



NATIONAL YOUTH DEVELOPMENT AGENCY  
OUR YOUTH. OUR FUTURE.

**DESCRIPTION:** TENDER FOR APPOINTMENT OF PHYSICAL SECURITY SERVICES FOR NYDA BRANCHES AND DISTRICTS OVER A PERIOD OF ONE (1) YEAR (12 MONTHS).

**TENDER NUMBER:** RFP2025/06/NYDA

**NATIONAL YOUTH DEVELOPMENT AGENCY (NYDA)  
7 NAIVASH ROAD  
SUNNINGHILL  
2072**

Contact Name: Mr. Mlungisi Xulu  
Email: [tenders@nyda.gov.za](mailto:tenders@nyda.gov.za)

**Name of Tenderer:**  
.....

**This tender closes at 11:00 am on the 31<sup>st</sup> of March 2026 at the offices of the NYDA Head Office, 7 NAIVASH ROAD, SUNNINGHILL, 2072, NYDA Building**

**LATE SUBMISSIONS WILL NOT BE ACCEPTED BY THE NYDA**

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## A. TENDER NOTICE AND INVITATION TO TENDER

### **TENDER FOR APPOINTMENT OF PHYSICAL SECURITY SERVICES FOR NYDA BRANCHES AND DISTRICTS OVER A PERIOD OF ONE (1) YEAR (12 MONTHS). RFP2025/06/NYDA**

The National Youth Development Agency invites service providers for tender for appointment of physical security services for NYDA branches and districts over a period of one (1) year (12 months).

Tender documents are available for downloading on the NYDA website: [www.nyda.gov.za](http://www.nyda.gov.za).

**Evaluation Method:** Four stage evaluation –

1. Administrative Compliance.
2. Functionality
3. Site inspection
4. Price and BBBEE

**Compulsory briefing session will be held as follows:**

Microsoft teams: Online on the 12<sup>th</sup> of March 2026 at 10:00

Venue: Online (Microsoft-TeamViewer)

Link: <https://teams.microsoft.com/meet/35504029008725?p=5X10g42J4w9xqp2paY>

Queries relating to the issue of these documents or technical enquiries may be addressed to Mr. Mlungisi Xulu via e-mail: [tenders@nyda.gov.za](mailto:tenders@nyda.gov.za).

**Tenders may only be submitted on the tender documentation that is issued by NYDA.**

The tenders must be inserted into the Tender Box available at the Reception Area of NYDA Head Office, **7 NAIVASH ROAD, SUNNINGHILL, 2072** by 11:00 am on the 31<sup>st</sup> of March 2026. Telegraphic, telephonic, telex, facsimile, e-mail, and late tenders will not be accepted.

**NB: NYDA reserves the right to cancel this tender without prior notice and not to appoint any service provider.**

**PART A  
INVITATION TO BID**

**SBD 1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL YOUTH DEVELOPMENT AGENCY)</b>					
BID NUMBER:	RFP2025/06/NYDA	CLOSING DATE:	31 March 2026	CLOSING TIME:	11:00am
DESCRIPTION	<b>APPOINTMENT OF PHYSICAL SECURITY SERVICES FOR NYDA BRANCHES AND DISTRICTS OVER A PERIOD OF ONE (1) YEAR (12 MONTHS).</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>NATIONAL YOUTH DEVELOPMENT AGENCY</b>					
<b>7 NAIVASHA ROAD</b>					
<b>SUNNINGHILL</b>					
<b>NYDA BUILDING</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Mlungisi Xulu</b>		CONTACT PERSON	<b>Mlungisi Xulu</b>	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:tenders@nyda.gov.za">tenders@nyda.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:tenders@nyda.gov.za">tenders@nyda.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART THE QUESTION BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**BID SUBMISSION:**

- BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 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 SPECIAL CONDITIONS OF CONTRACT.
- **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**• TAX COMPLIANCE REQUIREMENTS**

- BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **B. NYDA BACKGROUND AND INTRODUCTION**

The National Youth Development Agency (NYDA) is a South African based agency established primarily to tackle challenges that the nation's youth are faced with. The NYDA was established by an Act of parliament, act no 54 of 2008. The institution was established to be a single, unitary structure, established to address youth development issues at National, Provincial and Local government level. The existence of the NYDA should be located within the broad context of South Africa's development dynamics. Similar to many developing countries, South Africa has a large population of youth, those between the ages 14-35; represent 42% of the total population. Given the youthful nature of the South African population much of the socio economic challenges faced by the nation, i.e. poverty, inequality and joblessness, poor health etc, are borne by the youth. The gravity of challenges South Africa is faced with, require multi - pronged efforts, that simultaneously promote the development of sustainable livelihoods, reduce poverty, inequality and prioritise the development of policies which create an enabling environment for youth development.

The NYDA plays a lead role in ensuring that all major stakeholder's, i.e., government, private sector, and civil society, prioritise youth development and contribute towards identifying and implementing lasting solutions which address youth development challenges. Furthermore, the NYDA designs and implements programmes aimed at improving lives and opportunities available to youth. These programmes could be clustered as follows:

At an individual level (Micro level), the NYDA provides direct services to youth in the form of information provision, mentorship, skills development & training, entrepreneurial development & support, health awareness programmes and involvement in youth initiatives. At a Community level (Meso Level), the NYDA encourages young people to be catalysts for change in their communities through involvement in community development activities, social cohesion activities and national youth service programmes and dialogue.

At a Provincial and National level (Macro Level), through its policy development, partnerships and research programmes, the NYDA facilitates the participation of youth in developing key policy inputs, which shape the socio-economic landscape of South Africa.

