

Province of the
EASTERN CAPE
ECONOMIC DEVELOPMENT,
ENVIRONMENTAL AFFAIRS & TOURISM

Ref: *[reference number]*

Tel: 043 605 7153 | Fax: 086 511 7610

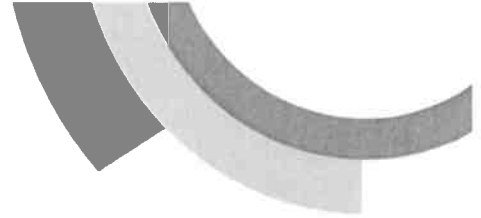
Contact Person: *[Hlokoma Mtshotshisa]*

| Email: Hlokoma.mtshotshisa@dedea.gov.za

www.dedea.gov.za

INVITATION TO BID

Bid No.	PP09-23/24-04
Bid Description	APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER PHYSICAL SECURITY SERVICES ON BEHALF OF THE DEPARTMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR ALFRED NDZO REGIONAL OFFICES
Venue where Tender Box is allocated	Dept of Economic Development, Environmental Affairs and Tourism, Office no. 20, ERF 206, Maluti College of Education, Alfred Nzo (Maluti) Regional Office
Date for compulsory briefing session	19 June 2023 at 10h00
Venue	Dept of Economic Development, Environmental Affairs and Tourism, Office no. 20, ERF 206, Maluti College of Education, Alfred Nzo (Maluti) Regional Office
Bid Closing Date & Time	03 July 2023 at 11H00
Queries related to the bid must be address to the following:	
Technical Terms of Reference:	Mr. Sandiso Mabongo Email: Sandiso.Mabongo@dedea.gov.za All technical enquiries must be forwarded to the above e-mail address
SCM related enquiries:	Ms Hlokoma Mtshotshisa 072 045 8528 Email: Hlokoma.mtshotshisa@dedea.gov.za
Conditions	<ul style="list-style-type: none">Bids should be in a sealed envelope clearly marked with the above bid



Province of the
EASTERN CAPE
ECONOMIC DEVELOPMENT,
ENVIRONMENTAL AFFAIRS & TOURISM

Ref: *[reference number]*

Tel: 043 605 7153 | Fax: 086 511 7610

Contact Person: *[Hlokoma Mtshotshisa]*

| Email: [Hlokoma.mtshotshisa @dedea.gov.za](mailto:Hlokoma.mtshotshisa@dedea.gov.za)

www.dedea.gov.za

	<p>number, description and Department of Economic Development and Environmental Affairs</p> <ul style="list-style-type: none">- The ECBD forms and all other forms relating to this bid must be completed and signed in the original in ink.- Forms with photocopies signatures or other such reproduction may be rejected.- Bids by telegraph, facsimile, electronically or other similar apparatus will not be accepted.
--	---

Suppliers who are interested to the tender must ensure that their company is registered with Centralised Supplier Database (CSD).

The Department may not conclude any contract with the service provider that is not registered with CSD, failure to register with CSD may invalidate your proposal

Bidder: Failure to comply with this requirement will be regarded as no responsive and will be disqualified

Failure to attend compulsory briefing session will results in your proposal being regarded as non-response and lead to disqualification.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

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 (STREET ADDRESS)

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		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	

IF YES, WHO WAS THE CERTIFICATE
ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<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

CAPACITY UNDER WHICH THIS BID IS
SIGNED (Attach proof of authority to sign
this bid; e.g. resolution of directors, etc.)

DATE

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

CONTACT PERSON

CONTACT PERSON

TELEPHONE NUMBER

TELEPHONE NUMBER

FACSIMILE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

E-MAIL ADDRESS

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
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.	
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.	
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.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
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 .	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO 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.	

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

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

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

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

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

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
HDI black people	10
HDI living in the Eastern cape	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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 the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes



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

28. Limitation of liability

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

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

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

 Sandiso Mabongo
 sandiso.mabongo@dedea.gov.za
Ref: Private Security/ToR2022-1



**APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER
PHYSICAL SECURITY SERVICES ON BEHALF OF THE DEPARTMENT
FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN THE ALFRED NZO
OFFICE.**

TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CONTENTS

1. <u>Introduction and background information</u>	3
2. <u>Objectives, scope of work</u>	3
3. <u>Equipment requirements:</u>	3
4. <u>Service Provider's compliance with Psira provisions:</u>	4
5. <u>Service Categories</u>	4
6. <u>Personnel requirements for each site</u>	5
7. <u>Access Control at vehicle gates, car parks and processing of vehicles and passengers</u>	7
8. <u>Physical Scope of this contract</u>	7
9. <u>Guard Services</u>	8
10. <u>Liability on equipment provided by the service provider</u>	8
11. <u>General requirements with regard to security staff on signing of the contract</u>	8
11. <u>Supervisors and security guards</u>	9
13. <u>General provisions for supervisors and security guards</u>	9-10
14. <u>Security Staff on premises: Uniform and Equipment</u>	190
15. <u>General Requirements</u>	10-11
16. <u>Training of security staff</u>	2112
17. <u>Supply and Maintenance of equipment</u>	2112
18. <u>Stand-by support duties(Premises)</u>	12
19. <u>Registers</u>	13-16
20. <u>Occupational Health and Safety</u>	17
21. <u>Service Level Agreement</u>	17
22. <u>Proposed Methodology and approach</u>	17
23. <u>Bid-Process Pre-Qualification</u>	18-19
24. <u>Mandatory Requirements For All Bids</u>	20
25. <u>Bid Process: Post-Qualification</u>	20
26. <u>Performance Monitoring</u>	21
27. <u>Conditions Of The Bid</u>	21
28. <u>Validity Period</u>	22
29. <u>Contract Period</u>	22
30. <u>Submission Of Proposals</u>	22
31. <u>Returnable Documents and contacts</u>	23-24

TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS



32. Approval Of Terms Of Reference.....25

1. INTRODUCTION AND BACKGROUND INFORMATION

The Department of Economic Development, Environmental Affairs and Tourism (DEDEAT) requires the services of an established and reputable security services company to provide security services to the Department to minimize physical risk to staff and risk of loss or damage to the Department's property, and to manage access control. The Department wishes to enter into a contract ("the contract") based on the terms and conditions as set out in these Terms of Reference:

2. OBJECTIVES, SCOPE OF WORK AND DELIVERABLES

The objective of the department is to make sure that the risk associated with security matters is taken care of and the property of the department is secured. The department require security services which will safeguard its movable and immovable assets, personnel and visitors in the Alfred Nzo (Maluti College complex), The successful service provider will provide security services for day and night in Alfred Nzo.

