

## PA-04 (GS): NOTICE AND INVITATION TO BID

### THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF 24 HOURS SECURITY SERVICE AT VILLIERSDORP

<b>Project title:</b>	<b>PROVISION OF 24 HOUR SECURITY SERVICE: VILLIERSDORP FOR A PERIOD OF 24 MONTHS FROM THE DATE OF ORDER.</b>		
<b>Bid no:</b>	CPTSC14/21		
<b>Advertising date:</b>	31/08/2021	<b>Closing date:</b>	21/09/2021
<b>Closing time:</b>	11H00 AM	<b>Validity period:</b>	90 days

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Completion and submission of signed (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices
<input checked="" type="checkbox"/>	Completion and submission of signed (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	Completion and submission the signed invitation to Bid form PA32. Transfer your final bid offer to PA-32.
<input checked="" type="checkbox"/>	<b>Registration on National Treasury's Central Supplier Database (CSD):</b> Provide proof of registration with National Treasury CSD by completing the supplier Registration Number on the PA 32 Form or submit CSD report
<input checked="" type="checkbox"/>	Submission of signed joint venture agreement if bidder is a joint venture and / or consortium.
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	Pricing schedule must be fully completed and signed. Transfer your final bid offer to PA-32.
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
<input checked="" type="checkbox"/>	<p><b>Only Bidders registered as B-BBEE Status level 1 and 2 contributors will be considered for this bid, as per the Preferential Procurement Regulations 2017. Bidders that do not meet these pre-qualification criteria will be disqualified from further evaluation.</b></p> <p>Bidders are required to submit original or originally certified proof of B-BBEE Status Level of contributor or a sworn affidavit in terms of the codes of good practice. B-BBEE as may be issued by the Department of Trade and Industry (DTI) are accepted.</p> <p>The B-BBEE Status Level Verification Certificates submitted must be issued by the following agencies: For tenderers other than EMEs (Exempted Micro Enterprises) (i) Verification agencies accredited by SANAS; or For tenderers who qualify as EMEs (i) Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths. The date the deponent signed and the date on the stamp of the Commissioner of Oaths must be the same according to B-BBEE COMMISSION PRACTISE GUIDE 01 2018 section 17(i).</p> <p>A trust, consortium or joint venture must submit a consolidated B-BBEE status Level Certificates together with the bids.</p>
<input type="checkbox"/>	Submission of Tax Compliance status pin and copy of Tax Certificate
<input type="checkbox"/>	Submission of (PA-40 form) Declaration of designated groups for preferential procurement



<input checked="" type="checkbox"/>	Submission of all documents as per compulsory checklist Registration of Company Certificate (CK) PSIRA letter of good standings PSIRA certificate of the company PSIRA certificate of directors Valid COIDA letter of good standing / Tendering Certificate ID copies of all directors and its employee Valid Liability insurance Cover minimum R5 000 000 / Undertaking of providing proof within one month after the appointment, failure of which the contract will be terminated Independent Communication Authority of South Africa (ICASA) Valid certificate or an agreement signed by the lessor and lessee
<input type="checkbox"/>	Valid liability insurance Cover minimum R5 000 000 / undertaking of providing proof within one month after the appointment, failure of which the contract will be terminated
<input checked="" type="checkbox"/>	List of projects to be indicated on the DPW-09 form. it must be completed and signed

**Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below**

<input type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

**Note:** Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	50
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Functionality criteria:	Weighting factor:
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<p><b>1. COMPANY EXPERIENCE</b> Company experience of security projects to the minimum value of R500 000 (five hundred thousand) undertaken accumulatively in the past 5 years. The means of proving experience are subject to the attachment of appointment letters/contracts/SLA from the previous employers/contracts as proof of your experience which will be verified by the Bid Evaluation Committee. List of projects to be indicated on the DPW-09, the form must be completed and signed.</p> <p>5 years' experience or more in managing 5 or more security projects = 5 4 years' experience in managing security projects = 4 3 years' experience in managing security projects = 3 2 years' experience in managing security projects = 2 1 years' experience managing security projects = 1</p>	30
<p><b>2. INFRASTRUCTURE REQUIREMENTS</b></p> <p>2.1 Control Room (A thorough inspection of the control room shall be performed by the Department (BEC) before the award of tender to view and assess the qualities of the control room).</p> <p>The bidder must provide the physical address (utility bill/lease agreement with an address signed by both lessor and lessee and any other proof of address as proof of the company's control room with base radio. In case the bidder does not have the control room at the time of tendering the following will be applicable:</p> <ul style="list-style-type: none"> <li>- The bidder must sign a declaration (attached to the tender document) with their company letter head on, originally signed by the bidder and submit together with the tender on/before closing date.</li> <li>- The declaration letter must indicate that the Control Room will be in place within 7 days of the award, in the event that the bidder doesn't have a control room at the time of tendering.</li> <li>- Failure to attach the declaration letter will lead to losing of points in this functionality criteria.</li> </ul> <p>Proof of Physical address = 5 Signed declaration letter = 3 No proof of physical address and no declaration letter = 0</p> <p>2.2 Infrastructure Requirements – Vehicles</p> <p>Two (2) licensed roadworthy vehicles with proof of ownership or letter of intent to buy or a lease agreement (signed by both parties the lessor or lessee) (furnished with the certified copies not older than 3 months).</p> <p>licenced roadworthy vehicles with proof of ownership = 5 licenced roadworthy vehicle with lease agreement = 3 licenced roadworthy vehicles with letter of intent to buy or to lease = 1</p>	15
<p><b>3. Personnel experience: site supervisor with grade A or B certificate (for all shifts)</b> Attach comprehensive CV with history of employment and contactable referees. CV to be furnished with originally certified certificates / attachments not older than 3 months</p> <p>5 years of supervisory experience = 5 4 years of supervisory experience = 4 3 years of supervisory experience = 3 2 years of supervisory experience = 2 1 year of supervisory experience = 1</p>	20