The National Youth Development Agency derives its mandate from the legislative frameworks, including the NYDA Act (54 of 2008/Amendment Act 11 of 2024 ), the National Youth Policy (2030) and approved integrated Youth Development Strategy (IYDS) as adopted by the President in July 2022. The NYDA activities could be summarized as follows:

- 15 Lobby and advocate for integration and mainstreaming of youth development in all spheres of government, private sector and civil society
- 16 Initiate, implement, facilitate and coordinate youth development programmes
- 17 Monitor and evaluate youth development intervention across the board and mobilise youth for active participation in civil society engagements

## C. TENDER DATA AND CONDITIONS OF TENDER

The Conditions of Tender are the General Conditions of Contract issued by the National Treasury. The purpose of the Conditions is to:

- 14 Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- 15 To ensure that bidders are familiar with regard to the rights and obligations of all parties involved in doing business with government.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

Clause Number	Clause Heading	Data / Wording
1.1	The Employer is:	<b>The Employer is:</b> National Youth Development Agency (NYDA) <b>7 NAIVASHA ROAD, SUNNINGHILL, 2191.</b>
1.2	Employer's Agent is:	<b>Mr. Mlungisi Xulu</b> Tel: (087) 158 5718 E-mail: <a href="mailto:tenders@nyda.gov.za">tenders@nyda.gov.za</a>
1.3	Eligibility	<p><b>Bidders who do not meet the requirements below will be immediately disqualified from the bidding process.</b></p> <p>The National Youth Development Agency reserves the right to reject bids which are non-responsive, including, without limitation, bids which contain the following defects:</p> <ul style="list-style-type: none"> <li>• Late or incomplete bids;</li> <li>• Failure to conform to the rules or requirements contained in the Tender; including the proposal format;</li> <li>• Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected; and</li> <li>• Noncompliance with applicable law, unauthorized additions or deletions, conditional bids, incomplete bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning.</li> <li>• Bidders are not allowed to outsource any duties/functions to state employees or institutions owned by state employees. Bidders that outsource duties/functions to either state employees or institutions owned by state employees will be disqualified. Should the Agency find out that the bidder outsources duties/functions to either state employees or institutions owned by state employees upon signing the contract/SLA, the agreement will be terminated.</li> </ul> <p><b>Joint Ventures / Consortiums are eligible to submit tenders provided that:</b></p> <ul style="list-style-type: none"> <li>• Where bids are consortia / Joint ventures / S-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number;</li> </ul>

		<ul style="list-style-type: none"> <li>• A Joint Venture Agreement is signed by the JV Partners and attached to this tender document;</li> <li>• A Joint Venture / Consortium must also submit a Joint Venture BBEE Rating Certificate.</li> </ul>
1.4	Clarification Meeting	<p>A compulsory briefing session will be held online on the 12<sup>th</sup> of March 2026 @10:00 via Microsoft TeamViewer (<a href="https://teams.microsoft.com/meet/35504029008725?p=5X10g42J4w9xqp2paY">https://teams.microsoft.com/meet/35504029008725?p=5X10g42J4w9xqp2paY</a>).</p> <p><b>NB: The attendees must register the particulars of the company they are representing at the briefing session; failure to do so, the bidder will be deemed to not have attended the Compulsory Briefing Meeting.</b></p>
1.5	Returnable Documents	Tenderers to submit fully completed and signed returnable documents as stipulated. Tenders must only be submitted on original tender documentation which is issued by the NYDA.
1.6	Number of copies of tender offers to be submitted to the Employer	The returnable part of the tender offer communicated on paper shall be submitted as an original and USB soft copy version of the original.
1.7	Sealing and Delivery of tender offers	<p>The NYDA's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b></p> <p><b>National Youth Development Agency (NYDA) Head Office, 7 NAIVASHA ROAD, 2072. SUNNINGHILL, NYDA Building.</b></p> <p><b>Identification details:</b></p> <p><b>APPOINTMENT OF PHYSICAL SECURITY SERVICES FOR NYDA BRANCHES AND DISTRICTS OVER A PERIOD OF ONE (1) YEAR (12 MONTHS).</b></p> <p>RFP2025/06/NYDA</p>
1.8	Closing time of tender offers	The closing time for submission of proposals is <b>11:00 am on the 31<sup>st</sup> of March 2026</b> as stated on SBD 1 form (Invitation to tender).
1.9	Tender offer validity	The tender offer validity period is 120 days
1.10	Two-Envelope System	A two-envelope system <b>will not</b> be followed.

**D. PROCUREMENT TIMELINES**

<b>PROCUREMENT TIMELINE</b>	<b>DATE</b>	<b>TIME</b>
RFP release date	3 March 2026	08h00 to 16h00
Compulsory Briefing Session	12 March 2026	10h00
Closing date	31 March 2026	11h00
Commencement Date	01 May 2026	

**\*Indicative dates**

**E. TERMS OF REFERENCE FOR TENDER FOR APPOINTMENT OF PHYSICAL SECURITY SERVICES FOR NYDA BRANCHES AND DISTRICTS OVER A PERIOD OF ONE (1) YEAR (12 MONTHS).**

**1. PURPOSE AND OBJECTIVES OF THIS SUBMISSION**

The National Youth Development Agency, hereafter referred to as NYDA, currently located at 7 Naivasha Road, Sunninghill, as its Head Office. We are committed to ensure a high-performance working environment and quality of work life within a conducive environment by providing security systems to our buildings.

The National Youth Development Agency invites suitably qualified Service Provider with a National Footprint in all nine provinces of South Africa to submit proposals for the provision of physical security services for access control as detailed in this request for a period of one (1) year for Branches and Districts offices.

It is crucial for NYDA facilities management to ensure that the buildings are secured in accordance with the Access Control to Premises and Vehicle Act, 53 of 1985, Minimum Physical Security Standards (MPSS) which are applicable in the Public Service.