3. EQUIPMENT REQUIREMENTS

Means of communication; two-way radio (compulsory) and cell phone (with airtime all the time as a backup communication equipment) – 2 x two way radios and 1 x cell phone per shift to communicate to all guards and the security control centre and guard room and guards should be able to use all the equipment.

3.1. Registers (all registers must be originally designed, with numbering)

- Occurrence Book,
- Equipment registers,
- Gate Control Registers,
- Visitors register,
- Afterhours register,
- Firearm and ammunition register.

3.2. Batons – 1 per security officer

3.3. Handheld metal detectors per security officer.

3.4. Handcuff per security officer.

3.5. Pepper spray per security officer.

3.6. Duty utility kit belt to put on (pepper spray and handcuffs)

3.7. Torch/ spotlight per security officer

3.8. A gun safe (a safe that will be able to carry handguns, shotguns or rifles and assets not bigger than the laptop).

3.9. PSIRA card (must be carried on person by the officer at all times).

3.10. Company Identification cards (must be carried on person by the officer at all times).

TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS



- 3.11. Black and red pen for updating the registers.
- 3.12. Visitors Cards (losses to be covered by the service provider).
- 3.13. Clock Points (hourly patrols).
- 3.14. Thermometers and other health equipment should be made available in working areas in the case of any pandemic comes into place (such as Covid-19 screening at entrances).

4. SERVICE PROVIDER'S COMPLIANCE WITH PSIRA PROVISIONS AND COLLECTIVE AGREEMENT OF THE SECURITY SECTOR.

The security services ("the services") under the contract shall be rendered by the appointed bidder(s) hereinafter referred to as the Service Provider(s).

- 4.1. The performance of the Service Provider's security staff and the adherence to main collective agreement as stipulated in the schedule of the National Bargaining Council for private security applicable at the time.
- 4.2. The service provider must comply with the requirements of the security regulator (PSIRA).
- 4.3. This means that when quoting, consideration must be made to meet all main collective agreement (NBC) employee benefits applicable at the time and until the end of the contract period, as per designated areas (1, 2 & 3) determined by Schedule to the collective agreement.
- 4.4. The security staff must be compensated as per the main collective agreement rates, according to designated areas, and the Department will verify this (by means of inspections and request for submission of proof by the service provider and regular security officer interviews) and if it has been found that the security staff are underpaid the Department will have the right to terminate the contract and claim any damages / losses suffered as a result of such underpayments.

NB: No employment and/or hiring of illegal foreign nationals in any aspect of the security service rendered to the Department will be allowed. If the Department establishes that any illegal foreign national is in the employ of the Service Provider providing security services to the Department, the security services under the contract will be terminated with immediate effect without any prior notice being given.

5. SERVICE CATEGORIES

The services may generally be divided into the following categories:

- 5.1. Access controls at main/vehicle gates/security car parks.
- 5.2. Processing (searching) of vehicles, passengers, & everyone entering & leaving the premises to ensure that the Department's property is not removed without (valid) permit / permission.
- 5.3. Searching of designated areas.
- 5.4. Patrol services.
- 5.5. Guard services.
- 5.6. Visitor's control (directing or escorting or issuing visitors cards).

**TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S)
TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS**



5.7. Screening for Covid-19 at entrances of clients and employees.

6. PERSONNEL REQUIREMENTS FOR EACH SITE

OFFICE	Alfred Nzo
Security Officers	3 /day shift
Grade C Psira certificate.	2/night shift
Supervisor: Grade B Psira certificate.	1

The working arrangement for shifts in all the sites will be as follows:

1. 06h00- 18h00 3 x Day Shift Security Officers, Grade C with valid PSIRA Certificate Monday to Sunday (24/7) for Alfred Nzo.
2. 18h00 – 06h00 2 x Night Shift Security Officers, Grade C with valid PSIRA Certificate Monday to Sunday (24/7) per site. (Alfred Nzo).
3. 1 X Supervisor for the site.

NB: A reliever should be quoted for as he/she is regarded as a full-time employee in terms of the main collective agreement regulating private security sector.

Use the following table template when listing company project experience and individual team member's project experience respectively:

Table 1 : Project Experience Template

Client Name	Details of the project scope and activities	Value of the Project	Date of project inception (start date)	Date of project completion (end date)	Reference details	Contact details of reference person
					Name: Surname: Designation Was the above-mentioned person involved in the project start and close out meetings? Yes/No	Telephone Number: Email Address:

7. ACCESS CONTROL AT VEHICLE GATES, CAR PARKS AND PROCESSING OF VEHICLES AND PASSENGERS (WHERE APPLICABLE).

- 7.1. Ensure that the control point / guard room is neat and tidy during shift changes.
- 7.2. Inspect and test all the facilities, escape routes, access control, health & safety facilities and equipment (including security equipment) and report any defects to the supervisor and the Department's Security Manager or designated person as advised by the Department from time to time.
- 7.3. Security staff must be conversant with normal procedures and permits required to enter all the entry points including Covid-19 protocols.
- 7.4. Ensure that only drivers and passengers that are in the possession of valid permits access and leave the Department's premises, and should such drivers and passengers be in possession of the Department's property, that a gate permit is on hand.
- 7.5. Searching of vehicles as specified in the Service Provider's operations procedures which is informed by these Terms of Reference.
- 7.6. In the event of any doubt or suspicion, security staff shall be obliged to contact the Service Provider's Shift Commander and the designated official of the Department as advised by the Department from time to time, who shall escalate such doubts or suspicions to the Operations Manager.
- 7.7. Report to the relevant Service Provider's Operations Manager any irregularity noticed at the gate, verbally and in writing.
- 7.8. Provide assistance to drivers to ensure that drivers are informed of available parking, and of those parking areas that are restricted and/or reserved where applicable.