<b>Dog handling license and Security guards handling certificates</b>		
<b>4.1. Dog handling licence certificate for the company</b>  The bidder must furnish or attach the company dog handling licence certificate originally certified not older than three months or an agreement signed by the lessor and the lessee.  Originally certified licence certificate = 5 Signed Agreement = 3 No licence certificate and no signed agreement attached = 0		10
<b>4.2. Dog handling certificate for at least x3 (three) security guards</b>  The bidder must furnish or attach the security guards dog handling certificates originally certified not older than three months.  The scoring will be as follows:  Originally certified certificate = 5 No certificate attached = 0		10
<b>Total</b>		<b>100 Points</b>

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- The points scored by a tenderer in respect of the level of BBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

**COLLECTION OF BID DOCUMENTS:**

- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address Office 941, 9th floor, Customs House, Foreshore, Cape Town, Department of Public Works, and Building. A non-refundable bid deposit of R 300.00 is payable, (Cash only) is required on collection of the bid documents.
- A compulsory briefing session pre bid meeting with representatives of the Department of Public Works will take place at **Custom house building** on starting at

*Please note that doors will be closed.....at failure to arrive before.....will lead to non-attendance of the meeting at DPWI.*

**ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:**

DPW Project Leader:	Sophy Segale	Telephone no:	021 402 2327
Cell no:	082 697 1211	Fax no:	
E-mail:	Sophy.segale@dpw.gov.za		

**DEPOSIT / RETURN OF BID DOCUMENTS:**


Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms –

<p><b>BID DOCUMENTS MAY BE POSTED TO:</b></p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 9027  CAPE TOWN 8000</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM 941</p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p><b>DEPOSITED IN THE TENDER BOX AT:</b></p> <p>CUSTOMS HOUSE BUILDING LOWER HEERENGRACHT; FORESHORE CAPE TOWN – TENDER BOX SITUATED AT THE MAIN ENTRANCE.</p>
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**COMPILED BY:**

Sophy Segale		Project Leader	30/08/2021
Name of Project Leader	Signature	Capacity	Date

### PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	PROVISION OF 24 HOUR SECURITY SERVICES: VILLIESDORP FOR A PERIOD OF 24 MONTHS FROM THE DATE OF ORDER.		
<b>Project Leader:</b>	Sophy Segale	<b>Bid / Quote no:</b>	CPTSC14/21

**1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:**

*(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)*

<b>Bid Document Name:</b>	<b>Number of Pages:</b>	<b>Returnable document:</b>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
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	Pages	<input type="checkbox"/>

<b>Name of Bidder</b>	<b>Signature</b>	<b>Date</b>

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	CPTSC14/21	CLOSING DATE:	21/09/2021	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF 24 HOUR SECURITY SERVICES: VILLIESDORP FOR A PERIOD OF 24 MONTHS FROM THE DATE OF ORDER.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
OR POSTED TO:					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		TCS PIN:		OR	CSD No:
<input type="checkbox"/> Yes		<input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
NAME:					
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
[IF YES ENCLOSE PROOF]				[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE ('ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		



FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1.</b>	<b>BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE	
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
<b>2.</b>	<b>TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3.</b>	<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>		

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.**

**Note Well:**

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32)
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.





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<sup>1</sup> All applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

**PRICING SCHEDULE (SECURITY GUARDING PRICING) VILLIERSDORP**

<b>PART A: DAY SHIFT (06:00 to 18:00) – MONDAY TO FRIDAY</b>					
<b>Item No</b>	<b>Grade</b>	<b>Quantity</b>	<b>Description</b>	<b>Year 1</b>	<b>Year 2</b>
1.	Grade C (Unarmed)	4	Monthly per guard		
			Monthly for all guards		
2.	Grade B (Unarmed)	1	Monthly per supervisor		
<b>Sub-total for PART A (Monthly cost for 2 guards and 1 supervisor)</b>					
<b>PART B: NIGHT SHIFT (18:00 to 06:00) – MONDAY TO FRIDAY</b>					
3.	Grade C (Unarmed)	3	Monthly per guard		
			Monthly for all guards		
4.	Grade B (Unarmed)	1	Monthly per supervisor		
<b>Sub-total for PART B (Monthly cost for 2 guards and 1 supervisor)</b>					
<b>PART C: DAY SHIFT (06:00 to 18:00) – SATURDAYS</b>					
5.	Grade C (Unarmed)	2	Monthly per guard		
			Monthly for all guards		
<b>Sub-total for PART C (Monthly cost for 2 guards)</b>					
<b>PART D: NIGHT SHIFT (18:00 to 06:00) – SATURDAYS</b>					
6.	Grade C (Unarmed)	2	Monthly per guard		
			Monthly for all guards		
<b>Sub-total for PART D (Monthly cost for 2 guards)</b>					
<b>PART E: DAY SHIFT (06:00 to 18:00) – SUNDAYS</b>					
7.	Grade C (Unarmed)	2	Monthly per guard		
			Monthly for all guards		
<b>Sub-total for PART E (Monthly cost for 2 guards)</b>					

Item No	Grade	Quantity	Description	Year 1	Year 2
<b>PART F: NIGHT SHIFT (18:00 to 06:00) – SUNDAYS</b>					
8.	Grade C (Unarmed)	2	Monthly per guard		
			Monthly for all guards		
<b>Sub-total for PART F (Monthly cost for 2 guards)</b>					
<b>PART G: DAY SHIFT 06:00-18H00 – PUBLIC HOLIDAY</b>					
9.	Grade C (Unarmed)	2	Monthly per guard		
			Monthly for all guards		
<b>Sub-total for PART G (Monthly cost for 2 guards)</b>					
<b>PART H: NIGHT SHIFT 18H00-06:00 – PUBLIC HOLIDAY</b>					
10.	Grade C (Unarmed)	2	Monthly per guard		
			Monthly per guard		
<b>Sub-total for PART H (Monthly cost for 2 guards)</b>					