**2. LEGAL FRAMEWORK**

The service provider shall be familiar with and comply with the relevant Legislation governing the provision of security services as set forth herein while delivering such services.:

- The Private Security Regulatory Authority, Act. 56 of 2001;
- The Control of Access to Public Premises and Motor Vehicles, Act. 53 of 1985;
- The Criminal Procedures Act. 51 of 1977 as amended;
- The Criminal Law Amendment Act. 59 of 1983;
- The Occupational Health and Safety Act. 85 of 1993;
- Prevention and Combating of Corrupt Activities Act, 12 of 2004;
- Basic Conditions of Employment Act 55 of 1998

**3. SCOPE OF WORK**

- 3.1 The Service Provider will be required to provide a proposal with the following:
- 3.1.1 Provide guarding security services at NYDA buildings and in parking areas including but not limited to enforcing access control, conducting physical patrols, stop and search, and investigating suspicious activities, fires, security incidents, and any emergency event, including personnel evacuation to a safe location.
  - 3.1.2 The bidder is to operate a functional and operational control room which provides communication capability between manned posts and the control room.
  - 3.1.3 The bidder should provide NYDA with provincial monthly reports regarding the status of each centre.

3.1.4 The bidder should provide at least four (4) signed positive testimonial letters from existing/previous clients (within past 5 years) where the NYDA may contact for references. The signed letters must include: a brief description of the services that you provided, address of the location where the services were rendered, client name, contact name, address, phone number, contact amount, duration period of the contract and the level of satisfaction.

#### 4. DURATION OF CONTRACT

The contract will run for a period of one (1) year, subject to the NYDA's terms and conditions.

#### 5. LOCATIONS

The services are to be provided at the following NYDA Branches and Districts centres:

No.	Office	Location
<b><u>NYDA: Gauteng</u></b>		
1	Johannesburg	112 Main Street, 3rd Floor, Marshalltown, Johannesburg
2	West Rand	3 Sutherland Street Randfontein
3	Sedibeng	MLM Building, 1st Floor, Cnr. Kruger Avenue and Edward Street, Vereeniging
4	Tshwane Branch	252 Thabo Sehume Street, Ground Floor, Middestad Mall
<b><u>NYDA: Limpopo</u></b>		
5	Polokwane	33 Biccard Street, Polokwane
6	Thulamela	Thulamela Information Centre, Punda Maria Road, Thulamela
7	Tzaneen	21C Peace Tzaneen
8	Waterberg	11 Jourdan Street, Mollies Building, Thabazimbi
<b><u>NYDA: North-west</u></b>		
9	Rustenburg	39 Heystek Street; Next to SARS, Rustenburg
10	Dr RS Mompoti	SEDA Offices, No. 8 Moffat Street, Vryburg
11	Dr KK Kaunda	West End, 51 Leask Street, Klerksdorp
<b><u>NYDA: Mpumalanga</u></b>		
12	Mbombela Branch	ABSA Square, 20 Paul Kruger St, 5 <sup>th</sup> Floor, Mbombela
13	Secunda Branch	Kiwiet Office Park, Block D (3rd Door), Secunda, 2302
14	Bohlabelo	Thulamahashe Municipality Office, Old Thulamahashe Road Next to Mhala Magistrate Court Thulamahashe
15	Emalahleni Branch	22 Beatty Street, Emalahleni
<b><u>NYDA Free State</u></b>		
16	Bloemfontein	GF Shop 125, Sanlam Plaza, Cnr Maitland and East Burger Street, Bloemfontein, 9301 (to be confirmed)
17	Thabo Mofutsanyane-Bethlehem	Lamond Road, New Hall, Bohlokong Youth Centre, Bethlehem
18	Lejweleputswa	Lejweleputswa ICT HUB, Volks Road, Welkom City Centre
<b><u>NYDA: Northern Cape</u></b>		

No.	Office	Location
19	Kimberly	2 <sup>nd</sup> Floor Perm Building, Cnr Phakamile Mabija Street and Du Toit Span Road, Kimberley
20	John Taolo Gaetsewe District	4 Federale Mynbou St, Kuruman
<b><u>NYDA: Eastern Cape</u></b>		
21	Port Elizabeth	Ground floor, Kwantu Towers, Govan Mbheki Avenue,
22	Umtata	Myezo House, Nelson Mandela Drive, Mthatha
23	Alfred Nzo	Ingwe TVET College– Administration Block, Mount Frere, Eastern Cape
24	Sarah Baartman	57 Voortrekker Road, Alexandria
25	East London	(Old Jet Building), Corner Caxton and Oxford Street, East London
26	Chris Hani	79 Livingstone Street, Queenstown
<b><u>NYDA: Western Cape</u></b>		
27	Cape Town	271 Victoria Road, 1 <sup>st</sup> Floor, Salt River, Cape Town
28	George	86 Mitchell Street, George Central, George
<b><u>NYDA: Kwa-Zulu Natal</u></b>		
29	Durban	71 Victoria Embankment, 15 <sup>th</sup> Floor, Durban
30	Empangeni	Cnr. Main & 44 Turnbull Street, Old Zikhulise Building, Empangeni
31	uThukela	25 Keate Street, Ladysmith
32	Ugu	22 Price Street, Port Shepstone
33	Umkhanyakude	uMfolozi TVET College, E-Learning and Library Building – Block C Bhambanana Area, Road P522/2, Jozini
34	Umgungundlovu	Tourism Center, 1 <sup>st</sup> Floor, 283 Langalibalele Street, Pietermaritzburg
35	Harry Gwala	Esayidi TVET College, uMzimkhulu Campus, uMzimkhulu

## 6. ACCESS CONTROL MEASURE

The Service Provider shall take all necessary steps to safeguard the premises and/or vehicles as well as the contents thereof and the people therein or thereon, which safeguarding is to be executed by applying access control in terms of the Control of Access to Public Premises Act 53 of 1985. Parking and the building perimeter shall be covered. The Service Provider must provide NYDA with a required number of unarmed security officers as indicated in the table below:

No.	BRANCH	POST	NO OF OFFICERS	GRADE	DAY-SHIFT	DAYS PER WEEK
1.	Tshwane	Reception Entrance	1 male 1 female	C	07h00 To 18h00	5

No.	BRANCH	POST	NO OF OFFICERS	GRADE	DAY-SHIFT	DAYS PER WEEK
2.	Johannesburg	Reception Entrance	1 male 1 female	C	07h00 To 18h00	5
3.	Sedibeng	Reception Entrance	1 male 1 female	C	07h00 To 18h00	5
4.	West Rand	Reception Entrance	1 male 1 female	C	07h00 To 18h00	5
5	Thohoyandou	Reception Entrance	1 male 1 female	C	07h00 To 18h00	5
6	Polokwane	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
7	Tzaneen	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
8	Waterberg	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
9.	Rustenburg	Reception Entrance	1 male 1 female	C	07h00 To 18h00	5
10	Dr RS Mompoti	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
11.	Dr KK Kaunda	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
12.	Nelspruit	Reception Entrance	1 male 1 female	C	07h00 to 18h00	5
13.	Secuda	Reception Entrance	1 male 1 female	C	07h00 to 18h00	5
14.	Witbank	Reception Entrance	1 female 1 male	C	07h00 to 18h00	5
15.	Bohlabelo	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
16.	Bloemfontein	Reception Entrance	1 female 1 male	C	07h00 to 18h00	5
17.	Thabo Mofutsanyane - Bethlehem	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
18.	Lejweleputswa	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5

No.	BRANCH	POST	NO OF OFFICERS	GRADE	DAY-SHIFT	DAYS PER WEEK
19	Kimberly	Reception Entrance	1 female 1 male	C	07h00 to 18h00	5
20	John Taolo Gaetsewe - Kuruman	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
21	Port Elizabeth	Reception Entrance	1 female 1 male	C	07h00 to 18h00	5
22	East London	Reception Entrance	2 female 2 male	C	07h00 to 18h00	7
23	OR Tambo	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
24.	Alfred Nzo	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
25.	Sarah Baartman	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
26.	Chris Hani	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
27.	Cape Town	Reception Entrance	1 female 1 male	C	07h00 to 18h00	5
28.	George	Reception Entrance	1 female 1 male	C	07h00 To18h00	5
29.	Durban	Reception Entrance	1 female 1 male	C	07h00 to 18h00	5
30.	Empangeni	Reception Entrance	1 female 1 male	C	07h00 to 18h00	5
31.	Uthukela	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
32.	Ugu	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
33.	Umkhanyakude	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
34.	Umgungundlovu	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5
35.	Harry Gwala	Reception Entrance	1 female 1 male	C	07h00 To 18h00	5

## 7. DETAILED REQUIREMENTS

### 7.1 Security Officers (Unarmed)

7.1.1 The security officers must not be younger than 18 years of age.

7.1.2 The security officers must at least have obtained a Grade 10 or Senior Certificate qualification.

7.1.3 The security officers, who will render the service on site, must have; a PSIRA approved grade C qualification

7.2 The Service Provider must submit a recent SAPS criminal record clearance certificate, (at his/her own expense) to the NYDA Manager: Facilities and Security in respect of all security officers he/she supplies to render the service, within fourteen (14) working days after commencement of the service.

7.3 Security officers supplied to render the security services must be trained to the standard set by the Private Security Industry Regulatory Authority (PSIRA) and must be trained at a PSIRA accredited centre. The security officers must understand and be able to implement the Control of Access to Public Premises and Vehicle Act No. 53 of 1985.

7.4 The security officers must, at a minimum, be able to properly communicate and be able to correctly address NYDA personnel and clients when addressed. A good understanding of communication skills via handheld radios is also essential.

## 8. Public Liability Cover

The bidder must provide proof of a certified liability cover of at least five-million-rand value (R5m). This will again be verified after tender awarding phase, required before the commencement of the services.

## 9. ASSUMPTION OF DUTIES

The Service Provider must be in possession to assume duty on 01 May 2026.

## 10. MAXIMUM HOURS

No security personnel may be allowed to work a shift longer than twelve (12) hours a day.

## 11. Minimum Wages

It is expected that the Service Provider shall pay his/her employees at least the minimum monthly basic wage, as prescribed by the law (**latest Sectorial Determination Resolution; Private Security Sector, South Africa as amended**).

## **12. Project Implementation Plan**

The project implementation strategy is built on proven methodologies from previous deployments in similar environments. The plan ensures a seamless transition, consistent service quality, and proactive risk management across NYDA sites.

### **12.1 Security Risk Assessment- show the strategies to be deployed on the following:**

- A comprehensive security risk assessment to be conducted at each NYDA site within the first two weeks of project inception.

### **12.2 Deployment Plan on Assumption of Duty- how will it be implemented**

- A phased deployment plan will be executed, ensuring full coverage with minimal disruption.

### **12.3 Weekly Progress Reporting Template- to be submitted with the plan**

Weekly progress reports must include:

- Guard attendance and deployment summary
- Site audit outcomes
- Security equipment status
- visitor and access control logs

### **12.4 Monthly Progress Reporting Template**

Monthly reports will expand on weekly data and include:

- Performance reviews
- Updated risk assessments
- Any changes in deployment
- Feedback from NYDA site management
- Training records

### **12.5 Contingency Plan- submit a robust contingency framework to ensure uninterrupted security service during any crisis or unforeseen disruption.**

### **12.6 Industrial Action / Labour Disputes- the company must be able to mitigate the risks of the following.**

- Internal Strike (Own Security Personnel):
- Strike by NYDA Personnel:
- Local Community Strike:

### **12.7 Emergency Situations- The company must submit the plan on the following.**

- Bomb Threat / Suspicious Parcel:
- Natural Disaster (e.g., floods, fires, storms):

### **12.8 Tactical Team Availability the company have must cover the following:**

- A Tactical Response Team
- Equipped to respond to high-risk incidents, public unrest, and critical security breaches.
- All tactical officers are trained in conflict resolution, crowd control, and emergency response.