8. PATROL SERVICES

- 8.1. Patrol of the premises after hours
- 8.2. Inspect all the parked government vehicles and note any problems (damages, scratches).
- 8.3. Patrol hourly, unless if the security level has been increased to level one (every 30 minutes & level two (every 15 minutes) as per the Minimum Physical Security Standards and the Minimum Information Security Standards.
- 8.4. Complete Occurrence Book ("OB") hourly before & after patrol, which shall record all incidents that occurred during the patrol in question.
- 8.4. Complete the patrol and perform all duties as specified in the Service Provider's procedures (which shall be in line with the Department's procedures) manual including inspection of the premises, confronting of all suspicious persons and investigation of suspicious persons and objects, checking validity of permits, etc.
- 8.5. Report all incidents by radio/ cellular phone to the shift controller and in writing, and subsequently to the department.
- 8.6. Report all security breaches to the supervisor who must report to the departmental project manager within the shift.

TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS



9. PHYSICAL SCOPE OF THIS SPECIFIC CONTRACT

The Department's premises are to be patrolled and secured, including:

- 9.1 Immovable assets
- 9.2. Movable assets
- 9.3. Cars and car parks
- 9.4. The Department's staff on duty and any visitors on the premises.

10. GUARD SERVICES

- 10.1. This service relates to the guarding of assets / property in accordance with standard practices and procedures in the security industry and the department's policy.
- 10.2. All accommodation, facilities and services supplied to the service provider by the Department shall be operated and maintained by the Service Provider to the satisfaction of the Department.

11. LIABILITY ON THE EQUIPMENT PROVIDED BY THE SERVICE PROVIDER.

- 11.1. The Department shall not be liable for any loss or damage to equipment supplied by the service provider due to theft, vandalism or whatever reason and any such equipment lost or damaged shall be replaced by the service provider at his/her own cost.

12. GENERAL REQUIREMENTS WITH REGARD TO SECURITY STAFF UPON SIGNING OF THE CONTRACT.

- 12.1 All security staff are and shall always remain employees of the service provider. The service provider shall be responsible for any liabilities which Department may incur as a result of such security staff being viewed as employees of the Department, as opposed to employees of the service provider and the service provider indemnifies the Department in respect of any such liabilities and undertakes to make any such payments which may arise out of law or damages and which the Department is required to make as a result of the employment of any security staff member by the service provider.
- 12.2 All security staff shall be properly trained and accredited in accordance with PSIRA requirements and equipped for their duties and shall be security cleared by the S.A. Police Services and State Security Agency (SSA). The Department reserves its right to carryout ad hoc inspection to assess compliance with this requirement.
- 12.3 All security staff shall be provided with full set of uniform and equipment necessary for the performance of their duties.
- 12.4 The service provider undertakes to employ only such persons for the performance of the services in connection with the project on the premises as the Department may approve in writing.
- 12.5 If the Department at any time is of the opinion that any of the service provider's employees connected with the performance of the functions and/or duties in terms of the contract should, for any reason not be connected with the performance of such functions or duties, the Department shall

TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS



- be entitled to require the service provider forthwith to withdraw any such employee from any such function or duty and/or forthwith to withdraw such employee from the provision of any service to the Department.
- 12.6 In such an event, the service provider shall forthwith comply with such request and shall not on account of such request be entitled to claim any loss or damages from the department.
- 12.7 Furthermore, if the department requires any information regarding the Service Provider's security staff connected with the provision of the services in terms of the contract, the Service Provider shall without delay furnish the Department with all requested information upon request.
- 12.8 The service provider shall appoint security staff capable of communicating at least in English.
- 12.9 All security staff must be able to communicate in English and the Department shall be entitled to require the Service Provider forthwith to withdraw any security staff from the relevant duty if such a security staff member does not, in the opinion of the Department, comply with a reasonable linguistic standard.
- 12.10 The Department reserves the right to terminate the contract whenever there is a relocation and/or closing of any departmental offices on the day of relocation to the Department's new buildings provided that the Department shall provide the service provider with 30 days' notice to that effect.

13. SUPERVISORS AND SECURITY GUARDS

13.1. Supervisors

The security staff employed by the Service Provider at the premises shall satisfy the following conditions:

- a) Supervisors shall be trained to at least Standard Ten (Std. 10/Grade 12) levels.
- b) Supervisors shall have a good understanding and the relevant experience in their post descriptions and duties.
- c) Supervisors shall always be capable of leading/controlling and supervising their subordinates.
- d) Supervisors shall be able to communicate, read and write at least in English.
- e) Supervisors should have at least Grade B Psira certificate.
- f) Supervisor must visit the premises every shift (especially during the shift change) to monitor the security officers and see to it that the services are still rendered as per the contract.
- g) A minimum three (3) years supervisory experience in security environment.

13.2. Security Staff.

- a) Security guards shall be trained to at least Standard eight (Std. 8/Grade 10) and be Grade C PSIRA certificate.
- b) Security guards shall be able to communicate, read and write at least in English.
- c) Security guards may not be younger than 18 years of age.
- d) Security guards must be trained on evacuation procedures as per the departmental provisions.

14. GENERAL PROVISIONS FOR SUPERVISORS AND SECURITY GUARDS

- 14.1. Supervisors and security guards shall have undergone and approved to be competent in a formal security training approved by PSIRA.
- 14.2. At all times supervisors and security guards shall present an acceptable image/appearance which implies, inter alia, that they may not publicly sit, lounge about, smoke, eat or drink while attending to people on the premises.

TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS



- 14.3. Supervisors and security guards shall 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 such visitors/staff.
- 14.4. Supervisors and security guards shall be mentally and physically healthy and medically fit for the execution of their duties.
- 14.5. Supervisors and security guards shall be registered as security officers/guards, as required by Private Security Industry Regulatory Act, Act 57 of 2001.
- 14.6. Supervisors and security guards shall sign an undertaking in which they declare that they will refrain from any unethical and illegal action which might be to the detriment of the Department.
- 14.7. Security officers must always act in a professional manner and refrain from befriending visitors and staff members, request and access departmental information in an illegal manner.
- 14.8. Supervisors and security guards are prohibited from reading office documents or rummaging through records without permission from the designated official.
- 14.9. No unauthorized information concerning the Department's activities may be furnished to the public or news media by the Service Provider or its employees.
- 14.10. The Department reserves the right to ascertain from the S.A. Police Services & SSA whether security staffs in his/her service possess clearances, and to ascertain from the PSIRA whether the security staff are registered with PSIRA.
- 14.11. The Department reserves the right to conduct ad hoc inspections to assess compliance with all the provisions of the contract.

