SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	**PUDP 817**	CLOSING DATE:	**27/08/2026**	CLOSING TIME:	**11h00**
DESCRIPTION	**PROVISION OF PHYSICAL SECURITY SERVICES AT HEAD OFFICE FOR A PERIOD OF 36 MONTHS**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
PHAMOKO TOWERS BUILDING
NO 39 CORNER CHURCH AND BODENSTEIN STREET
POLOKWANE
0700

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mable Bopape**	CONTACT PERSON	**Ms Makaepea M**
TELEPHONE NUMBER	**015 294 8420**	TELEPHONE NUMBER	**015 294 8315**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**bopapemm@dtcs.limpopo.gov.za**	E-MAIL ADDRESS	**makaepeam@dtcs.limpopo.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B   SBD 1
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ……………………………

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE:ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED
IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.

Name of bidder...Bid number: **PUDP 817**

Closing Time 11:00 on **27/08/2026**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)

- Required by: ....
- At: ....

....

- Brand and model ....
- Country of origin ....
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s) ....
- Period required for delivery ....
  *Delivery: Firm/not firm
- Delivery basis (all delivery costs must be included in the bid price) ....

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

Delete if not applicable

SBD 4

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 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 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 consortium1 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

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1 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.

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

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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.

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

"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;

(a) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(b) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(c) **"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

(d) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
Enterprises owned by at least 51% black people	N/A	2	N/A		Central Supplier Database (CSD)
Enterprises owned by at least 51% women	N/A	4	N/A		Central Supplier Database (CSD)
Enterprises owned by at least 51% youth	N/A	4	N/A		Central Supplier Database (CSD)
Enterprises owned by at least 51% persons with disability	N/A	2	N/A		Disability certificate issued by health professionals
Enterprises owned by at least 51% military veterans	N/A	2	N/A		Confirmation letter issued by Department of Military Veterans
Small, Medium and Micro Enterprises (SMMEs)	N/A	1	N/A		Central Supplier Database (CSD)
Enterprises located in rural areas or townships	N/A	2	N/A		Municipality Utility Bills or Lease Agreements or Proof of Residence from Tribal Authority or Municipality/ Municipal Council
Enterprises located in Limpopo Province	N/A	3	N/A		Municipality Utility Bills or Lease Agreements or Proof of Residence from Tribal Authority or Municipality/ Municipal Council
Total		20			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm..

4.4. Company registration number: ....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

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

....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ....
DATE: ....

ADDRESS: ....

....

....

....

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12" Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

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

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

(b) in the event of termination of production of the spare parts:

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

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.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or wasin the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties,

license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

LIMPOPO

PROVINCIAL GOVERNMENT

REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

TRANSPORT AND COMMUNITY SAFETY

PUDP 817: HEAD OFFICE

TERMS OF REFERENCE

Appointment of Service Provider(s} for the Provision of Physical Security Services (Access Control, Guarding, Asset Protection, Patrolling and Escorts) at Head Office (Polokwane) for a three-year period

1. DEFINITIONS AND TERMS

1.1. In these Terms of Reference, unless the context indicates otherwise, a word or expression to which a meaning has been ascribed in the Terms of Reference, has the same meaning, and

(a) "**Contract**" means an agreement entered into between the successful bidder(s) and the Limpopo Department of Transport and Community Safety. Such a contract will include all appendices to the main document and must conform to the Terms of Reference.

(b) **"Bidder(s)"** means person or persons, partnership or firm who herewith submits a bona fide bid for the provision of physical security services to Limpopo Department of Transport and Community Safety.

(c) "**Department**" means Limpopo Department of Transport and Community Safety.

(d) **"PSIRA**" means Private Security Industry Regulatory Authority

1.2. Words in the singular shall also include words in the plural and vice versa and words denoting the male gender shall be interpreted as also referring to the female gender where the context permits.

2. SCOPE AND SERVICE LEVEL REQUIREMENTS

2.1 Provision of a 24-hour physical security service at Head Office.

2.2 The duration of the contract will be for a period of three years commencing from the date on which the successful bidder and the Department sign the Service Level Agreement.