### **13. OATH OF SECRECY**

- 13.1** All security personnel, as well as Service Provider Management involved with the NYDA at the commencement of this agreement, must sign an "Oath of Secrecy" declaration and submit the declaration to the NYDA Senior Manager: Business Performance.
- 13.2** The Supervisor and security officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the NYDA.
- 13.3** The Supervisor and security officers are prohibited from reading documents or records in offices, or from the unnecessary handling thereof.
- 13.4** The Service Provider or any of his/her employees may not furnish any information concerning the NYDA and its activities to the public or to the media.

### **14. SECURITY VETTING**

The Service Provider's company, its directors and personnel may be subjected to NYDA's screening and vetting processes prior to the awarding of the contract. Failure to comply will render immediate cancellation.

### **15. GENERAL REQUIREMENTS FOR SECURITY OFFICERS**

- 15.1** Security officers must at all times present an acceptable image and appearance while on duty which implies, inter alia, that they may not sit, smoke, eat or drink while attending to people.
  - 15.2** The supervisors and security officers must always present a dedicated attitude. A dedicated attitude approach shall imply, inter alia, that there shall be no unnecessary arguments with clients, visitors/staff, or discourteous behaviour towards them.
  - 15.3** The supervisors and security officers must be physically healthy and medically fit for the execution of their duties.
  - 15.4** How the security officers will execute their work within NYDA;
  - 15.5** When uniforms will be issued to the officers in the 12 months period;
  - 15.6** When and how officers will be trained in the 12 months period;
  - 15.7** When the quarterly report (the report which includes the payment of UIF, COID/WCA, provident fund, and copies of monthly pay slips for all officers on site) will be submitted;
  - 15.8** When officers will take leave; and how will a stand-by replacement will be done;
  - 15.9** Duty roster of security officers;
- 16.** The exchange of any security officers may only be executed with prior consent, with at least 24 hours' notice, of the NYDA Security Administrator.

### **17. SECURITY OFFICER RECORDS**

- 17.1** The Service Provider must keep proper files as well as appropriate documents of all security officers who are employed for the purpose of rendering the required service to the NYDA, for the purpose of inspection.
- 17.2** The appropriate documents shall include, inter alia, the following: Grading of security officers which is grade C.
- 17.3** Training Certificates of successfully completed security courses as prescribed by the Private Security Industry Regulatory Authority; Monthly submission of wages received by employees; and Proof of registration with PSIRA.

### **18. SECURITY AIDS**

- 18.1** The Service Provider must ensure that the following security registers are available on site, at own cost:

Occurrence book;

- Access control registers;
- NYDA Vehicle Register;
- Mail Receipt Register;
- Removal Permit;

- Fire-arm Register;
- Security Duty Roster;
- Duty (Posting) Sheet.
- Radios (handheld where applicable),
- Torches (at night),
- Pocket books, Pens, Whistles, Handcuffs, and
- Batons.

## 19. SECURITY UNIFORM

The following regulations must be followed in terms of security personnel's uniforms: Cost for uniform may not be deducted from the security personnel but must be provided by the appointed company; Minimum clothing must be allowed, inter alia; Two pairs of socks, Two pairs of shoes, Two pair soft pants / skirts, Four shirts / blouses, Two ties, One blazer, and Two pullovers.

The above issue is applicable for each year of service.

## 20. REGISTRATION REQUIREMENTS

**20.1** Service Providers should provide the NYDA with the following certification before the Proposal can be considered:

- 21.1.1 Registration as an employer with the COIDA;
- 21.1.2 Unemployment Insurance Fund registration;
- 21.1.3 Registration with the Private Security Industry Regulatory Authority (PSIRA); and Bidders to provide proof of good standing from the above institutions

**20.2** The company must be registered in terms of the Private Security Industry Regulatory Authority and as proof thereof a copy of registration must be attached with the bid.

**20.3** All security officers that the Bidder supplies to render the service must be registered as security officers in terms of the Private Security Industry Regulatory Authority.

## 21. SUBMISSION REQUIREMENTS

**21.1** One hardcopy must be the original submission, clearly marked "Original" and soft copy (USB) versions of the original.

**21.2** Bidders should take particular care to ensure that there are no discrepancies between all submissions to the NYDA. NYDA reserves the right to reject any tenders if there are discrepancies.

**21.3** Each individual envelope must be clearly marked with the following information:

**21.3.1** Description of the Submission: **APPOINTMENT OF PHYSICAL SECURITY SERVICES FOR NYDA BRANCHES AND DISTRICTS OVER A PERIOD OF ONE (1) YEAR (12 MONTHS).**

**21.3.2** Submission Tender Number: **RFP2025/06/NYDA**

**21.3.3** ORIGINAL and Soft Copy in a USB

**21.4** Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted.

**21.5** All submissions received by NYDA will become the property of the NYDA and will not be returned to the respondent.

**21.6** The submissions must be inserted into the TENDER BOX available at the Reception Area of NYDA

Head Office, 7 Naivasha Road, Sunninghill, Johannesburg. NYDA Building between 08h00 am and 17h00 pm weekdays.

- 21.7** Respondents are invited to observe the closing date and time of the submission as per the advertisement
- 21.8** Unsuccessful submissions will be informed in writing when the process is concluded.
- 21.9** A submission will be considered late if received after the specified date and time. Respondents are therefore strongly advised to ensure that submissions be despatched allowing enough time for any unforeseen events that delay the delivery of the submission.

