



acsr

Department:
Arts, Culture, Sports and Recreation
North West Provincial Government
Republic of South Africa



760 Dr. James Moroka Drive

1st Floor Gaabomotho Building

Private Bag X90, Mmabatho 2735

SUPPLY CHAIN MANAGEMENT

+27 18 388 2968/2471

ksmokaila@nwpg.gov.za

BID NUMBER: ACSR 114/2021/1

VALIDITY PERIOD: 60 DAYS

CLOSING TIME: 11:00

CLOSING DATE: 01 MARCH 2022

SUBJECT: PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF PRIVATE SECURITY SERVICES FOR NGAKA MODIRI MOLEMA DISTRICT

- 1 You are invited to submit documents to be included in the Panel of Service Providers for the provision of Private Security Services for Ngaka Modiri Molema District for a period of three (3) years.
- 2 The conditions contained in the attached Terms of Reference, any other conditions accompanying the bid document and the conditions in the advertisement of this bid are applicable.
- 3 Bid validity period is a period of 60 days.
- 4 No late, faxed and emailed submissions/bids will be considered. Submissions and/or bids received after the closing date and time is **not** acceptable for consideration.
- 6 It is imperative that the bid document be read carefully, completed in full and be signed. Queries can be directed to **Mr Tshepang Motlhabane: 018 388 2759 / Mr Itumeleng Mafata: 018 388 2750** (for specifications)
- 7 The Department reserves the right to call for presentations from shortlisted service providers and/or bidders before final selection.



8. A non –refundable fee of R150.00 (cash) is payable for this document at office No. 30, contact details: 018 388 2663- Gaabomotho Building. The non-refundable fee for documents does not apply to service providers who can download tender documents and can be found on the e-tender publication portal website www.etenders.gov.za/content/advertised-tenders
- 9 All the documents accompanying this invitation to bid must be completed in detail and signed where applicable, be sealed in an envelope **marked ACSR 114/2021/1: PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF PRIVATE SECURITY SERVICES FOR NGAKA MODIRI DISTRICT** and be deposited in the bid box before the closing date and time.
- 10 The bid box is situated at **760 DR JAMES MOROKA DRIVE, GAABOMOTHO BUILDING, DEPARTMENT OF ARTS, CULTURE, SPORT & RECREATION, MMABATHO. 2735.**
- 11 Public opening of bids might not be permitted should COVOID -19 regulations be still in force by the closing date.

SPECIAL CONDITIONS

- (i) All prospective bidders (s) shall have to treat all available data provided by the department in the process as strictly confidential and not for any form of distribution or use unless an express written approval is obtained in advance from the Head of the Department.
- (ii) Should the Department of Arts, Culture, Sport & Recreation find out that the company/entity has misled it with regard to information submitted, that may unfairly advantage the company/entity or any individual including officials with regard to the evaluation of the company/entity, the Department reserves the right to take whatever action it may deems fit that is within the law.



INVITATION TO SUBMIT DOCUMENTS TO BE INCLUDED IN PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF SECURITY SERVICES FOR NGAKA MODIRI MOLEMA DISTRICT FOR A PERIOD OF THREE YEARS

REF NUMBER: ACSR 114/2021/1

ADDRESS ENQUIRIES

Head of Department
Department of Arts, Culture, Sport & Recreation
Gaabomotho Building
760 Dr. James Moroka Drive
Private Bag X90
Mmabatho 2735



EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows

Phase 1	Phase 2
Mandatory and other bid requirements	Functionality
Compliance with mandatory and other bid requirements	Bids will be assessed to verify bidders capability and ability to execute the contract Testing minimum of 65 points