15. SECURITY STAFF ON THE PREMISES - UNIFORM AND EQUIPMENT

1. The service provider shall ensure that each of its security staff members will at all time when on duty be fully equipped in respect of, but not limited to:
 - a) A neat and clearly identifiable uniform from the service provider which uniform will include matching woolen hats, raincoats and overcoats for rainy and cold conditions respectively.
 - b) A clear identification card from the service provider with the security staff member's photo, identification and PSIRA numbers on it, worn conspicuously on his/her person at all times.
 - c) The following service aids are to be worn on the body of each security staff member at all times:
Baton, Handcuffs, Pepper spray, Whistle, Pocket book, Pen, Torch (at night & with active batteries) and Radio-hand always carried 2 way and cellular phone on site (with airtime).

16. GENERAL REQUIREMENTS

- 16.1 The service provider and all security staff members must always have a positive record with PSIRA registrations and regulations as it will undergo that verification & vetting by State Security Agency before its appointment, and periodically during the term of the contract. Failure to obtain security clearance will automatically disqualify the prospective service provider and discharge if appointed. Consent to such verification and vetting MUST be granted by all prospective service providers as a condition of acceptance to bid.

TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S)
TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS



- 16.2. The service provider shall adhere to main collective agreement requirements, in relation to sector wage determination (as per designated areas), verification of quotes against main collective agreement contracting rate per security staff member per month.
- 16.3. All directors of all prospective service providers must have positive security clearance through screening process by State Security Agency (SSA)
- 16.4. Inspection of security control center shall be undertaken by the Department's authorized personnel before the awarding of the tender if it is aligned with at least the basic requirements as prescribed for by the Minimum Physical Security Standards(MPSS).
- 16.5. Penalties are applicable in the case where there is non- compliance to the contract.
- 16.6. The service provider shall maintain at its headquarters, proper staff files of all security staff in its service that are providing the services to the Department's and such staff files shall be available for inspections by Department upon request during the term of the contract. Such staff files shall include, inter-alia, qualifications, registration and medical certificates and security clearances for each security staff member providing the services to the Department.
- 16.7. The service provider shall implement an approved control system such as a clock card/attendance register to provide physical evidence of the presence of security staff members at the premises at all times. Data sheets shall be supplied to the Department's representative at the Department's request and shall be submitted with payment certificates.
- 16.8. All security staff members shall be fully conversant with emergency plans and procedures on premises and shall give their full support to the Department in the event of an emergency.
- 16.9. Security staff members shall not work for more or less than one 12-hour shift every 24 hours.
- 16.10. The service provider shall always provide the necessary supervision on the premises. This shall include a duly appointed supervisor for specific functions.
- 16.11. All prospective service providers shall include schematic diagrams of their command and control structure in their bids.
- 16.12. The service provider shall always have detailed procedure manuals for all security functions available. Procedure manuals shall be submitted for the approval of the Department at the start of the contract. Approval of the procedure manuals will not relieve the service provider from any of its obligations under the contract. Should the Department discover any deficiencies in the procedure's manuals subsequent to its approval of such procedure manuals, the Department may order the service provider to amend the procedure correct the manuals to its satisfaction at the cost of the Service Provider.
- 16.13. The service provider must establish communication linkage with the police by means agreed upon between the Department and the service provider.
- 16.14. The Department shall be entitled to terminate the contract should it transpire that the service provider is, or ever has been wound up, whether provisionally or finally and whether compulsorily or voluntarily or initiates or commences business rescue proceedings.

17. TRAINING OF SECURITY STAFF

- 17.1. The service provider shall provide the necessary training programs including initial and refresher courses to ensure that all security staff possess, always, the necessary expertise to execute their functions in accordance with the specifications required by the Department.
- 17.2. Upon signing of Service Level Agreement, the Service Provider shall submit full particulars, including ID copies and proof of training, of all security staff employed on the premises and shall not remove such security staff members from the project or employ new security staff members on the premises without the written approval of the Department.
- 17.3. New security staff members must be mentored by existing security staff members to allow for a proper induction phase.
- 17.4. The service provider is responsible for the training of his staff at the Centre in respect of the application of the guidelines of the emergency plan, which shall be provided to him/her by the Department's Emergency coordinator, as advised by the Department from time to time.
- 17.5. Should any security staff member of the service provider not perform his/her duties to the satisfaction of the Department, the service provider shall, following notice by the Department, forthwith remove such security staff member from the premises and replace him/her with an alternative competent staff member as approved by the Department.
- 17.6. The Department may perform any tests, as it considers necessary from time to time to ensure that the services being provided by the service provider are acceptable in terms of the contract. The Department or its authorized representative will however not act as supervisors and any such tests or absence thereof, shall not relieve the service provider of its responsibilities under the contract.

18. SUPPLY AND MAINTENANCE OF EQUIPMENT

- 18.1. All equipment including but not limited to hand held metal detectors, radios and other communication equipment, vehicles, and any other equipment necessary to execute the contract to the satisfaction of the Department shall be supplied and maintained by the Service Provider to the satisfaction of the Department and in accordance with the requirements of Minimum Physical Security Standards (MPSS), and any other relevant standards.

19. STAND-BY SUPPORT DUTIES (PREMISES):

- 19.1. Security Control Centre
- 19.2. The Service Provider must maintain a fully equipped and furnished security control center / Room that operates 24 hours a day and seven days a week which security control center shall need to be within a reasonable distance and radio contactable radius from the premises.
- 19.3. The security control center must be in radio contact with security staff at the premises.
- 19.4. The security control center shall be manned at all times.
- 19.5. Security staff must report to the security control center hourly at night and the operator in the security control center must call security staff members on duty at night hourly for incident reporting.

TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S)
TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS



- 19.6. A standby vehicle to react to emergencies, supported by security staff members of roaming patrol is required. Instructions are to be issued from the premises/ security control center and the security staff within the required reaction unit on duty are to respond in terms of the required and lawful action. The deployment of the reaction unit shall be at the cost of the service provider.
- 19.7. Security officers on site must be inspected at least once (x1) per shift by a delegated senior / supervisor not on site) from the service provider.
- 19.8. In the event of a problem/crisis occurring at the site, the service provider, must deploy his/her reaction unit to assist; at own cost and notify the client immediately.