## **22. PROPOSAL CONTENT**

### **The proposal should cover the following contents:**

- 22.1** Reference letters - The respondent must demonstrate its experience and knowledge in providing the technical requirements as outlined in the scope. Specifically, the respondent must provide the following information to accompany the submission:
- 22.2** Company experience – A bidder should have at least 5 years' experience in the security service industry, Provision of proof that the bidder has experience and the necessary skill to provide the required services.
- 22.3** Team leader – A holder of PSIRA grade A or B with at least 5 years' experience as team leader.
- 22.4** Technical proposal – The technical proposal should cover the following:
  - 22.4.1** The risk assessment – including safeguarding assets, identifying security threats and vulnerabilities, determining and prioritizing risks, analysing and developing security controls, documenting results, creating a remediation plan, implementing recommendations and evaluating.
  - 22.4.2** Occupational health and safety – Following safe work procedures, Reporting any injury or illness immediately to the supervisor
  - 22.4.3** Emergency plan – in case of unrest, strike, unforeseeable business destruction that is likely to affect the NYDA operations.
  - 22.4.4** Communication plan – which provides communication capability between manned posts and the control room.
  - 22.4.5** Human resource allocations and replacement plan – bidder to explain how the security officers will be allocated and what is the replacement plan.
  - 22.4.6** Monthly security reports sample – security risk assessment and incident report samples

## **23. ENQUIRIES/COMMUNICATION**

**Contact person for any enquiries with regards to the tender submission should be addressed to:**

Mr Mlungisi Xulu - Supply Chain Management Unit

Email: [tenders@nyda.gov.za](mailto:tenders@nyda.gov.za)

All clarifications or enquiries must be made in writing and received by the NYDA. Telephonic requests for clarification will not be accepted.

## 24. SUBMISSION EVALUATION/ADJUDICATION

Submissions will be evaluated in Four (4) phases:

- 24.1 Compliance/eligibility.
- 24.2 Technical/Functionality.
- 24.3 Site Inspection
- 24.4 Price and BEE evaluation

## 25. COMPLIANCE/ELIGIBILITY EVALUATION – Phase 1

NO	DESCRIPTION
1	A proof of registration as a vendor on the National Treasury Central Supply Database (CSD), which can be found at <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017
2	Proof that the bidder is in good standing with SARS certified. Such information will be verified through Central Supply Database (CSD) or using SARS e-filing pin in National Treasury compliance with instruction note 9 of 2017/2018 <b>prior</b> to the award of the bid.
3	SBD1 - Invitation to bid fully completed and duly signed.
4	SBD 4 - A fully completed and duly signed declaration of Interest. Should a conflict of interest be declared or identified, the bid would be declared non-responsive. NB Bidder must ensure all pages are complete and all questions answered, you are to indicate not applicable (N/A) where appropriate.
5	Bidder must submit a certified letter of good standing from Compensation for Occupational Injuries & Diseases (COID) not more than three months
6	Bidder must submit a valid Company's PSIRA certification certified, and the bidder must submit a valid Letter of Good Standing with PSIRA certified not more than three months.
7	The bidder must proof of a certified liability cover of at least five-million-rand value (R5m) ( letters of intent will not be accepted) not more than three months
8	Bidder must provide a valid certificate of compliance with the Department of Labour for Unemployment Insurance Fund (UIF)certified not more than three months
9	Bidder must provide a valid certified Private Security Sector Provident Fund Section 13A Confirmation Letter or supporting document for compliance with Pension Fund Act (Proof of exemption with PSSPF must be provided if the bidder has an alternative fund) not more than three months
10	Bidder must submit a fully completed price breakdown in line with PSIRA illustrative direct cost as per guidelines as per the attached PSIRA Rate Pricing Schedule (Annexure B)
11	Bidder must submit an ICASA license certified or a valid signed MOU from service provider with valid ICASA license for two-way radio.
12	Bidder must submit lease agreement or utility bill in the name of the bidder as a proof of fully functional and operational control room which provides communication capability between manned posts and the control room.

NO	DESCRIPTION
13	Provide proof of company vehicles in a schedule and proof of ownership for the vehicles ( certified copy of proof of ownership or Vehicle Registration Certificate, which also known as the NaTIS document. It must be in under the bidder company or its directors.
14	The letter of registration with accredited health insurance for the guards
	Provide the certified identity copy of the directors of the company on older than three months
15	A submission of one hard copy of the original submission and soft copy of the original version in a f
16	A fully completed and signed pricing schedule

**NB: Bidder that fails to meet any of these stipulated requirements above will not be considered for the next phase of evaluations.**

## 26. TECHNICAL/FUNCTIONALITY EVALUATION – Phase 2

The evaluation of the functionality of the proposals will be evaluated as per the criteria contained in the table below:

Category	Sub criteria	Total score	Score	Form of Evidence
<b>Provision of at least five(5) signed positive testimonial letters from existing/previous clients (within past 5 years) where the NYDA may contact for references. The signed letters must include: a brief description of the services that you provided, contact details, contract period, contract value where the services were rendered and the level of satisfaction.</b>				
This criterion covers positive testimonial letters from current or previous clients within the previous 5 years with similar contract.	Five or more positive testimonial letters	30	30	Signed Positive testimonial letters on the client letter head with contact details letters must be for fixed term contracts of not less than 24 months and confirm compliance and satisfactory service
	Four positive testimonial letters		20	
	Three positive testimonial letters		10	
	Two or no testimonial letters provided		0	
<b>Team leader Experience</b>				
Team Leader	PSIRA Grade A or B and five years working experience as a team leader	20	30	Five Team leader PSIRA Certificate and detailed CV's shown team leaders experience aligned to sub criteria
	Not provided		0	
<b>Project Implementation Plan: Bidder must submit a project plan based on their previous experiences on how they will manage the NYDA sites based on topics cover on paragraph 12 Proposal content:</b>				
	All covered	30	30	Technical Proposal

Category	Sub criteria	Total score	Score	Form of Evidence
This sub-criterion covers clear methodology.	Covered only 6		20	
	Covers less than 6		0	
<b>Company Ownership</b>				
This sub-criterion covers youth owned companies	At least 51% youth owned company	20	10	CIPC Documents or CSD Report
	At least 51% women owned company		5	
	At least 30% owned by persons with disability		5	
	Companies not belonging to the categories above		0	
Total points		100		

NB: Any proposal not meeting a minimum threshold of 70 points on functionality will not be considered for further evaluation.