Phase 1: Mandatory Requirements

- Cover page
- SBD 1: Invitation to bid
- SBD 4: Declaration of interest
- SBD 8: Declaration of bidders past Supply Chain Management Practices
- SBD 9: Certificate of Independent Bid determination
- General Conditions of Contract
- CSD report reflecting compliant tax status, successful bank verification and ownership information
- Valid Tax Clearance Certificate / Unique Pin issued by SARS
- CIPC Certificate
- ID Copies of the shareholders
- In case of a joint venture the following documents to be submitted
 - ✓ Valid Tax Clearance Certificate of all parties
 - ✓ Company profile of all parties
- Company profile
- Letter of good standing in respect of Compensation for Occupational Injuries and Diseases (COIDA)
- Proof of Public liability Insurance
- Proof of registration with Unemployment Insurance Fund (UIF)
- General Conditions of Contract (Initial each page)
- Valid letter of good standing from PSIRA
- PSIRA Certificates of both the company and company owner(s)
- SAPS clearance not older than six months
- Proof of ICASA complaint communication equipment.
- And any other document mention on page 5 and 6 of the Terms of Reference



Phase 2: Functionality

Testing minimum criteria: 60 points for technical criteria

Criteria	Weight %	Scoring Guidelines	Value
1. Proven track record on security services rendered <i>(Authentic appointment and reference on clients letterhead for each project to be attached)</i>	30	- 5 or more security service contracts rendered, not older than five years old - 4 security service contracts rendered, not older than five years - 3 security service contracts rendered, not older than five years - 2 security service contracts rendered, not older than five years - 1 security service contracts rendered, not older than five years	5 4 3 2 1
2. Relevant qualifications of all company owners / partners/members and shareholders involved in rendering security services <i>(Certified copies of relevant certificates and CV's to be attached)</i>	10	- All owners, partners, members and shareholders with Grade A Psira certificate - All owners, partners, members and shareholders with Grade B Psira certificate - All owners, partners, members and shareholders with Grade C Psira certificate - All owners, partners, members and shareholders with Grade D Psira certificate - All owners, partners, members and shareholders with Grade E Psira certificate	5 4 3 2 1
3. Relevant experience in rendering security services <i>(Certified copies of certificates and CV's reflecting number of years of relevant experience to be attached)</i>	10	- 10 or more years' experience in security services - 8-9 years' experience in security services - 6-7 or more years' experience in security services - 4-5 more years' experience in security services - 3 or less years' experience in security services	5 4 3 2 1
4. Response vehicles <i>(Vehicle registration certificates in the company or Directors name to be attached) Vehicles to be branded)</i>	20	- Three or more vehicles - One vehicle - No vehicles	2 1 0
5. Operational Office with control room in Ngaka Modiri Molema District	30	- Operational Office within Ngaka Modiri Molema District - Operational Office outside Ngaka Modiri Molema District but within North West Province	5 3



(Proof of ownership / lease agreement and latest municipality account statement)		- Operational Office outside North West Province	2
--	--	--	---

Only qualifying bids scoring a minimum of 60 points in functionality will be registered in the database of security service providers.

RETURNABLE DOCUMENTS

SHOULD ANY OF THE RETURNABLE DOCUMENTS NOT BE COMPLETED AND ATTACHED, YOUR BID WILL BE DISQUALIFIED (where documents submitted please indicate with yes)

RETURNABLE DOCUMENT	Attached (to be completed by the bidder)	Checked by ACSR official	Verified by BEC MEMBERS
1. Cover page			
2. Annexure A: Terms of reference			
3. SBD 4: Declaration of interest form			
4. SBD 8: Declaration of bidders past Supply			
5. SBD 9: Certificate of Independent Bid Determination			
6. Valid Full CSD Report			
7. Company profile reflecting the previous work done relevant to the project			

Regards



MS T.F. NAPHKADE:
DIRECTOR: SUPPLY CHAIN MANAGEMENT
DATE: 25/01/2022.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, shareholder etc):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors/ trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below

* "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee /shareholder/ member:

Name of state institution to which you or the person is connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state did you obtain the Appropriate authority to undertake remunerative work outside Employment in the public sector **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where Applicable, may result in the disqualification of the bid

2.7.2.2 If no, furnish reasons for non-submission of such proof

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / Trustees /shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid **YES / NO**

.....

YES / NO

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

YES / NO

2.11 Do you or any of the directors / trustees / shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

.....

.....