20. REGISTERS

NB: The list of registers below and security equipment should always be available on the premises when the Department security management visits the premises for in loco inspections anytime.

20.1. Occurrence Book (OB).

- 20.1.1. The purpose of the OB is to give an overall picture of activities within the premises and to record all incidents. Departmental Inspectors and/or Service Provider inspectors must also record their visits in this register.
- 20.1.2. The Service Provider's security staff on duty shall make the following entries in the OB;
 - 20.1.2.1. all listed routine procedures such as patrols undertaken, handing over of shifts (all security staff members' names and signatures must appear), incidents that are not normal. Entries must be made clearly legible, in blue/black ink; however, an incident must be made in red ink.
 - 20.1.2.2. All occurrences, however slight or unusual, shall be recorded with reference made to the accompanying equipment and aids. In this correct time and relevant actions taken.
 - 20.1.2.3. All security staff activities, especially deviations in respect of the duty list, specifying particulars of the staff and relevant times shall be recorded.
 - 20.1.2.4. All security officers must endorse the OB as per their patrol reports
 - 20.1.2.5. The issuing and/or receipt of keys, specifying the time and by whom they were received
 - 20.1.2.6. The unlocking or locking of doors or gates, specifying the time and by whom they were locked or unlocked.
 - 20.1.2.7. The handing over of shifts, mentioning all names of all shift security staff and the case, security staff taking over as well as security staff handing over shall sign the entry/entries.
 - 20.1.2.8. After the taking over of shifts, the first level supervisor shall make an entry declaring that he / she has read the OB in order to acquaint himself/herself with events that occurred during the previous shift.
 - 20.1.2.9. All visits by second level supervisors and top management.

Note no 1: Under no circumstances may an entry in the OB be erased, painted out with correction fluid or totally deleted. Entries shall only be crossed out by a single line and initialed on the side

**TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S)
TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS**



by the person making such a deletion. The Service Provider shall submit the completed (full) OBs, to the Department for storage.

Note no 2: Misrepresentation (e.g. to endorse the OB for someone else by faking his / her hand writing, to complete the OB up to the last hour at once/ updating entries in the OB book with faked numbers that are not corresponding with the control OB entry number), shall result in the Department instructing the Service Provider to remove the relevant security staff members.

20.2. Pedestrian Register/Admission Control Forms (Where applicable).

This register/form shall be correctly and legibly completed by the security guard/officer on duty and shall make provision for the following:

- a) Date and time of visit.
- b) Admission and exit times of the visitor to and from the premises.
- c) Surname and initials of the visitor.
- d) Home or work address of the visitor.
- e) Official Identity/Passport Number of visitors.
- f) Name of person to be visited.
- g) Purpose of visit.
- h) Brand, Centre and number of firearms in visitor's possession (if any).
- i) Signature of the visitor.

20.3. Vehicle Register/Forms (Where applicable)

This register/form shall be correctly and legibly completed by the security guard/officer on duty and shall make provision for the following:

- a) Date of visit.
- b) Admission and exit time of visitor/vehicle to and from the premises.
- c) Surname and initials of driver.
- d) Home or work address of the driver.
- e) Registration number of the vehicle.
- f) Name of person to be visited.
- g) Purpose of visit.
- h) Number of passengers.
- i) Brand, Centre and number of firearm(s) in the vehicle (if any).
- j) Signature of driver.

Security staff are to check that all relevant details are completed and must also sign each entry.

20.4. Prescribed Register/Forms

The purpose of the prescribed register/forms is to execute effective checking and control at the premises in respect of Department property. The completion and keeping of a prescribed register/form at the premises may be required from the Service Provider by the Department's sub-directorate of security administration.

20.5. Additional Prescribed Registers/Forms specific to the contract.

- a) Gate Permits –all personnel removing any items from the premises must be in possession of a gate permit from Stores or Workshop indicating that he/she has permission to remove the items from the premises. Gate permits from the previous day are to be handed in at the Departmental office before 08h00 the following day.
- b) Vehicle Inspection Form – To be completed by the night shift security staff for all vehicles on the premises. The dayshift security staff should check vehicles when taking over from night shift. Forms from the previous day are to be handed in at the Departmental office before 08h00 the following day.
- c) Checklist for Vehicles and Equipment around the Premises - To be completed by the night shift security staff for all vehicles and equipment on the premises. The dayshift security staff should check vehicles and equipment when taking over from nightshift. Forms from the previous day are to be handed in at the Departmental office before 08h00 the following day.
- d) Storage of Pedestrian and Vehicle Register Forms- the Service Provider shall store the completed full pedestrian and vehicle register forms for a period of twelve months. After twelve months these documents must be given to the Department for archiving.

20.6. Notebook (pocketbook).

- a) The purpose of the notebook is to note down all incidents occurring, or observations made by a security staff member during a turn of duty / when on patrol, for later reference and recording in the OB.
- b) During their turns of duty all security staff members must be always in possession of a notebook on their person.
- c) The following information shall be noted down in the notebooks: All occurrences/events however, slight or unusual, referring to the following;
 - Reporting on and off duty.
 - Time of incident.
 - Extent of incident.
- d) Follow up actions taken in respect of all incidents.
- e) All relevant information noted down in each security staff member's notebook shall immediately or directly after return from a patrol, be copied into the OB by the relevant security staff member.
- f) The Service Provider shall store the completed (full) notebooks for the duration of the contract.

20.7. Duty List

- 20.7.1 The purpose of the duty list is to serve as proof, at all reasonable times that all security staff who should be on duty per shift, are indeed on duty.
- 20.7.2 Daily, weekly or monthly duty lists of all security staff on duty, as required in the contract shall be drawn up by the service provider and kept in the security control office of each security control center where such service is rendered.

**TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S)
TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS**



20.7.3 Any change to the duty list shall be crossed out by a single line, signed, dated and noted in the occurrence books.

20.8. Duty Sheet

20.8.1 The purpose of a duty sheet is to ensure that all security staff on duty is familiar with the duties as required in the contract.

20.8.2 The Service Provider shall have available, at the premises, a fully expounded duty sheet per duty point.

20.8.3 All security staff members must understand the procedure manual and the duty sheet and sign the duty sheet under their respective names.