**PROVISION OF 24 HOURS SECURITY SERVICE: VILLIERSDORP**

<b>PART I: OVERHEAD COSTS</b>			
Item No	Description	Monthly Cost (Year 1)	Monthly Cost (Year 2)
11.	Overheads		
<b>Subtotal for overheads</b>			

**SUMMARY OF SECTIONS (PARTS)**

<b>PART No</b>	<b>Description</b>	<b>Annual Cost (Year 1), ie: monthly cost X 12</b>	<b>Annual Cost (Year 1), ie: monthly cost X 12</b>
Part A	Security services, Day shift: Monday to Friday		
Part B	Security services, Night shift: Monday to Friday		
Part C	Security services, Saturdays: Day Shift		
Part D	Security services, Saturdays: Night Shift		
Part E	Security services, Sundays : Day Shift		
Part F	Security services, Sundays : Night Shift		
Part G	Security services, Public Holidays: Day Shift		
Part H	Security services, Public Holidays: Night Shift		
Part I	Overhead Costs		
<b>Subtotal (A to I)</b>			
Add 15 % VAT (If registered for VAT)			
Subtotal			
<b>**Grand Total (total cost for year 1 and year 2)</b>			<b>**R</b>

**\*\* This amount must be carried to the tender form PA:32 (Form of Offer and Acceptance). Failure to adhere to this instruction shall invalidate your bid**

**Allocation of security officers per institution to the client, seven days a week, on a 24 hour shift is as follows:**

<b>Security Grades</b>	<b>Day Shift (06:00 to 18:00)</b>	<b>Annual Cost (Year 1), ie: monthly cost X 12</b>
Grade C	7	7
Grade B	2	2
Total number of guards to run a site on rotational basis for 24/7 is	9	9

## DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

<b>Project title:</b>	PROVISION OF 24 HOUR SECURITY SERVICES: VILLIESDORP FOR A PERIOD OF 24 MONTHS FROM THE DATE OF ORDER.		
<b>Tender / quotation no:</b>	CPTSC14/21	<b>Closing date:</b>	21/09/2021
<b>Advertising date:</b>	31/08/2021	<b>Validity period:</b>	90 days

### 1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

#### 1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

**1.2. Completed projects**

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature
	Date

## PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in **full** and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

<b>Project title:</b>	<b>PROVISION OF 24 HOUR SECURITY SERVICES: VILLIESDORP FOR A PERIOD OF 24 MONTHS FROM THE DATE OF ORDER.</b>		
<b>Bid no:</b>	CPTSC14/21	<b>Reference no:</b>	

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

**1. CIDB REGISTRATION NUMBER (if applicable)**

2. Any legal person, including persons employed by the State<sup>1</sup>; 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.

**3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder<sup>2</sup> ect .....

3.4 Company Registration Number: .....

3.5 Tax Reference umber:.....

3.6 VAT Registration Number: .....

3.6.1 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.

<sup>1</sup> "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.

<sup>2</sup> "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

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

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

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

Position occupied in the state institution:.....

Any other particulars:  
 .....  
 .....

3.8 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

3.8.1 If so, furnish particulars:.....  
 .....

3.9 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

3.9.1 If so, furnish particulars.  
 .....  
 .....

3.10 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?  YES  NO

3.10.1 If so, furnish particulars.

.....  
 .....

3.11 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?  YES  NO

3.11.1 If so, furnish particulars:

.....  
 .....

**4. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

5.1	<i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i> <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
5.2	If so, furnish particulars:		



5.3	<p>Is the tenderer / 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)?</p> <p>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	<p>Was the tenderer / 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?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	<p>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

6. 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.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_ (legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

\_\_\_\_\_ (project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

- \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
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8			
9			
10			
11			
12			
13			
14			

15			
16			
17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**



## PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED** that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

\_\_\_\_\_

(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)



Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			
4			
5			
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12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**



# PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

**RESOLVED that:**

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*



B. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_





### Special Resolution of Consortia or Joint Ventures: PA-15.3

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
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15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND THE AMENDED B-BBEE CODES.**

### 1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- 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. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20**..... system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

## Preference Points Claim for Bids: PA-16

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

## Preference Points Claim for Bids: PA-16

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 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**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

Preference Points Claim for Bids: PA-16

$P_{min}$  = Comparative price of lowest acceptable bid

**5. Points awarded for B-BBEE Status Level of Contribution**

5.1 In terms of Regulation 6(2) and /or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

Preference Points Claim for Bids: PA-16

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

**8 SUB-CONTRACTING (relates to 5.5)**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm .....

9.2 VAT registration number : .....

9.3 Company registration number .....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

**WITNESSES:**

- 1. ....
- 2. ....

.....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	PROVISION OF 24 HOUR SECURITY SERVICES: VILLIESDORP FOR A PERIOD OF 24 MONTHS FROM THE DATE OF ORDER.		
<b>Bid no:</b>	CPTSC14/21	<b>Reference no:</b>	

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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 form (PA-29) 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 (PA-29) must be completed and submitted with the bid:

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<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.





## Certification of Independent Bid Determination: PA-29

<sup>2</sup> 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:

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**(Bid Number and Description)**

in response to the invitation for the bid made by:

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**(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:

**Certification of Independent Bid Determination: PA-29**

- (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 consortium<sup>3</sup> 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.