3. SERVICE PROVIDERS OBLIGATION

The requirements when providing physical security services for the department are as follows:

(a) Render 24 hours Physical Security Services for a period of 3 years from the date of contract commencement for Head Office (Phamoko Towers, Snabasa Building and 40 Paul Kruger Building).

(b) Ensure the protection and recording of departmental assets, property, staff and clients upon entry and exit.

(c) Provision of required security equipment. Registers to be availed at all sites and remain the property of the department for future reference and archival purposes.

(d) Reporting security breaches/incidents to the Department and SAPS.

(e) Ensure compliance with PSIRA, Departmental Security Policy and other relevant legislations.

(f) Ensure deployment of security officers who are registered with PSIRA and in good standing.

(g) Ensure all security officers report for duty on time and wear appropriate uniform.

(h) Ensure all vehicles are controlled, searched and recorded upon entry and exit from the premises.

(i) Ensure that all visitors are positively identified in the form of producing identity documents or drivers licenses upon entering the premises.

4. MINIMUM BID REQUIREMENTS

4.1 Administrative Requirements

(i) The bidder must be registered with the Private Security Industry Regulatory Authority (PSIRA) in terms of Private Security Industry Regulatory Act (Act 56 of 2001).

(ii) Registration of the bidder's directors at a minimum of Grade B with Private Security Industry Regulatory Authority (PSIRA) in terms of Private Security Industry Regulatory Act, Act 56 of 2001.

(iii) A valid copy of COIDA (Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993) letter of good standing issued by the Department of Employment and Labour and in the name of the company.

(iv) Certified copies of ID document of company Directors.

(v) Valid proof of registration with Private sector provident fund and a valid letter of good standing issued by private security sector provident fund.

(vi) A valid certified copy of UIF (Unemployment Insurance Fund) letter in good standing issued by department of Employment and Labour and in the name of the company.

4.2 Technical Requirements

The following are minimum technical requirements for bidders:

(i) Office infrastructure, inclusive of Functional Control Room with emergency contact numbers, any means of communication, computers, printers, key cabinets, safety signages, panic button linked to all sites, first aid box, serviced fire extinguishers.

(ii) Successful bidder's competency certificate to possess firearms.

(iii) Valid firearm licenses in the name of the company.

(iv) Security equipment:

➢ **Communication**

- Active base radio
- Handheld two-way radios
- Cellphone
- Valid ICASA license

➢ **Firearms**

The bidder must have at least 50% of the required firearms with valid firearm licenses at the time of bidding. The successful bidder shall always, during the contract period ensure that:

(i) All firearms deployed have safety pins, with magazine minimum capacity of 6 rounds and be accompanied by a certificate issued by a qualified Gunsmith declaring that the firearms are serviceable, safe for use and comply with all requirements stipulated in the Firearms Control Act, Act 60 of 2000. All firearms deployed on site must have valid licenses.

(ii) Only firearms registered in the name of the successful bidder shall be permitted on the Departmental sites.

(iii) The successful bidder shall always ensure that all firearms and ammunition issued to personnel are in clean and working condition and are properly maintained.

(iv) All handguns carried by personnel must be securely holstered.

(v) Security Officers who are assigned firearms have valid competency certificates to handle firearms and can demonstrate thorough understanding of mechanical operation of the firearm they use or handle on site.

4.3 The successful bidder shall provide the following:

(i) Occurrence Book, bearing the entity's name, with the bidder's Logo on the date of commencement of deployment.

(ii) Handheld metal detectors per access-controlled area

(iii) Baton sticks

(iv) Hand cuffs with keys

(v) Torch/flashlight with batteries

(vi) All Security Registers e.g. Information book, prohibited items register, pocket books, vehicles register, visitors register, assets removal permit, laptop register, government vehicle register, staff after hour register, other relevant registers.

(vii) ID card

(viii) PSIRA card

(ix) Stationery

(x) Whistle & Lanyard

(xi) Pepper sprays

(xii) Safe to accommodate a minimum of six (6) firearms (e.g. 9mm parabellum)

(xiii) Branded Vehicles

(xiv) Uniform (for different weather conditions)

(xv) Raincoats

(xvi) Winter Wear

(xvii) Summer Wear

(xviii) Complete uniform that is always neat and in good condition.