20.9. Permission to use Departmental property

20.9.1 The Service Provider shall request permission for the utilization of the following Departmental property, free of charge:

20.9.2 Reception counter.

20.9.3 Main pedestrian entrance;

20.9.4 Vehicle entrance;

20.9.5 Guard Hut (where available), and

20.9.6 Toilet Facilities

20.9.7 Water facilities

20.10. The purpose of the quarterly meeting is to discuss service quality and compliance issues in terms of the Service Level Agreement and/or the contract. This meeting must take place within the first week of the new month so that outputs can be determined and agreed to between the Department and the Service Provider. This meeting will deal with all operational issues and resolutions that could not be resolved in the course of the previous quarter. Communication protocols and postings must be established at this level. The composition of the provincial quarterly meeting shall be with the designated Departmental employees. Minutes must be taken, by the Departmental representative and a copy of the respective meetings minutes be sent to the Service provider following each quarterly meeting. Confirmation of the minutes shall be done by both parties subsequently.

21. QUARTERLY MEETINGS

The following should also be addressed during the quarterly meeting:

- a) Table the quarterly report (based on premises/office daily operations).
- b) Discuss and assess the Service Provider's performance for the preceding quarter;
- c) Table the monthly control sheet specific to that premises/office(s), (Control of Security Service).
- d) Table any security related reports and/or notices which may be relevant and/or required;
- e) The service provider must be provided with a consolidated set of minutes for that quarter.

TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS



- Certified Copy of PSIRA Certificate of the company as proof that the company is registered with security regulator as a security service provider.
- Valid Letter of good standing from Private Security Industry Regulatory Authority (PSIRA) (Not older than two months).
- Certified Copy of PSIRA Certificate(s) of all members/Directors/Owners registered as grade A/B security officers.
- Valid COIDA Letter/ certificate specific to security sector or Tender Letter specific to security sector from Department of Labour.
- Registration with the Department of Labour for Unemployment Insurance Fund (U.I.F.) (Attach Certified Copy obtainable from the Department of Labour).
- Tender Letter of good standing or Letter for tender purposes or Proof of registration (Attach Certified Copy obtainable from the Department of Labour).
- A letter of good standing from the bank not older than one month from the date of the advert certified by the bank or stamped with the bank stamp.
- A bank statement showing a positive balance of R100 000 in order to determine the capability of the bidder to deliver on the required services. (Buying of equipment and payment of personnel on the first month of the contract).
- **Bidder/s that do not meet all the mandatory requirements will be regarded as non-responsive and will not be considered for further evaluation.**

26. BID PROCESS: PRE-QUALIFICATION

The bid process will include a pre-qualification stage where the functionality / quality of bids will be assessed. All bidders or service providers will provide a list of three (3) references who can be contacted to provide an assessment of the Service Provider's ability and / or performance on similar previous assignments. References cited must have knowledge of the Service Provider's work in all the elements for meaningful comparisons to be made. **Shortlisted bidders / service providers may be expected to make a presentation where they will demonstrate similar previous work.**

The elements that will be considered for determining quality/functionality are:

QUALITY / FUNCTIONALITY	Score out of 5	WEIGHT/100
Relevant company experience (attach proof of completed projects in a form of reference letter from previous or current employer, the letter must state the duration and amount with contactable reference in an employer's letterhead. The reference letter provided must not be older than a month and references without employer letterhead will not be considered. <ul style="list-style-type: none"> • The information should be given in the format as in table one. 		25
The company demonstrates no experience and no proof of having provided security services of a similar nature as listed above.	0	

22. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term “Act” shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the period of the contract between the Department and the Service Provider) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

22.1. The Service Provider: -

- a) acknowledges that it is fully aware of the terms and conditions as prescribed in the Act;
- b) acknowledges that it is the employer of all security staff and as such there are duties and responsibilities incumbent on the service provider to ensure that all of the services shall be performed and all equipment shall be used in accordance with the provisions of the OHS Act,
- c) accepts accountability for its employees, being the security staff, and any sub-contractors, if applicable,
- d) agrees to comply with all rules and regulations implemented by or on behalf of the Department relating to health and safety and will inform the Department immediately should the Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations for any outbreak of a pandemic.

21.2. The Service Provider shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract, which appointment the Department shall be entitled to approve.

21.3. The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

23. SERVICE LEVEL AGREEMENT

It is recorded that the appointment of the Service Provider shall be subject to the conclusion of a Service Level Agreement to document all additional quality requirements and standards relating to the services being provided under the contract together with performance measurement provisions.

24. PROPOSED METHODOLOGY AND APPROACH

The service provider will submit a work plan that gives a detailed approach in the execution of the security services to the department. In the plan an indication of compliance with the terms of reference and applicable legislation must be addressed.

25. MANDATORY REQUIREMENTS FOR ALL BIDS

- Resolution authorising a person to sign the bid documents.

TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S)
TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

The company demonstrates less than 24 months of security services rendered/provided as listed above or can only provide proof for less than 24 months of security services as listed above.	1	
The company demonstrates proof for 24 months to 35 months of successful security service provision and signed letters with contactable references are attached for all the projects listed.	3	
The company demonstrates proof of more than 36 months of successful security service provision and signed letters with contactable references are attached for all the projects listed.	5	
<p>Methodology must address the following elements:(methodology provided must detail on how the required method will be implemented).</p> <p>Operational Plan on site/ project plan</p> <p>1.1. Guards posting and work procedure manual/standard operation procedure.</p> <p>1.2. Emergency plan to address security breach incidents, indicate the procedure in involving the relevant institutions (law enforcement, fire department, ambulance).</p> <p>1.3. Communication / monthly reporting and meetings</p> <p>1.4. Contingency planning (labour unrest / strikes by either both the company employees or departmental employees).</p> <p>1.4 Security Equipment to be used in line with the Specification (hand cuffs, tonfas, two-way radios, registers, handheld metal detectors, pepper spray, movable safe, and Torches).</p> <p>1.5 Must show understanding of legislation that governs this environment of security provision, employment relations and benefits. (Psira and Department of Labour).</p>		30
The methodology is not detailed as per the elements above	1	
The methodology addresses the basic elements which are listed above.	3	
The methodology is comprehensive and is covering all the elements with demonstration of understanding of the function.	5	
<p>The qualifications and experience of supervisor to be utilised for this project:</p> <ul style="list-style-type: none"> • Supervisor (Attach CV, certified copies for Grade 12, and certified Grade B PSIRA certificate. • Failure to meet the above and attaching of necessary proof will result in (0) zero points. 		20

**TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S)
TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS**



Grade B PSIRA Certificate together with Grade 12 Certificate and three to four years' experience as a supervisor.	3	
Grade B PSIRA Certificate together with grade 12 certificate and Five and above years of experience as a supervisor.	5	
Control Centre /Operations Room. Confirmation of the availability of a fully equipped control room within the Eastern Cape which will be able to communicate by radio with the DEDEAT office (Attached letter of confirmation with the physical address (signed lease) where office is based and can be inspected and or attach proof of municipality water account under your company name). Attach supporting documents confirming that control room can operate 24 hours.		25
Does not meet any of the requirements for the control room	0	
Meet all the requirements of the control room	5	

Bidders will be evaluated on a 5-point scale where 0 = Weak, 3 = Average, 5 = Good. Bidders will be required to obtain at least **70% (70/100)** in order to qualify for the final evaluation stage. A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as submitting a non-responsive proposal and will not be considered further.

27. BID PROCESS: POST-QUALIFICATION

In terms of the Preferential Procurement Regulation of 2022, the bidders are required to comply with the two specific goals.

The following specific goals system will apply: 80 Points for price and 20 points for specific goals.

Specific Goals	Allocation of points
HDI black people	10
HDI living in the Eastern Cape Province	10

28. PERFORMANCE MONITORING

The prospective supplier must assign a supervisor for this project. The supervisor must report to the representatives of the department about the execution of the terms of reference set out in this bid document. The Supervisor must submit security site reports on a monthly basis to the representative of the department in King Williams Town. Quarterly meetings must be held and adhoc meetings where necessary between the departmental representatives (King Williams Town) and the supplier to discuss all issues of concern identified during the month. The department will also monitor the performance of the service provider through quarterly in-loco inspections.

29. CONDITIONS OF THE BID

TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS



The service provider should provide in so far as possible the following:

- a. Services rendered outside the scope of this project without the prior approval of the DEDEAT Programme Manager will not be reimbursed.
- b. If the bidders are a joint venture between BEE firm and a non-BEE firm, detail of how the work will be split between the firms should be clear such that DEDEAT can audit the actual work allocation during the delivery to enforce the transfer of skills between the firms. The percentage involvement of each company in the joint venture should also be indicated and all members of the joint venture should sign the contract and are jointly and severally liable for the entire assignment. A joint venture agreement must be attached. A disclosure of all the service providers' shareholders MUST be attached to the bid.
- c. Should a prospective service provider/consortium choose to work in a consortium with others, DEDEAT will confine its contractual dealings with the primary service provider/consortium
- d. References cited must have knowledge of the Project Team Members /Service Provider's work in all the elements for meaningful comparisons to be made. If the references cited are unable to give meaningful assessments of the Project Team Members /Service Provider's previous work, then the scores will reflect this.
- e. Curriculum Vitae's of the Project Team members MUST be attached to the proposal document.
- f. The bidder will be monitored for compliance with all applicable legislation inclusive of Psira regulations and labour laws that deal with employee benefits such as UIF, Provident Fund and minimum wage tariffs as per security industry determination and a proof of compliance will be submitted when requested by DEDEAT.
- g. The Service provider will issue to every employee a payslip on a monthly basis for the duration of the contract and the payslip will reflect all the information as required by the determination.
- h. Proof of payment of UIF and Provident Fund to the relevant institution deducted from the employees of the service provider will be provided to the department when required.
- i. Bidders rates should not exceed those prescribed by the office of the Auditor-General (AGSA) or Department of Public Service and Administration (DPSA).
- j. DEDEAT reserves the right to invite shortlisted companies to conduct presentation of their bid proposals for final decision.
- k. The tender will be awarded subject to a legally enforceable contract being entered into between the preferred bidder and DEDEAT, which will impose material terms and conditions of the contract applicable to the parties in rendering the intended services.
- l. DEDEAT is not bound to select any of the firms submitting proposals. DEDEAT reserves the right not to award the contract to the lowest bidding price as well as to renegotiate the bid of the preferred applicant.
- m. DEDEAT will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid and DEDEAT reserves its right to terminate the contract at such earlier time as it

TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS



may decide suitable, should the Service Provider have completed the provision of the services in terms of the contract prior to the expiry of the 5 (five) month contract term.

- n. The service provider must be cleared by the National Treasury as per section 28 of the Prevention and combating of corrupt activities act, (act 12 of 2004) and the department will implement the law, especially section 28(3)(iii).
- o. Bidders must comply with all procurement conditions of the department, including the provision of valid tax clearance certificates.
- p. Preferential Procurement Policy Framework Act (PPPFA) principles shall apply; submissions will be evaluated according to the provisions of that Act.
- q. The service provider will undergo vetting by the State Security Agency and may be disqualified or discharged if appointed, if it does not meet the security level required.
- r. Report any known or suspected corruption involving the state to 0800 701 701 as is also required in terms of section 34 of the Prevention and combating of corrupt activities act, (act 12 of 2004).
- s. The department reserves the right to appoint one or more service provider(s) to perform this service for the department.
- t. The bidder will fill in the checklist for the security control room indicating the compliance with the basic requirements of the security control room.

30. VALIDITY PERIOD

Proposals are expected to remain valid for 90 days from submission.

31. CONTRACT PERIOD

The contract period will be a maximum of 36 months.

32. SUBMISSION OF PROPOSALS

Only bids by those entities that are registered on the DEDEAT Supplier database will be considered, you are requested to submit a costed proposal for delivering the specified services on behalf of DEDEAT. One original and two photocopies of the completed proposal shall be placed in a sealed envelope clearly marked: "PHYSICAL SECURITY SERVICES PROVISION" and deposited in the Bid Box located at Department of **Economic Development, Environmental Affairs and Tourism, Old Standard Bank Building**, Corner McLean and Downing Street, **King William's Town, 5600**.

The closing date isof2021 and time is11 A.M..... for the receipt of completed proposals is as advertised in the call for proposals. Late proposals will not be considered. Telegraphic, telexed, facsimiled or e-mailed submissions will not be considered.