3 Full details of directors / trustees / members / shareholders

[illegible]

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP)

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)



Department of Arts, Culture, Sports and Recreation

North West Provincial Government

REPUBLIC OF SOUTH AFRICA

“Terms of Reference”

**Panel of Service Providers for the
Provision of Private Security
Services for Ngaka Modiri
Molema District**

Closing Date: 01 MARCH 2022

Time: 11H00

BID NUMBER: NMM

ACSR 114/2021/1



Head Office: GAABOMOTHU BUILDING

Physical Address : 760 Dr James Moroka
Drive

Gaabomotho Building

Telephone: 018 388 2850

Contact: M.S. Mosimane

Email: BMosimane@nwpq.gov.za

The North West Department of Arts, Culture, Sports and Recreation seeks to develop a Panel of Prospective Service Providers for physical security services at the Ngaka Modiri Molema District

1. Minimum Physical Security Standards are to be provided by the Service Providers as follows:

1.1 The security company is required to provide fully trained and competent security personnel with the following basic requirements:

- ✓ Provision of a 24 hour security service for a period of three years.
- ✓ An appropriate minimum education level (at least Grade10) to enable such an officer to compile and write a meaningful report (incidents, reports, occurrence book).
- ✓ Good communication skills.(English and Local dominating language)
- ✓ To be neatly dressed in appropriate company uniform and name tags at all times.
- ✓ Pleasant and friendly disposition but with the capacity to act firmly yet fairly.
- ✓ Emphasis on provision of services to law-abiding persons working for and visiting the Department.
- ✓ To be courteous at all times and ready to assist staff and visitors.

The Service Provider should provide the following tools:

- ✓ Each security guard must have a baton stick in his/her possession
- ✓ At least one set of hand cuffs per guard.
- ✓ Two-way radio (ICASA compliant) for patrol man and one radio at guard room x 2 cell phones
- ✓ Two torches that is, one torch for patrol man and one at guard room for night shift
- ✓ Hand held metal detector
- ✓ All security officer must have protective clothing (rain suits to be included)

2. The security services required shall further include, but not limited to, the following

2.1 The provision of efficient security and protection and safety of the departmental assets, property, employees and other persons in or on the premises.

“Terms of Reference” for the Panel of service providers for provision of private security services for Ngaka Modiri Molema District

- 2.2 Effective use of access control and bag/parcel searching to prevent loss and theft.
- 2.3 Prevention of burglary and vandalism.
- 2.4 Provision of an adequate surveillance service.
- 2.5 Maintenance of an occurrence book.
- 2.6 Checking that all doors are locked and register all unlocked doors
- 2.7 Checking for fire threats and suspicious parcels
- 2.8 To record all vehicle movements in the appropriate register provided by the service provider
- 2.9 Submission of a security report to the Department or designated representatives on a daily basis and a consolidated monthly report, except where there is a matter of grave concern where immediate reporting is imperative.
- 2.10 Patrolling premises to ensure the protection and safety of all equipment, assets and persons in the premises.
- 2.11 Prevention of unauthorized entry by a person or group of persons into the premises and to prevent unauthorized removal of goods from the building without authority.
- 2.12 Prevention of the carrying and/ or possession of firearms and other dangerous weapons in the premises except for members of security forces who identify themselves by producing of appointment cards.
- 3 **Acceptance of the contract is subject to the following conditions:**
 - 3.1 Provision of not less than Two Million Rand (R2 000 000.00) liability insurance cover
 - 3.2 Company owners and/or directors and its personnel providing services on site must submit South African Police Services security clearance certificates not older than six month. (Company owners and/or directors must submit SAPS clearance with the document and personnel providing services on site after fourteen (14) days after signing contract. The security clearance includes criminal record checks by the South African Police Services. Company security screening by State Security Agency will be done by the department.
 - 3.3 Obtaining a positive recommendation on criminal background checks of the security company's employees on site is the responsibility of the company concerned. The company must within fourteen (14) days of appointment submit criminal background status, qualifications, and ID copies of all employees on site to the Department.