(xix) One bullet stopper for safety per site/institution

(xx) Procedure outlining how to deal with labour disputes, incidents, contingency plan, patrol monitoring, training plan with focus area and time frame.

5 PROCEDURES

The successful bidder will be expected to avail the following security procedures within two (2) months of commencement of the contract:

(i) Procedure if there is an armed attack at a facility

(ii) Procedure if there is a theft at a facility being guarded (Day and Night).

(iii) Procedure if the staff, or visitors at an institution are injured or killed because of a security breach.

(iv) Procedure if visitors or staff are armed.

(v) Contingency plan

(vi) Procedure to deal with labor disputes

(vii) Incident logging and reporting of security breaches

(viii) Training plan with focus areas and time frames

6 MANAGEMENT OF DISCIPLINE

The successful bidder must provide a disciplinary code containing rules which adequately reflect the relevant values and principles as well as any further rules that are reasonably necessary to ensure disciplined, honest, safe, reasonable, professional and competent conduct by security officers in the circumstances in which they are employed and made available by the successful bidder for the rendering of security services.

The successful bidder shall comply with the code of conduct of Private Security Industry Regulatory Act 56 of 2001.

7 INSURANCE/LIABILITY COVER

The successful bidder shall always be liable for the conduct of its employees providing security services at allocated Departmental sites when acting within the course and scope of their duties and employment.

The successful bidder will be held liable for any **damage to, or loss** of **assets** suffered by the Department as a result of the bidder's security officers' negligence or willful action in the ordinary execution of their duty. As such, the successful bidder is required to provide **Proof of Insurance/liability Cover** for a minimum amount equivalent to **R 15,000,000.00** to cover such damage/loss that the department may suffer.

The successful bidder must furnish the Department with a copy of insurance policy cover/liability cover and a letter from the relevant insurance providing such cover and certifying that the policy is effective. The insurance policy cover should be valid on the commencement date of the contract and be valid for a period of the contract. The proof must be submitted within seven (7) working days after receipt of an award letter.

The Department will transfer all risks resulting from the security breaches to successful bidders and monetary value will be deducted from the successful bidders' monthly payment, who will then claim from the insurance.

The successful bidder shall indemnify the Department against:

(i) Liability in respect of any damage to property, whether movable or immovable, belonging to third parties and on the premises of the Department; and

(ii) Liability in respect of death of, unlawful arrest, injury, illness or disease to any person connected to the rendering of the security services.

8 SECURITY SCREENING

The successful bidder shall be subjected to security screening prior to appointment, of which only a positive outcome will be considered. The directors of the bidder and the deployed employees must have no criminal records.

The successful service provider must ensure that his or her security personnel are screened by SAPS. The Department reserves the right to request the screening results from the successful service provider.

9 PRICING STRUCTURE

9.1 Bidding price must be expressed in South African currency (Rand)

9.2 All prices must be inclusive of Value Added Tax for VAT vendors.

9.3 Prices will remain firm for the first 12 months of the contract and only PSIRA adjustment applications shall be considered.

9.4 Bidders must provide a detailed monthly cost breakdown of the contract, including security officers' remuneration and overhead costs, and projected profit margins. The pricing schedule (Annexure A) must be fully completed, signed where required, and submitted as part of the bid at the time of closing. Failure to complete all items highlighted in green in Annexure A, including salary per security officer, overheads, and profit, will result in the disqualification of the bid.

9.5 All bidders must comply with the Basic conditions of Employment Act and National Bargaining Council for Private Security Sector. Failure to comply with any of these requirements will result in the disqualification of the bid.

9.6 Bidders must complete the attached pricing schedule (Annexure A: Pricing Schedule for Head Office) for the purpose of bid comparisons. Bidders must only capture unit prices in the field highlighted in green and the totals will be calculated automatically. The completed pricing schedule must be submitted with the bid. Failure to submit the pricing schedule will lead to disqualification of the bid concerned.