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

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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

\* **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.

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.

Name of Bidder	Signature	Date	Position

# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

Name of Tenderer .....

## 1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

# Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number  
## State date of South African citizenship obtained (not applicable to persons born in South Africa)

1 EME: Exempted Micro Enterprise  
2 QSE: Qualifying Small Business Enterprise



## PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

### 2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

### Signed by the Tenderer

<b>Name of representative</b>	<b>Signature</b>
	<b>Date</b>



## SPECIFICATIONS AND SPECIAL CONDITION OF TENDER VILLIERSDORP

### 1. SPECIAL CONDITION AND SPECIFICATION OF TENDER /CONTRACT

1.	DELIVERABLES	Number
	Provision of security guarding service at Villiersdorp building for a period of 24 months	
1.1	<b>Villiersdorp/Dennehof</b>	
	Provide security guards who must work the following shifts during the week:	
	Dayshift: 06:00 – 18:00 Security Supervisor Grade B Security Officers – Grade C	1 4
	Nightshift: 18h00 – 06:00 Security Supervisor- Grade B Security Officers – Grade C	1 3
	<b>Weekends/Public Holidays</b>	
	Day shift: 06 – 18:00 Security Supervisor – Grade B Security Officers – Grade C	1 2
	Night shift Security Supervisor - Grade B Security Officers – Grade C	1 2
	<b>Minimum number of guards to run a site on a 24/7 rotational basis = 9</b>	
	<b>ADMINISTRATIVE RESPONSIVENESS CRITERIA</b>	
	<ul style="list-style-type: none"> <li>• Submission of originally certified documents not older than 3 months to be submitted as listed below:</li> <li>• Registration of Company Certificate (CK)</li> <li>• PSIRA letter of good standings</li> <li>• PSIRA certificate of the company</li> <li>• PSIRA certificate of directors</li> <li>• Valid COIDA letter of good standing / Tendering Certificate</li> <li>• ID copies of all directors and its employees</li> <li>• Valid Tax Clearance Certificate</li> <li>• Valid Liability insurance Cover minimum R1 000 000 / Undertaking of providing proof within one month after the appointment, failure of which the contract will be terminated</li> <li>• Independent Communication Authority of South Africa (ICASA) Valid certificate of signed letter of agreement by lesser and lesee</li> </ul>	
1.3	<b>Security aids</b>	
	Base radio's (must be programmed to service providers frequency)	
	Portable hand held radio's (to be programmed to service providers	For all



	frequency)	Security Officers on duty
	Electronic guard monitoring system with 6 points to ensure that the site is patrolled/inspected according to instructions and any deviation immediately reported to supervisors and addressed accordingly	
	Batons for all security officers on duty	01 each
	Hand-cuffs for all security officer on duty	01 each
	Pocket book for each officer	01 each
	Name tags of employees	01 each
	Corporate uniform and dress standards, jacket, shirt, pans, tie, company PSIRA name and tags, pull over jersey and appropriate shoes	

## 2. Duration of contract

2.1.1. The duration of the contract will be for a period of twenty (24) months, commencing from the date the company begins with the security services on site.

1.2.1 The successful tenderer shall be obliged to sign the Service Level Agreement (SLA) immediately after the tender is awarded.

## 3 Special Conditions

3.1. Tenderers shall provide to the Department of Department of Public Works and Infrastructure (DPWI) the following information:

- (i) Their regional and headquarters.
- (ii) Names, addresses and telephone numbers of their banks or other financial institutions that manage their finances and the names of contact persons at each financial institution.
- (iii) Consent that the financial institutions may answer the company financial enquiries and supply statements on request by DPWI.
- (iv) The names and identity numbers and street addresses of all partners, shareholders of their companies.
- (v) All Security Officers registered in terms of the Private Security Industry Regulatory Authority, 2001 (Act 56 of 2001).
- (vi) Consent form that all Managing Directors, Shareholders of the company and Site Managers, Supervisors and Security Officers assigned to the site will be subjected to a positive pre-screening



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by the State Security Agency-SSA (National Intelligence Agency NIA) before they can resume duties with the Department of Department of Public Works and Infrastructure. All security personnel, Directors and the Company itself shall be subjected to DPWI Screening Process.

- (vii) List of references
- (viii) School/tertiary qualification for all Security officers with minimum Standard 8 (Grade 10) and Grade C Psira certificate
- (ix) Security clearances of security personnel when requested by DPWI
- (x) Complexion of non-disclosure or secrecy form by the service provider and his/her employees, for the protection of all information to any third party, unless duly authorized thereto
- (xi) A list of references with contact detailed and persons, of work done previously
- (xii) Supervisor must possess matric/grade 12, PSIRA grade A or B Certificate, valid PSIRA registration and positive security screening.
- (xiii) Requirements for all Security Officers are PSIRA grade C, valid Psira registration and positive security screening.
- (xiv) The Site Manager and Supervisors must have undergone supervisory training, this must be included in their C.V (please attach C.V to support this)
- (xv) In case of new a member or replacement of security guard, a security clearances of security personnel will be requested by DPWI
- (xvi) Consent form from the employer that they and their employees do not object to the signing Declaration of Secrecy.
- (xvii) The successful tenderer shall pay his/her employees at least the minimum monthly basic wage, as prescribed by PSIRA illustrative pricing structure as informed from time to time by the Department of Labour
- (xviii) For purposes of this contract, use will be made of the relevant category Security Officer's, as defined in the order made in





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terms of Section 61A(2) of the Labour Relations Act, 1956, as published by Government Gazette on an annual basis