### 27. SITE INSPECTION – PHASE 3

REQUIREMENTS	YES	NO
a) A control room which operates 24 hours, 7 days a week:		
b) Installed and operational communication capability PTT/base radio to communicate with sites and land line		
c) Emergency telephone contact list displayed on the walls		
d) Computers or laptops or screens that are operational for security services		
e) Vehicle equipped with functioning communication capability		
f) Uniform of the security personnel which must also include rain suits, and reflectors.		

**NB: This phase will only be applicable to bidders who have managed to pass phase 2.**

**Bidders who failed to comply with all requirements in phase 3 (site inspection) will not be considered for the next phase Price and B-BBEE evaluations and will be disqualified. Only those who comply will be considered further.**

**28. PRICING SCHEDULE – PHASE 4**

<b>NO.:</b>	<b>BRANCH</b>	<b>GRADE C</b>	<b>Monthly Rate</b>	<b>TOTAL Excl VAT</b>
1.	Tshwane	2 X Guards		
2.	Johannesburg	2 X Guards		
3.	Sedibeng	2 X Guards		
4.	West Rand	2 X Guards		
5.	Polokwane	2 X Guards		
6.	Tzaneen	2 X Guards		
7.	Waterberg	2 X Guards		
8.	Thulamela	2 x Guards		
9.	Rustenburg	2 X Guards		
10.	Dr RS Mompoti	2 X Guards		
11.	Dr KK Kaunda	2 X Guards		
12.	Nelspruit	2 X Guards		
13.	Secuda	2 X Guards		
14.	Witbank	2 X Guards		
15.	Bohlabelo	2 X Guards		
16.	Bloemfontein	2 X Guards		
17.	Thabo Mofutsanyane-Bethlehem	2 X Guards		
18.	Lejweleputswa	2 X Guards		
19.	Kimberly	2 X Guards		
20.	John Taolo Gaetsewe -Kuruman	2 x Guards		
21.	Port Elizabeth	2 x Guards		
22.	East London ( 2 are for night shift)	4 x Guards		
23.	OR Tambo	2 x Guards		
24.	Alfred Nzo	2 x Guards		
25.	Sarah Baartman	2 x Guards		
26.	Chris Hani	2 x Guards		
27.	Cape Town	2 x Guards		
28.	George	2 x Guards		
29.	Durban	2 x Guards		
30.	Empangeni	2 x Guards		
31.	Uthukela	2 x Guards		
32.	Ugu	2 x Guards		
33.	Umkhanyakude	2 x Guards		
34.	Umgungundlovu	2 x Guards		
35.	Harry Gwala	2 x Guards		
<b>TOTAL EXCLUDING VAT Monthly</b>				
<b>TOTAL EXCLUDING VAT Annually (12 months)</b>				

NO.:	BRANCH	GRADE C	Monthly Rate	TOTAL Excl VAT
EMERGENCY SECURITY SERVICES				R500 000,00
SUBTOTAL EXCLUDING VAT				
VAT				
TOTAL INCLUDING VAT				
EMERGENCY SECURITY SERVICES				
Rates per hour				

### 28.1 Price instruction

Pricing should include VAT and must be in South African Rand.

- a) Bidder must price according to PSIRA Rates failure to do so will result in disqualification;
- b) Breakdown on PSIRA rates must be provided as per **Annexure B**;
- c) Labour rates must comply with all the relevant legislation. Should there be any element of unfair labour practice, NYDA reserves the right to disqualify the bidder or terminate the contract;
- d) Bidders must provide separate labour rate for guarding of the branch after operating hours due to emergencies including when the branch electronic intrusion detection is not functional;
- e) Price quoted should be for 1 year;
- f) Price must be in line with a grade "C" guard's rates;
- g) The tender documents must be completed in non-erasable ink;
- h) The use of correction fluid/tape is not permitted;
- i) All pricing should include VAT and must be in South African Rand;
- j) Prices tendered must be valid for 120 days;
- k) Posting of guards outside operating hours when the need arises must be quoted separately guided by PSIRA rates;
  - Bidders are to bring the total amount from the pricing schedules above to the final summary;

## **29. SPECIAL CONDITIONS**

- a) NYDA is not bound to accept any of the bids submitted.
- b) NYDA reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference prior to the closing date.
- c) The cost of preparing of bids will not be reimbursed.
- d) The security officer must have no criminal records under his/her name, (proof of police clearance will be requested). Documents submitted on time by bidders shall not be returned and shall remain the property of the NYDA.
- e) The NYDA holds the right to screen (and interview) the security officers supplied to render the service within seven (7) days after commencement of the service. NYDA also holds the right to verbally request an immediate replacement should the security officer not meet the criteria or perform to the accepted standard. Thereafter the service provider will be allowed 48 hours to replace poorly performing personnel or initiate (in agreement with the NYDA) an up-skilling process to train the relevant employee to a suitable level of performance.
- f) The NYDA retains the right to decline appointed officials who have failed to comply based on the abovementioned conditions.
- g) The NYDA retains the right to ascertain from PSIRA as to whether the supervisors and security officers are in good standing with PSIRA.
- h) The NYDA reserves the right to select the appropriate bidder based on its requirements. The decision of the adjudication committee and the financial committee of the NYDA will be considered final.
- i) Appointed provider will be required to submit CV's of the personnel to be deployed in all branches and district before commencing with the work.