33. RETURNABLE DOCUMENTS

**TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S)
TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS**



DOCUMENTS	CONDITIONS
A company registration certificate	Copy must be certified by a commissioner of oaths
A Company Intellectual Property Commission (CIPC)	Copy must be certified by a commissioner of oaths
BBBEE certificate	Copy must be certified by a commissioner of oaths
Resolution authorizing a particular person to sign the bid documents	
SBD 1 (invitation to bid)	
SBD3.3 (pricing schedule)	
SBD4 (declaration of interest)	
SBD6.1 (preference points claim form in terms of Preferential Procurement regulations 2017	
Proof of CSD	
Proof of logis number	





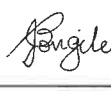
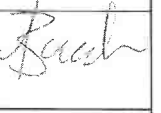
<p>For bid enquiries contact:</p> <p>MS Hlokoma Mtshotshisa SCM Practitioner Supply Chain Management Cell: 072045 8528 e-mail: hlokoma.mtshotshisa@dedea.gov.za</p>	<p>For technical enquiries contact:</p> <p>Mr. Sandiso Mabongo Manager Security and Work Environment Email: sandiso.mabongo@dedea.gov.za</p>
---	--

NB: There will be compulsory briefing meeting.

TERMS OF REFERENCE - APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S)
TO RENDER SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS



34. APPROVAL OF TERMS OF REFERENCE

Name	Mr S. Mabongo	Services Mr D. Kentane	Mr: S. Hlwempu	Mr Tyronne Boucher	Mrs: Sibongile Jongile	Ms. Mickey Mama
Position	Manager: Security and Work Environment	Bid Spec Committee Deputy Chairperson	Senior Manager: SCM	Acting GM: Corporate	Chief Financial Officer	Head of Department
Action	Compiler / developer	Supported / not supported	Supported / not supported	Supported / not supported	Supported / not supported	Approved / not approved
Comments						
Signature						
Date	27 April 2023	27 April 2023	10/05/2023	19/05/2023	19/05/2023	22/05/2023



Mickey Mama
043 605 7004
071 880 1447

Mickey.mama@dedea.gov.za

Ref: Acting Appointment: TP Boucher 22-26 May 2023



Province of the
EASTERN CAPE
ECONOMIC DEVELOPMENT,
ENVIRONMENTAL AFFAIRS & TOURISM

TO: MR TYRONNE BOUCHER
CHIEF DIRECTOR: CORPORATE MANAGEMENT

FROM: MS M MAMA
HEAD OF DEPARTMENT: DEDEAT

DATE: 19 MAY 2023

SUBJECT: APPOINTMENT AS ACTING HEAD OF DEPARTMENT: 22-26 MAY 2023

Kindly be informed that you are hereby appointed as Acting Head of Department for the period 22-26 May 2023.

My office will liaise with you regarding urgent work matters and deadlines.

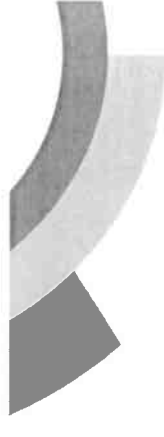
Your willingness to take up this responsibility is really appreciated.

Yours sincerely

Mickey Mama (Ms)
Head of Department

Accepted / ~~Not Accepted~~

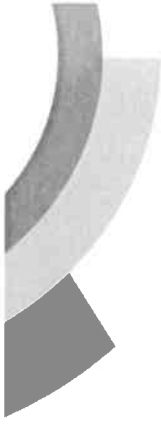
TP Boucher (Mr)
Chief Director: Corporate Management



DESCRIPTION: APPOINTMENT OF SUITABLE PROVIDER TO RENDER SECURITY SERVICES ON BEHALF OF THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENTAL AFFAIRS & TOURISM-FOR ALFRD NZO		BREAKDOWN		
		36 months		
		Year 1		
Wages		Year 2		
		Year 3		
Number of security officer + Supervisors				
Basic salary - hourly rate				
Total Wage Cost per month				
Provisions to be made as additional costs incurred to the minimum rate of pay:				
Ordinary Time: i) Primary Security Officer 4 shifts per week (48 hrs)	Ordinary Time: i) Primary Security Officer 4 shifts per week (48 hrs)			
ii) Relief Security Officer 2 shifts per week (24hrs)	ii) Relief Security Officer 2 shifts per week (24hrs)			
Sunday Pay Premium 4.333 weeks per month @ x1.5	Sunday Pay Premium 4.333 weeks per month @ x1.5			
Long Service Award R 500 for every 60 months	Long Service Award R 500 for every 60 months			
Public Holiday Premium 1 shift per month @ x1	Public Holiday Premium 1 shift per month @ x1			



Leave Provision - 15 Days 21 consecutive days leave	Leave Provision - 15 Days 21 consecutive days leave			
Sick Pay 1 shift per month	Sick Pay 1 shift per month			
Study Leave 6 days per annum	Study Leave 6 days per annum			
Family Responsibility Leave 5 days per annum	Family Responsibility Leave 5 days per annum			
Premium Allowance R 270 per month	Premium Allowance R 270 per month			
Cleaning Allowance R 30 per month	Cleaning Allowance R 30 per month			
Night Shift Allowance R 6 per night shift worked	Night Shift Allowance R 6 per night shift worked			
Provident Fund 7.5% of fund salary	Provident Fund 7.5% of fund salary			
Statutory Annual Bonus Monthly salary	Statutory Annual Bonus Monthly salary			
Medical Insurance R 100 employer contribution	Medical Insurance R 100 employer contribution			
SUBTOTAL				
Uniform Contribution				
PSIRA Fees R 2.80 per employee per month	PSIRA Fees R 2.80 per employee per month			
Council Levy - Employer Contribution R 7 per employee per month	Council Levy - Employer Contribution R 7 per employee per month			



TOTAL DIRECT COST					
Total Estimated Cost for ALL Personnel Per Year					
Costs to be incurred by the bidder: Overhead					
Control centre					
Payroll and administration					
Transport cost					
Registers (as per ToR)					
Security aids (as per ToR)					
Occupational health and safety compliance					
Statutory fees payable					
COIDA costs					
Liability and other insurance					
Total Monthly Costs -Excluding Salaries					
Total Monthly Costs -Including Salaries					
Profit					
Vat					
Total Cost					
Annual Cost over the period of 36 months/					
Total Bid Value for 36 months(Y1&Y2&Y3)					