- (xix) The Department reserves the right to terminate contract if State Security Agency (SSA) clearance is negative.
- (xx) Appointment will be subjected to a positive security clearance received from State Security Agency (SSA)
- (xxi) Bidders must quote according to PSIRA rates as Gazetted from time to time
- (xxii) Prospective bidders are requested to acquaint themselves with all the economic indicators that are applicable to the security industry, as prescribed by the Department of Labour and Sectoral Determination. Rates submitted by bidders for security guards will be evaluated (checked) for reasonableness in order to ensure compliance to Labour Relations and Psira directives.
- (xxiii) Rates applicable to overheads will also be evaluated in order to ensure that the winning bidder will be able to pay security guards without having to compromise compliance to all applicable contractual obligations.
- (xxiv) Prices submitted by bidders for year 1 and 2 shall be fixed and binding throughout each year. No other price adjustment shall be accepted during each year other than those indicated in the Bid document

#### 4. Specification

##### 4.1 Detailed requirements

Item	Description
4.1.1	<b>General requirements of security personnel</b>
	The following general requirements shall apply.  <b>SUPERVISORS AND SECURITY GUARDS.</b> It is the responsibility of the Service provider to see to it that the Security Personnel in his service and especially those employed for the rendering of this service, meet the following requirements at all times.  <b>SUPERVISORS.</b> Supervisor must possess matric/grade 12, PSIRA grade A or B Certificate, valid PSIRA registration and positive security screening. Should have a good grounding in their post descriptions and duties Should be capable of leading, controlling and supervision skill



	<p>Should be able to communicate, read and write in English.</p> <p><b>SECURITY GUARDS</b></p> <p>Security Guards should have Standard (8) Grade (10) qualification and Grade C They should be able to communicate, read and write in English. They may not be younger than 18 years of age Supervisors and Security Guards must have undergone and passed formal security training course certified by PSIRA</p> <p>At all times supervisors and Security Guards must present an acceptable image / appearance which implies, <i>inter alia</i>, that they may not sit, lounge about, smoke, eat or drink while attending to people.</p> <p>Supervisors and Security Guards must at all times present a dedicated attitude / approach which shall imply, <i>inter alia</i>, that there shall be no unnecessary arguments with visitors / staff or discourteous behaviour towards them.</p> <p>Supervisors and Security Guards must be physically healthy and medically fit for the execution of their duties.</p> <p>Supervisors and Security Guards must be registered as Security Officers / guards, as required by Security (Officers Act 92 of 1987, Section 10(1)(b).</p> <p>Supervisors and Security Guards must sign an undertaking in which they declare that they will refrain from any action, which might be to the detriment of the State.</p> <p>Supervisors and Security Guards are prohibited from reading documents or records, taking pictures on site or in office or unnecessary handling thereof.</p> <p>The Service provider and his employees may furnish no information concerning State activities to the public or news media.</p> <p>The State reserves the right to ascertain from the South African Police Services whether security personnel in his employ possess record clearances as well as to ascertain from the Council of Security Officers whether the security personnel are registered with the Council of Security Officers.</p> <p>At all times Security Officers must present an acceptable image and appearance which implies, <i>inter alia</i>, that they must not sit, lounge about, smoke, reading newspapers, eat or drink and use of cellphone while attending to people or at control points.</p>
4.2.2	No security personnel may be allowed to work a shift longer than (12) twelve hours.
4.2.3	The Site Manager, Supervisors and Security Officers must be physically



	and medically fit for the execution of their duties.			
4.2.4	The Department preserves the right to ascertain from PSIRA as to whether the Company, Site Manager, Supervisors and Security Officers are in good standing with PSIRA			
4.3	<p><b>Uniforms and identification</b></p> <p>The service provider shall ensure that each member of his security personnel will at all the times when on duty be fully equipped in respect of:</p> <ul style="list-style-type: none"> <li>• A uniform, neat and clearly identifiable uniform of the company, which will include matching raincoats and overcoats for personnel performing duties outside the building. No combat or military style uniform will be accepted.</li> <li>• For Security Officers performing duties at duty point's specific identification is required and,</li> <li>• A clear identification card of the company with the member's photo, identification and staff number on it, worn conspicuously on his/her person at all times. Alternatively: The valid identification card issued by the PSIRA</li> </ul>			
<b>Item</b>	<b>Security Aids</b>			
4.4	<p>Security aids which are to be worn or kept on the person at all times whilst on duty, to be issued by the Tenderer are;</p> <ul style="list-style-type: none"> <li>• Baton</li> <li>• Handcuffs</li> <li>• Whistle</li> <li>• Pen</li> <li>• Torch (whilst on night shift)</li> <li>• Radio</li> <li>• Pocket book</li> <li>• Pepper spray</li> <li>• Name tags</li> </ul>			
4.5	Tenderers must keep proper files as well as appropriate documents of all security personnel, who are employed for rendering the service to the Department available for inspection by representatives of the Department.			
	The appropriate documents shall include, inter alia, the following: Scholastic, training certificates, PSIRA registration and medical certificates			
4.6	<p><b>Registers to be utilized and maintained</b></p> <p>The service provider will ensure that the Occurrence book, Register of firearms, visitors register, security breach register, removal of goods and permit forms are utilized and maintained as required:</p>			
4.7	<b>Occurrence Book</b>			



The purpose of this register is to keep record of all incidents, occurrences, or observations made by the Security Officer's whilst on duty for reference.

**Compulsory Entries:**

- All listed routine procedures such as patrols undertaken, handing over of shifts, etc, mentioning the procedures followed, by whom and the time of commencement. OB must be written with black ink and entries must all be made clearly legible, in red ink.
  
- As occurrence/events however important, slight or unusual with reference to the correct time and relevant actions taken.
  