10. POSTING OF SECURITY OFFICERS PER SITE

NO	NAME OF A SITE/ INSTITUTION	DAY POSTING		NIGHT POSTING		TOTAL NUMBER OF GUARDS
		Armed Grade D	Unarmed Grade D	Armed Grade D	Unarmed Grade D	
1.	7^{TH} Floor	02	02	01	01	06
2.	3^{RD} Floor	01	01	-	-	02
3.	Reception	02	02	02	01	07
4.	1^{ST} Floor Parking	01	02	01	01	05
5.	Ground Floor Parking	01	02	01	02	06
6.	Lower Ground Parking	01	02	01	01	05
7.	Snabasa Building	02	05	02	02	11
8.	Paul Kruger Building	02	02	02	02	08

10 EVALUATION CRITERIA

All bids will be evaluated in terms of functionality, administrative requirements, in-loco inspection and preference point system:

Evaluation on Functionality (Gate 0)	Administrative Requirements (mandatory) (Gate 1)	In-Loco Inspection Gate 2	Price and Preference Point System (Gate 3)
Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 1.	Bidders must submit all documents as outlined in paragraph 11.2 (Table 2) below. Only bidders that comply with all these criteria will be evaluated in Gate 2.	Bidders must comply with the requirements of paragraph 11.3 below to proceed to Gate 3.	Bidder(s) will be evaluated on price and preference points

11.1 GATE 0: EVALUATION ON FUNCTIONALITY

All bidders are required to respond to the functionality evaluation criteria. Bidders will be evaluated in Gate 0 for functionality as per criteria in the table below:

Functionality Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points to proceed to Gate 1 for evaluation on administrative requirements, which is mandatory. For the purpose of functionality evaluation the bidder must complete the organogram below, indicating the names and surnames of the following personnel:

Managing Director

Area Manager

Evaluation Criteria for Functionality is as follows:

Item	Criterion	Weight	Scores
1.	**Experience of the company in similar projects** (only physical security services projects with a minimum uninterrupted/ continuous duration of one year and contract value of R600,000.00 will be considered**).** Attach reference letters from serviced clients in the corporate, public or local government sector indicating the company's experience and track record in the provision of physical security services.	40	• Less than 1 project or no experience = 0 • 1-2 projects = 1 • 3-4 projects = 2 • 5-6 projects = 3 • 7-8 projects = 4 • 9 and more projects = 5

	The letters must specify the type of service provided, value of the contract, period of contract, i.e. start date and end date and must be on the Entity or Departmental or Municipal letterhead.		
2.	**Firearms registered in the name of the bidder.** Only firearms that are registered in the name of the bidding company will be recognized for the purpose of this bid. (Attach copies of valid firearm licenses)	20	• Less than 11 firearm licenses = 0 • 11-15 firearm licenses = 1 • 16-20 firearm licenses = 2 • 21 and more firearm licenses = 3
3.	**Branded patrol vehicles with company logos.** The vehicles proposed for the contract must be registered in the name of the bidder. In the case of leased vehicles, the vehicles must be registered in the name of the lessor, and a valid signed lease agreement must be submitted with the bid. Bidders must attach colour photographs of each vehicle, clearly displaying the vehicle registration number and company branding, together with copies of the corresponding vehicle registration documents, namely the Certificate of Registration in Respect of Motor Vehicle (RC1) and/or the Motor Vehicle Licence (MVL)	20	• Less than 2 vehicles = 0 • 2-3 vehicles = 1 • 4 or more vehicles = 2
4.	**Experience of area manager.** (only physical security services projects with a minimum uninterrupted/ continuous duration of one year and contract value of	10	• No relevant experience or less than 1 project = 0 • 1-2 projects = 1 • 3 or more projects = 2

	R600,000.00 will be considered). Attach a comprehensive curriculum vitae and reference letters proving the relevant experience.		
5.	**Qualifications of the same area manager as in 4.** (Attach copies of qualifications)	10	• No relevant qualification = 0 • Matric (or equivalent) + Grade B or higher = 1 • Certificate in Security Management or Risk Management or Policing + Grade B or higher = 2 • National Diploma in Security Management or Risk Management or Policing + Grade B or higher = 3 • Degree or above in Security Management or Risk Management or Policing + Grade B or higher = 4
Total Points		**100**	
Maximum Scores		**360**	

The maximum points that can be scored on functionality equals to 100 and maximum scores equals to 360.