## **30. REVIEW PROCESS**

- a) In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to the bid and to complete all the mandatory fields and questionnaires.
- b) Documents submitted on time by bidders shall not be returned and shall remain the property of the NYDA.
- c) All bids duly lodged will be evaluated in accordance with the evaluation criteria.
- d) NYDA may require presentations from short-listed bidders as part of the bid process

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

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

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

every respect:

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

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

---

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

## SBD 6.1

### 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 **80/20** preference point system.

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	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

#### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes

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

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

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

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

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes

of this tender the tenderer will be allocated points based on the goals stated in 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% owned by people that are women	05	
At least 50% owned by disabled people	05	
At least 51% owned by black people that are youth	10	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

## **GOVERNMENT PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **NOTES**

**The purpose of this document is to:**

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

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

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

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## General Conditions of Contract

### 1. Definitions - The following terms shall be interpreted as indicated:

- 1.1** "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2** "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3** "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4** "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5** "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6** "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7** "Day" means calendar day.
- 1.8** "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9** "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10** "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11** "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12** "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13** "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14** "GCC" means the General Conditions of Contract.
- 1.15** "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16** "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17** "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18** "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19** "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20** "Project site," where applicable, means the place indicated in bidding documents.
- 1.21** "Purchaser" means the organization purchasing the goods.
- 1.22** "Republic" means the Republic of South Africa.
- 1.23** "SCC" means the Special Conditions of Contract.
- 1.24** "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25** "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application -**

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

## **3. General -**

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

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

#### **4. Standards -**

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

#### **5. Use of - contract documents and information; inspection.**

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) 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:

14.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;

14.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;

14.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

14.1.4 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

14.1.5 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 -**

**16.1** The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

**16.2** The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

**16.3** Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

**16.4** Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices -**

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

## **27 Contract – be Amendments concerned.**

**18.1** No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties

- 19. Assignment -** **19.1** The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts -** **20.1** The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the –  
supplier's performance** **21.1** Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2** If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3** No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4** The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5** Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6** Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties -** **22.1** Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed

goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination –  
of  
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 –**

**24.1** When, after the date of bid, provisional payments are required, or **and countervailing** antidumping or countervailing duties are imposed, or the amount of a **duties and rights** 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 –**

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

## **Disputes**

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation – the of liability**

**28.1** Except in cases of criminal negligence or wilful misconduct, and in 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 – other language**

**29.1** The contract shall be written in English. All correspondence and 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  
(NIP) Programme**

**33.1** The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**General Conditions of Contract (revised February 2008)**

AREA 1 & AREA 2

	Description	Explanation	Grade			Calculations
			A	B	C/D/E	
EMPLOYEE BENEFITS	<b>MONTHLY SALARY</b>					<b>PROMULGATED</b> monthly salary
	<b>HOURLY EQUIVALENT RATE</b>	Labour Legislation provision	as calculated	as calculated	as calculated	*(Monthly salary/hours per week) x (3/13)
	<b>Ordinary time:</b> i) Primary Sec Officer ii) *Relief Sec Officer Leave provision Sick Pay Study leave Family response Leave Provident fund Health insurance Statutory annual bonus	4 shifts per week (48 hrs) 2 shifts per week (24 hrs) 4.333 weeks p/m @ X1.5 1 shift p/m @ X1 21 consecutive days leave 1 shift p/m 6 days per annum 5 days per annum 7 Rand, p/night shift worked 31 Rand p/m 6.5 % of Fund Salary 172.5 p/m Monthly salary				Legislated minimum wage rate hr x 24 x 4.333 12 x 4.333 x hr x 1.5 (Sunday rate) hr x 12 (1x portion already incl. in basic) (daily rate * 15/12) x 1.5 (reliever) hr x 12 x 1.5 (reliever) ((hr x 12 x 6) / 12) x 1.5 (reliever) ((hr x 12 x 5) / 12) x 1.5 (reliever) (365 / 12) x 6 Allowance x 1.5 (reliever) Fund Salary x 7.5% x 1.5 (reliever) Medical insurance x 1.5 (reliever) Monthly salary / 12 x 1.5 (reliever)
	<b>SUB TOTAL: EMPLOYEE BENEFITS</b>					
STATUTORY FEES	UIF	1 % of employees income				(Total income: Primary + reliever) x %
	COID/WCA	2.88 % of employees income				(Total income: Primary + reliever) x %
	Skills development levy	1 % of remuneration (SDL)				(Total income: Primary + reliever) x %
<b>SUB TOTAL: STATUTORY FEES</b>						<b>B</b>
ADDITIONAL COSTS	Sets of uniform (Statutory requirement)	1500 Rand p/p p.a				(Rand value + reliever(50%) / 12
	Share of overheads	40 % of direct cost (Economy of scale rule applies)				(A + B) x 40% (for the purpose of this structure, 40% of all costs were considered)
<b>SUB TOTAL: POSSIBLE EXTRA COSTS</b>						<b>C</b>
<b>TOTAL COST PER MONTH</b>						<b>A + B + C</b>

AREA 1 & 2 comprises the Magisterial districts of Alberton, Bellville, Benoni, Boksburg, Bloemfontein, Brakpan, Camperdown, Chatworth, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Kleksdorp, Krugersdorp, Kullisriver, Mitchell's Plain, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg

**NOTE:**

1. Excludes profit and VAT
2. Applicable rates & conditions of employment are in terms of applicable Labour Legislation
3. The Authority will not be held responsible in respect of your reliance on the accuracy of the aforesaid information.
4. \*Relief Security officer is a permanent employee
5. Share of overheads include inter alia, liability and other insurance, payroll and admin, control centre, transport costs (vehicles, maintenance and fuel), fixed infrastructure, rates & taxes, registers, security aids, occupational health and safety compliance, management and supervision and statutory fees payable.