- All security personnel activities – especially deviations in respect of the duty list – indicating particulars of the personnel and relevant times.  
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- The issue and/or receipt of keys, indicating the time and by whom they were received and/or delivered.  
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- The unlocking/locking of doors/gates, indicating the time and by who locked/unlocked.  
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- The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case personnel taking over as well as personnel handing-over must sign the entries.  
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- Occurrence Register Read: After handing-over of the shifts the shift leader coming on shift must make an entry that he/she read the occurrence register in order to acquaint himself/herself with events that occurred during the previous shift.  
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- Visits by Management to security points, and entries by Supervisors must be done in red ink.  
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- Officials of the Department shall pass on in writing, all additional requests in respect of the rendering of the service

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

4.8

**Shift Rosters**

The purpose of the shift roster is to serve as proof, at all times that all personnel who should be on duty per shift, are indeed on duty.

- Drawing up a shift roster: Daily, weekly, monthly shift roster of all



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	<p>security personnel must be drawn up by the service provider and kept on site where the service is rendered.</p> <p>Changes to the shift roster: Any changes to the shift roster shall be crossed out by a single line, initialed, dated and noted in the occurrence register.</p>
4.9	<p><b>Duty sheet</b></p> <p>The purpose of the duty sheet is to ensure that all security personnel on duty are familiar with their duties as required for the contract. The service provider must have a fully expounded duty sheet available at each duty point of the site.</p>
4.9	<p><b>Two-way radios</b></p> <p>The purpose of the two-way radio communication is to ensure that there is immediate communication between the various duty points on the site and with the departmental security control room and service providers control room.</p> <ul style="list-style-type: none"> <li>• <b>Base radio:</b> The base radio is to be installed by the service provider at a static duty point for better communication between the site of DPWI and the service providers control room.</li> <li>• <b>Hand held radios:</b> The hand held radio's must be serviceable at all times and be handed to the Security Officer patrolling the site for immediate communication with the base station.</li> </ul>
4.10	<p><b>Guard monitoring system</b></p> <p>The purpose of the guard monitoring system is to ensure that the site is patrolled /inspected according to instructions and any security breach is immediately reported to supervisors and addressed accordingly.</p> <p>The guard monitoring points as identified by the department must be visited and be given the monitoring report when required</p>
4.11	<p><b>Contact with Departmental Representative</b></p> <p>The Site Manager or Supervisor must immediately report any abnormal and or noteworthy incident to the Departmental Representative who in turn will inform the Security Manager</p> <ul style="list-style-type: none"> <li>• A meeting, where formal discussions can be held between the Departmental Representative and Service providers Supervisor/Manager or Service provider himself/herself, must be held at least once a month. Minutes of the meeting will be kept within the Security Unit/Section</li> </ul> <p>-----</p> <p>The service providers shall furnish a monthly and quarterly report of the security service, incidents, etc, which transpired in the previous month to</p>



	<p>the Department of Department of Public Works and Infrastructure Security Manager.</p> <p>On appointment the service provider shall on a quarterly basis submit a proof of Unemployment Insurance Fund (UIF) from department of Labour to the department</p>
4.12	<p><b>Lost articles</b></p> <p>The lost articles that are found at the site and of which the ownership could not immediately be established, will be immediately be handed in at the security control room or reception on the site for safekeeping and recorded in the occurrence register. Thereafter it must be handed to the Departmental Representative.</p>
4.13	<p><b>Deliveries during office hours</b></p> <p>Security personnel must not accept/receive any deliveries for an official, for this purpose the official himself/herself or a colleague may accept/receive the delivery. Should the delivery be urgent or a sensitive/valuable article this must be referred to the Departmental representative in the security control room.</p>
4.14	<p><b>Labour unrest incidents</b></p> <p>Definition: When officials of the Department on site or security personnel engage in illicit personnel practices such as strikes, protests, unrest and intimidation.</p> <p>Labour unrest on site: If the service is interrupted/or temporary deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the service provider, the parties must come to an agreement on methods to ensure continuation of the security service.</p>
4.15	<p><b>Site Inspections</b></p> <p>A thorough inspection of the control room shall be performed by the departmental officials before the award of tender to view and asses the qualities of the control room</p> <p>The Department retains the right to inspect the service rendered by the service provider at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.</p> <p>The Department retains the right to require from the service provider, that any of his/her employees be replaced, should justifiable reasons exist, in which case the employee must replaced without delay. The Department will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.</p> <p>The Department's representative will have the right to daily check whether sufficient personnel are available at the site in terms of the conditions.</p> <p>All security personnel shortages must be noted in the occurrence register and on the duty list.</p>
4.16	<p><b>OHS compliance</b></p> <p>The service provider's personnel must at all time refrain from littering and keep the grounds/ building/work area occupied by them clean, hygienic and neat.</p>



	<p>Under no circumstances will any security personnel be allowed to trade on the premises.</p> <p>The service provider shall not erect or display any sign, printed matter, painting, nameplates, advertisement, and article or object of any nature whatsoever, in, or to the Department's buildings or sites or any part thereof without written consent. The service provider shall nor publicly display at any site any article or object which might be regarded as objectionable or undesirable.</p> <p>Any sign, printed matter, painting, name plates, advertisements, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The service provider shall be held responsible for the costs of such removal.</p>
4.17	<p><b>Duties of Security Officers</b></p> <ul style="list-style-type: none"><li>• To act as an authorized official in terms of the Control off Access to Public Premises and Vehicles Act, (Act 53 of 1985),</li><li>• To perform access control duties as prescribed, patrol premises, and execute functions required by the Departmental shift supervisor (including the safeguarding of personnel, property and information).</li><li>• To record events/incidents in the prescribed occurrence register and report it to the shift supervisor and service provider.</li></ul>
4.18	<p><b>Additional requirements</b></p> <ul style="list-style-type: none"><li>• Security Officers must be inspected/ visited once per day (weekends and public holidays included) and twice per night shift by the supervisor.</li><li>• A direct line of communication must be established between the security control room and the control room of the service provider.</li><li>• The contract is for a period of 24 twenty four months and the Department reserves the right to terminate the contract at any state with (1) one month written notice if Department of Public Works and Infrastructure feels that the services are rendered unsatisfactorily. This will be done in line Service Level Agreement</li></ul>