Bidders that score less than 70 points out of 100 in respect of functionality will be regarded as non-responsive and will not be considered for further evaluation. Points scored by qualifying bidders will not be taken into consideration for price and preference point evaluation. **Only the qualifying proposals will be evaluated in Gate 1. Scores will be converted to points out of 100 as follows:**

Points = A/360 × 100

Where A = Total scores out of 360 scored by the bidder

11.2 Gate 1: Administrative (mandatory) requirements

Bidder(s) must submit the documents listed in **Table 2** below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). **Correction fluid is not allowed and any price cancellation on the bid document must be initialed by the authorized signatory.** During this phase, bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. In addition to the above requirements, the following will be applicable:

- Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with suitable contents page and submitted with the bid documents.
- Bidders shall ensure that there are no missing or duplicated pages. The Department shall not accept liability regarding claims by bidders that pages are missing or duplicated.
- Completed bid documents with supporting materials shall be packaged, sealed, marked, and submitted strictly as stipulated in this bid document.
- All documents inclusive of supporting documentation requested in terms of the Bid Document requirements must be submitted and signed off where required.

Table 2:Documents that must be submitted for administrative/mandatory requirements:

Document that must be submitted	Mandatory	Non-submission will result in disqualification
Original Bid Documents	YES	Duly completed and signed.
Invitation to Bid – SBD 1, Indicating Central Supplier Database Number	YES	Complete and sign the supplied pro forma document with a fixed physical address for their business operations for in-loco inspection and proof of registration on CSD.
Pricing Schedule (Firm price) – SBD 3.1	YES	Must be completed.
Bidder's Disclosure – SBD 4	YES	Complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1	NO	Complete and sign the supplied pro forma document.
A certificate/confirmation letter from a registered auditor/ commercial bank certifying that the bidding entity is solvent.	YES	A valid letter must be submitted.
Valid copy of PSIRA Registration Certificate in good standing of the bidding entity /company in terms of PSIRA	YES	Only bidders that are duly registered with PSIRA at the bid closing date and time will be considered. Any bidder whose PSIRA registration is pending, under application, suspended, withdrawn, expired, or otherwise not in good standing with PSIRA at the time of bid closing will be disqualified
Valid copies of PSIRA registration Certificates in good	YES	Only bids submitted by bidders whose directors are duly registered with the PSIRA at the closing date and

standing of the directors of the bidding entity/company at a minimum of Grade B PSIRA		time of the bid will be considered. Any bid submitted by a bidder whose director(s) have a PSIRA registration that is pending, suspended, withdrawn, expired, or otherwise not in good standing at the bid closing date and time will be disqualified.
Valid PSIRA letter of good standing for the company	Yes	Bidders must submit a valid PSIRA Letter of Good Standing for the company with their bid submission
Firearm licenses per firearm registered in the name of the company	Yes	Valid firearm licenses
Company director/s Criminal record clearance issued by SAPS not older than 6 months from the date of the bid	YES	Criminal record check results must be submitted
Copy of registration with Private sector provident fund and a valid letter of good standing issued by private security sector provident fund	YES	Copy of registration with private sector provident fund and valid letter of good standing issued by private security sector provident fund will be considered for this bid
Proof of Registration for PAYE	YES	Copy of valid PAYE certificate issued by SARS
Skills Development Levy (SDL)	YES	Copy of valid SDL certificate issued by SARS
Valid ICASA license.	YES	Copy of valid certificate issued by ICASA
Valid copy of COIDA letter of good standing	Yes	Bidders must submit a valid COIDA letter of good standing with their bid submission
Valid copy of UIF letter of good standing	Yes	Bidders must submit a valid UIF letter of good standing
Pricing Schedule	YES	Bidders must submit a fully completed pricing schedule **(Annexure A)**.