- 3.4 That the recommendation from the clearing authorities must be positive for the bid to be accepted. Should the result be negative the bid will be disqualified.
- 3.5 The company owners and/or directors will be checked against register of tender defaulters and restricted suppliers from National Treasury.
- 3.6 The security company's personnel to be engaged shall meet the requirements and a certification of the training requirements of PSIRA at the time of appointment
- 3.7 That the security company will sign the service level agreement with the Department within seven working days after the bid has been awarded.
- 3.8 The security company should have an existing and fully operational control room within Ngaka Modiri Molema District with communication equipment's (accredited by ICASA) to enable effective security monitoring and security backup.
- 3.9 The security company should have at least three vehicles for continuous communication link to their patrol officers and security control room (Proof of ownership of vehicles to be submitted with bid documents). The vehicles must be branded with the company name and logo.
- 3.10 Bidders must comply with the Basic Conditions of Employment Act
- 3.11 Failure to comply with these conditions may result in your submission being disqualified.

4. STANDARD REQUIREMENTS.

- ✓ Provision should be made to vary the number of security officers per site, should the Department's office accommodation/ security need change. Should this be the case, the security company will be notified seven working days prior to such a need to vary the service.

5. SECURITY JOB DESCRIPTION

- ✓ A detailed security job description agreed upon by the Department and the service provider, will form part of the contract for each site where physical security services are required.
- ✓ The Department and security company(s) will mutually approve the particular job descriptions. No alterations, deletions or additions may be made to the job descriptions without the approval of the Department. Permanent alterations to be confirmed by means of signatures of all the above-mentioned parties.
- ✓ Once the amendments have been agreed upon by all the above, they will be ratified by signatures to the relevant document. The Department has final approval of all

"Terms of Reference" for the Panel of service providers for provision of private security services for Ngaka Modiri Molema District

amendments. Copies of the amended job description will be forwarded to all the relevant role players.

- ✓ The Department will engage service provider(s) on which site registers and visitors cards (to be provided by the service provider) will be required and accepted.
- ✓ The types of registers may include, but are not limited to the following: occurrence books (OB), visitor registers, after hour's registers, vehicle registers, firearm registers, vehicle and/or person search registers, key registers, laptop/computer register etc.

6. BID EVALUATION CRITERIA

DOCUMENT PACK & CHECKLIST

Phase 1- Compliance with administrative and legal requirements

Bidders are required to provide the following compulsory documents which need to be fully completed, signed/initialed where applicable and returned in order to submit a compliant bid. Failure to submit the mandatory documents required **WILL** lead to disqualification of the submission.

Certified copies should not be older than six months

NO	RETURNABLE DOCUMENT	DESCRIPTION	COMPLIANT? (TICK ✓ IN APPROPRIATE BOX	
			YES	NO
1	SBD 4	Declaration Of Interest		
2	SBD 8	Bidders Past Supply Chain Practices		
3	SBD 9	Certificate of Independent Bid Determination		
4	B-BBEE Certificate/Sworn Affidavit (Consolidated BBBEE Certificate of a joint venture or affidavit- where applicable) attested by a Commissioner of Oaths	Provide Certified Copy		
5	Current and valid PSIRA registration certificate	Provide Certified Copy		
6	Current and valid PSIRA Letter of Good Standing	Provide Certified Copy		

“Terms of Reference” for the Panel of service providers for provision of private security services for Ngaka Modiri Molema District

	(certified copy)			
7	Proof of PSIRA Grade A/B certificate for directors, and company, all members of close corporations, all partners if the applicant is a partnership, administrators, if the applicant is a foundation, any person performing executive/management functions.	Provide Certified Copy		
8	Current and valid COIDA Letter of Good Standing (certified copy)	Provide Certified Copy		
9	Current and valid UIF registration for security guards. (Application for registration is not acceptable)	Provide Certified Copy		
10	ICASA Licence	Provide Certified Copy		
11	Current and valid Private Security Sector Provident Fund Letter of Good Standing	Provide Certified Copy		
12	Valid Joint venture agreement for Joint Ventures (where applicable)	Provide copy of Valid Joint Venture Agreement		
13	Current and valid Public Liability Insurance Fund Document or Letter of Intent to obtain insurance	Provide Certified Copy or applicable Letter of intent		
14	Letter of Good Standing from the companies' financial institution	Provide Certified Copy Letter to be dated within a three (3) month period prior to bid closure.		
15	Proof of residential address- (municipality account required, Municipal Clearance certificate or rental agreement)	Valid original proof of residence (not older than three (3) months)		
16	Copies of identity documents of directors/ shareholders/ partners	Provide Certified Copy		