## 5. RESPONSIBILITIES

### 5.1 Responsibility of Service provider

- (a) The Company is expected to provide Department of Public Works and Infrastructure with a Site Manager on site at all times during the office hours.
- (b) The service provider must provide adequate security personnel as required by Department of Public Works and Infrastructure for the successful rendering of security service on 24 hours, 7 days a week basis throughout the contract.
- (c) Security Officers assigned to the Department of Public Works and Infrastructure site can only be changed with the consent of the Department of Public Works and Infrastructure Security Manager.



The request of the change should be in writing five days before it could take place except in cases where the department requires that a security officer be removed immediately due to misconduct of such an officer.

- (d) The company should be able to provide Department of Public Works and Infrastructure with additional Security Officers on request and in case of emergency and unrest
- (e) Shortages of security personnel should be recorded in the occurrence book by the supervisor. Department of Public Works and Infrastructure shall also keep their own record with regard to shortages of Security Officers and relevant sanctions will be applied
- (f) All security officer deployed at DPW offices must complete declaration of secrecy forms before/during commencing with employment.
- (g) Transport for monitoring and inspecting purposes of all sites mentioned in service provider must be provided.

## 5.2 Responsibility of DPW

The department will provide the following

1. Change room/office
2. Free electricity and water will be supplied on site
3. Department will not provide overnight sleeping facilities
4. No dog kennels will be provided at night
5. The department will pay the service provider within 30 days after the service has been rendered and the service provider providing an ORIGINAL invoice within 5 days of service delivery.

## 5.3 Duties of the Site Manager

- (a) Oversee all security activities performed by his security personnel.
- (b) Handle all problems experienced by his security personnel on site.
- (c) Attend all problems regarding payment, family problems of Security Officers.
- (d) Ensure that there is always security equipment required on site e.g. two way radio etc.
- (e) Be involved in any security operational projects and manage special events from security point of view.





- (f) Report to the Department of Public Works and Infrastructure Security Manager on any security breaches.
- (g) Investigate any security breaches committed by his Security Officers and update Department of Public Works and Infrastructure accordingly.
- (h) Make initiatives to the improvement of security in general.
- (i) Liaise with Head of physical security and where applicable, with senior Security Officer on duty.
- (j) Conduct parade with security personnel prior to assumption of duty.
- (k) Ensure that registers are clean, neat and up to date at all times.
- (l) Ensure that employees are escorted between the workplace and financial institutions when on official duties and requested to do so.
- (m) Ensure that Security Officers are always in their corporate uniform and display their PSIRA registration cards.
- (n) Hold – Weekly meetings with his/her supervisors on site.  
  
-Fortnightly meetings with Department of Public Works and Infrastructure Admin Officer: Physical Security.
- (o) Ensure that all security staff understands the needs and expectation of the secondary clients (e.g. visitors) and primary clients (e.g. employees) of the Directorate: Security Management.
- (p) Ensure that all security staff understands the principle of Batho Pele and apply it at reception desk.
- (q) Monitor and advise security staff on duty at the ground floor reception areas from interpersonal and public perspectives and brief the Deputy Director: Security Service accordingly.

**in addition to abovementioned responsibilities, the site manager will be expected to be able to administer first-aid assistants to patients while on the premises of Department of Public Works and Infrastructure and obtain further assistant as and when it required.**



#### **5.4 Supervisors**

- (a) Take overall responsibility of the shift.
- (b) Ensure that Security Officers posted accordingly.
- (c) Ensure that the each site is covered, if not report to the control room immediately.
- (d) Report any security breaches to Department of Public Works and Infrastructure Senior Security Officers.
- (e) Ensure that security personnel present themselves well to the staff members and to the public.
- (f) Draft shift roster for the different sites.
- (g) Ensure that security registers are kept neat at all times.
- (h) Ensure that security equipment is in good working conditions.
- (i) Conduct parades with every shift reporting for duty.
- (j) Act as an emergency officer during emergency situation until the arrival of Department of Public Works and Infrastructure Senior Security Officers.

#### **5.5. Security Officers on site**

- (a) Practice Access Control procedures in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985).
- (b) The Security Officers shall be responsible for the protection of state property on the site, and the protection of the said property against theft, fire and vandalism.
- (c) The protection of the state's officials against any injuries, threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, (Act 51 of 1977).
- (d) Protect state information against any espionage, leaking of information to the wrong hands.



- (e) Controlling or reporting on the movement of persons or vehicles through checkpoints or gates.
- (f) Conduct searching according to the Access Control Act on staff members, members of public, and if necessary restrain them.
- (g) Patrol the premises and offices of Department of Public Works and Infrastructure.
- (h) React to emergency situations.
- (i) Ensure that security registers are kept neat at all times.
- (j) Escorting of employees who carry valuable assets between the buildings, and to their parking areas.

## **6. CODE OF ETHICS AND RESTRICTIONS OF SECURITY PERSONNEL**

- a. Security Officers must be paid the minimum wage according to Basic conditions of Employment Act 75 of 1997: Sect oral Determination for private security sector as issued on 20 February 2020 in the Government Gazette no. 43036 vol 656
- b. Security Officers must be visited at least once per day (weekends and public holidays included) and twice per night by their Site Manager.
- c. Department of Public Works and Infrastructure will have the option to request the successful tenderer to replace any Security Officer, whom they found not suitable for the site.