NB: Bidders that do not comply with any of the stipulations as stated above shall be disqualified from the evaluation process.

11.3 Gate 2: In-Loco Inspection

The Department will conduct a site visit to the bidders' premises or client's premises for the bidders to demonstrate their compliance with the terms of reference. Bidders must achieve a minimum of 90 points out of 100 to proceed to the next stage of evaluation. Points allocated on each criterion shall not be split. Bidders will be allocated full points only if they comply with each criterion. Bidders will be evaluated on the following criteria:

No	EVALUATION CRITERIA	Points	Max
1.	**Office Infrastructure**		**17**
1.1	Office	5	
1.2	Desk and chair	1	
1.3	Lockable filing cabinet	2	
1.4	Firearm safe	5	
1.5	Personal Computer	1	
1.6	Printer	1	
1.7	Means of communication	2	
2.	**Functional Control Room**		**18**
2.1	The Control Room's ability to contact guards from different areas	6	
2.2	The guards' ability to contact the Control Room, Police, Ambulance and Fire Department, if required.	5	
2.3	Base radio	5	
2.4	Minimum of two Hand-Held Radios	2	
3.	**Security Equipment**		**25**
3.1	Baton Sticks	1	
3.2	Minimum of two Functional Torches	1	
3.3	Minimum of two Functional Hand-Held Metal Detectors	2	
3.4	Whistles with Lanyards	1	
3.5	Minimum of two Valid Pepper Sprays	1	
3.6	Minimum of two Handcuffs with Keys	2	
3.7	Minimum of ten Firearms with Safety Pin with magazines having a	7	

	minimum carrying capacity of 6 rounds		
3.8	Minimum of ten Valid Firearm Licenses	5	
3.9	Competency certificates to possess firearms	2	
3.10	Firearm Permits	1	
3.11	Bullet Stoppers	2	
4.	**Uniform (male and female)**		**7**
4.1	Reflective Jackets	1	
4.2	Trousers and Skirts	1	
4.3	Jackets	1	
4.4	Summer Wear	1	
4.5	Winter Wear	1	
4.6	Raincoats	1	
4.7	Shoes	1	
5.	**Registers**		**8**
5.1	Occurrence Book	1	
5.2	Information Book	1	
5.3	Incident register	1	
5.4	Visitors /vehicle Register	1	
5.5	Dangerous/ Prohibited Items Register	1	
5.6	Government vehicle Register	1	
5.7	Staff After hours Register	1	
5.8	Pocket Books	1	
6.	**Vehicles**		**25**
	A minimum of two branded vehicles with corresponding registration certificates	25	
TOTAL			**100**

11.4 GATE 3: PRICE/PREFERENCE POINT SYSTEM

Only Bidders that have complied with the requirements of Gate 2 will be evaluated in Gate for price/preference point system. The 80/20 price/preference point system will be applicable for this tender, where the 80 points shall be awarded price and the 20 points shall be awarded for specific goals.

The preference points shall be allocated based on the specific goals below

No	DESIGNATED GROUP	POINTS	MEANS OF VERIFICATION
1	Enterprises owned by at least 51% black people	2	Central Supplier Database (CSD)
2	Enterprises owned by at least 51% women	4	Central Supplier Database (CSD)
3	Enterprises owned by at least 51% youth	4	Central Supplier Database (CSD)
4	Enterprises owned by at least 51% persons with disability	2	Disability certificate issued by health professionals
5	Enterprises owned by at least 51% military veterans	2	Confirmation letter issued by Department of Military Veterans
6	Small, Medium and Micro Enterprises (SMMEs)	1	Central Supplier Database (CSD)
7	Enterprises located in rural areas or townships	2	Municipality Utility Bills or Lease Agreements or Proof of Residence from Tribal Authority or Municipality/ Municipal Council
8	Enterprises located in Limpopo Province	3	Municipality Utility Bills or Lease Agreements or Proof of Residence from Tribal Authority or Municipality/ Municipal Council
TOTAL POINTS		20	

The contract will be awarded to the qualifying bidder that attains the highest total score based on price and specific goals.