“Terms of Reference” for the Panel of service providers for provision of private security services for Ngaka Modiri Molema District

17	Company's registration, CK document	Provide Certified Copy		
18	Valid and original Tax Clearance Certificate/ Tax Compliance Status Pin			
19	Detailed company profile (Include all security services done by the company, contracts amounts and indicate the contact details of a reference person on the project, name list of employees of the company that will be involved in the project)	Provide updated copy of company profile		
20	Valid Full CSD Registration Report			
21	Certified proof of SAPS clearance certificate not older than six months of company directors/ shareholders/ partners.	Provide Certified Copy		

Phase 2- Functional requirements

The bids that have been certified to be compliant on all administration and legal requirements as per phase 1 above will be evaluated on functionality according to the following criteria:

Criteria	Weight	Scoring Guidelines/ Evidence required	Value
1. Proven track record on security services rendered (provide signed and authentic reference letters on the clients' letterhead. Each project/engagement to have a reference letter)	30%	5 or more security services contracts rendered, not more than five years old.	5
		4 security services contracts rendered, not more than five years old.	4
		3 security services contracts rendered not more than five years old.	3
		2 security services contracts rendered not more than five years old.	2
		1 or no security services contract rendered not more than five years old.	1
2. Relevant Qualification of all company owner(s),	10%	All owner (s), partners, members and shareholders in possession of Grade A	5

"Terms of Reference" for the Panel of service providers for provision of private security services for Ngaka Modiri Molema District

partners, members and shareholders involved in rendering security services. (certified copies of relevant certificates and CVs to be attached)reflecting number of years of relevant experience		All owner (s), partners, members and shareholders in possession of at least Grade B	4
		All owner (s), partners, members and shareholders in possession of at least Grade C	3
		All owner (s), partners, members and shareholders in possession of at least Grade D	2
		All owner (s), partners, members and shareholders in possession of at least Grade E	1
3. Relevant experience in rendering security services. (certified copies of relevant certificates and CV's to be attached) reflecting number of years of relevant experience	10%	10 years' experience or longer in security services	5
		8-9 years' experience in security services	4
		6-7 years' experience in security services	3
		4-5 years' of relevant experience	2
		3 years' or less of relevant experience	1
4. Response vehicles. Bidders should demonstrate capacity to render rapid response services to our sites Evidence required: ✓ Submission of vehicle registration certificates under bidders company name or Directors lease agreement to the Company (Vehicles must be branded and will be verified during site inspection)	20%	Three or more (3+) vehicle registration certificates submitted	2
		One (1) vehicle registration certificates	1
		No evidence attached	0
5. Operational Office with control room in Ngaka Modiri Molema District (proof of ownership/lease	30%	Acceptable evidence of Operational office, (owned or leased) by the security company in Ngaka Modiri Molema District	5
		Acceptable evidence of Operational office, (owned or leased)by the security company outside Ngaka Modiri Molema District but within	3

		North West Province	
		Acceptable evidence of Operational Office (owned or leased) outside the North West Province	2
TOTAL	100%		

For a response to be technically acceptable, minimum points for functionality shall be **SIXTY POINTS (60 Points)**. Any bid with less than sixty (60) points will be disqualified.

Recommended / ~~Not Recommended~~



 Chairperson DBSC
 Mr. G. Valtyn

09/12/2021

 Date

Approved / ~~Not Approved~~

The specifications for panel of service providers
Mogajane

 Acting Head of Department
 Dr. V. Mogajane

25/01/22

 Date

"Terms of Reference" for the Panel of service providers for provision of private security services for Ngaka Modiri Molema District