12. NOTES TO BIDDERS

12.1 Department reserves the right to:

12.1.1 Verify information and documentation of respective bidders from the Private Security Industry Regulatory Authority **(PSIRA)**, Companies & Intellectual Property Commission **(CIPC)**, National Treasury or any other relevant entity or visit the premises of the bidder at any time without notice. Any information received which does not correspond with the one provided in the bid document, the bid will be regarded as non-responsive.

12.1.2 Terminate the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or with the knowledge of the bidder), firm or company (The expression "person, firm or company" shall include an authorized employee or agent of such a person, firm or company):

a) has offered, promised, or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract.
b) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company, or person, or that he has managed his affairs in such a way that he has in consequence there-of been found guilty of a criminal offence.
c) has approached an officer or employee in the Public Service before or after bids have been called for, to influence the award of the contract in his favor.
d) has withdrawn or amended his bid after the time set for the receipt and opening of bids.
e) when advised that his bid has been conditionally accepted, has given notice of his inability to execute or sign the contract or to furnish any security required.
f) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm, or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party; or
g) has disclosed to any other person, firm or company the exact or approximate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation of the bid; the Limpopo Provincial Government may, in addition to any other legal recourse which it may have, cancel the contract between the Department and such person , firm or company and /or resolve that no bid from such a person, firm or company will be favorably considered for a specific period.

12.2 The Department reserves the right to increase or decrease the number of security guards per site depending on the risk and operational requirements.

12.3 The Department reserves the right to perform security screening for the recommended bidders prior to the award.

12.4 The successful bidder must provide the same area manager whose credentials were submitted during the bidding process or equivalent.

12.5 The Department reserves the right to amend, modify or withdraw these terms of reference or amend, modify, or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any prospective service providers.

12.6 A bid submitted by a partnership must be accompanied by a written partnership agreement.

12.7 A bid submitted by a consortium of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:

a) the conditions under which the consortium will function;

b) Its period of duration;

c) The persons authorized to represent it;

d) The participation of the several parties forming the consortium;

e) The benefits that will accrue to each party;

f) Any other information necessary to permit full appraisal of its functioning.

12.8 All costs incurred by the bidder in the preparation of the bid shall be fully absorbed by the bidder. Supporting documentation submitted with the bid will become the property of the Department; unless otherwise stated by the bidder at the time of submission.

12.9 The Department is not bound to accept any of the bids submitted and the right to negotiate price. If the negotiations between the Department and the preferred bidder/s fail with regard to the conclusion of a Service Level Agreement, the Department reserves the right not to proceed with the appointment of the preferred bidder/s without incurring any liability to compensate or reimburse the preferred bidder/s.

12.10 Bidders may ask for clarification on these terms of reference up to close of business five (5) working days before the deadline for the submission of bids. Any request for clarification must be submitted by email to the contact person.

12.11 Bidders may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any attempt by the bidder to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.

12.12 Bidders submitting two or more offers on the same bid under the same company name should note that the highest offer will not be considered.

12.13 Proper completion and signing of all prescribed parts of the bid form is a compulsory requirement. Any bid offer that does not provide all the required information completely and in the form that is required, may be regarded as non-responsive.

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

12.15 The Department reserves the right not to award the bid to the bidder with the lowest price. The Department reserves the right to amend the terms and conditions of the bid and to cancel the bid at any time during the bidding period.

12.16 The tender offer validity period is 120 days after the closure of the bid.

12.17 The successful bidder must comply with the statutory requirements such as mandatory policies, registrations and the legal framework governing the sector.

12.18 The provisions of the general conditions of contract will be applicable to this bid.

13. ENQUIRIES

Enquiries in connection with this bid should be directed by e-mail to makaepeam@dtcs.limpopo.gov.za, or netshitungulur@dtcs.limpopo.gov.za or bopapemm@dtcs.limpopo.gov.za.

Approved/ ~~Not approved~~

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Mr MS Matjena

Head of Department:

Date: 30/07/2026