2.1 Security officers are prohibited to read newspapers whilst on duty

2.2 Security officers shall report on duty on time requested by DPWI

2.3 Security officers found guilty of such offences shall be removed from site immediately

2.4 Security officers should avoid any conflicts with the staff member or member of public

2.5 Any security officer found under the influence of any intoxicating substances cannot be allowed on site the contractor will be held liable for any damage or loss suffered by the State, as well as results of the contractors own or his employee's negligence or intent, which originated on the site. The State shall not be liable for any loss or damage of any nature to any of the contractor's properties or any items kept at the State sites, in cases where the loss originated as a result or negligence or intent on the part of the State



The State is indemnified against any liability, compensation or legal expenses in respect of the following cases:

- Loss of life or injuries which may be sustained by the security personnel during the execution of their duties
- Damage to or destruction of any equipment or property of the contractor during the execution of their duties
- Include illicit activity, arrests and or wrongful deeds, the contractor shall be notified in writing of the particulars of each claim she/he is liable for

2.6 The contractor must, at his own expense, take out sufficient liability insurance against any claim, cost, loss and or damage resulting from his obligations and shall ensure that such insurance remains operative for the duration of this agreement

2.7A copy of such insurance contract shall be handed to the departmental representative on commencement of the services

2.8 The contractor may not, or unless specified make use of any of state equipment. Aids or property for purpose of compliance with the conditions which equipment, aid and or property include vehicles, stationery, firearms, rooms and furniture

2.9 Water and electricity required for the rendering of the service by the contractor shall be provided by the state. The contractor is responsible for the training of its personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site

2.10 All keys require to obtain entry to those parts of the site where the service is to be rendered according to the conditions, will be provided

2.11 The contractor's personnel must at all times refrain from littering and must at all times keep the grounds and buildings occupied by them clean, hygienic and neat

2.12 Under no circumstances are security personnel allowed to carry on way trading (selling sweets, cigarettes etc.) within DPWI buildings

2.13 The contractor shall not erect or display any sign. Printer matter, paintings nameplates, advertisement and article or object and of any nature whatsoever, in against State buildings or sites or any thereof without written consent from Public Works



- 2.14 The contractor shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable
- 2.15 Any sign, printed matter, printing, nameplate, advertisement, article or object displayed without written consent or which is regarded as objectionable or undesirable, will immediately be removed by Public Works and he contractor shall be penalized
- 2.16 Should Security Officer be found guilty of any theft on the site he/she will be removed with immediate effect from the site

## 8. OTHER SECURITY REGISTERS

Apart from the occurrence book mentioned above the following registers shall be utilized by the Security Officers in rendering service at all Department of Public Works and Infrastructure buildings.

### 8.1. Visitors register

The purpose of visitor's register is to have information available at all times regarding persons entering and leaving the premises within a specific period. Register should be kept clean and neat all the times. These register forms must be completed correctly and legibly by the security guard/officer on duty and the following information from the visitor should be noted.

Date and time of visit, and departure.  
Surname and initials of the visitor.  
ID no and proof of identity of the visitor.  
Home and work address of the visitor.

Name of person to be visited.  
Telephone number at work or home.  
Duration of the visit.  
Purpose of visit.  
Signature of visitor.

### 8.2. Pocket book

The purpose of the pocket book is to note down all incidents occurring or observations made by a security guard/officer during a turn of duty, for later reference.

Requirement: During their turns of duty all security personnel must have a pocket book on their possession.



**NB: The following information must be noted down in the Pocketbook**

All occurrence/events, however important, slight or unusual, are referring to the following:

- Reporting on and off duty
- Time the event occurred
- Extent of occurrence or event
- Any serious event taking place during the execution of the duty, Security Officer should record it in the pocket
- Supervisor visiting the site should sign in the Security Officers pocket book to ensure that he/she has visited the officers on site. Supervisor's entry should be in red pen
- The pocket book also helps Security Officer with his/her performance evaluation.

### **8.3. Staff after hours register 18H00-06H00**

- The after-hours register is intended to exercise control over staff members and any other people who entered the buildings after hours. This register is also applied during weekends and public holidays
- All personnel leaving the building after hours should complete the after-hours register
- Security Officer on duty must ensure that they complete the register for the client and that all personnel completing the register correctly. This means that Security Officer shall ensure that correct time and signature of the personnel is entered correctly themselves.

### **8.4. Information register**

- The information register plays an essential role regarding communication of security matters, particularly for shift workers. Instructions, incidents and any other matters are recorded in the book so that shift-workers can receive messages.
- Security Officers reporting for duty should read the information register, so that they can have necessary information regarding security activities. After the message the officer should sign to acknowledge that he/she is aware the message
- Each entry should have serial number, date, time and the name of the officer who made the entry.



#### **8.5. After hour Mail receipt register**

- The register record all the mails received by the Security Officers on duty. Normally the mails will be received from other departments and companies
- When a postal article is delivered, the security on duty should ensure that it is addressed to Department of Public Works and Infrastructure. If the sender's names do not appear on the article, as the messenger to write his/her name, address and telephone on the back of the article
- The article should go-through the X-ray machine to determine whether it is safe or not
- Enter all the details in the register
- Obtain the signature of the person who delivered the article and his personal details and mark the article with same serial number in the register.

#### **8.6. Removal permit**

- This permit is the most essential in terms of control goods and asset leaving the department. This register should be controlled on this manner
- State asset, information and other relevant goods are not allowed to leave the department before the proper authority is obtained. There are certain senior managers on each section who has the authority to sign for the goods leaving the building. Goods shall not leave the building before the necessary authority is given
- Serial numbers and make of the goods should be verified by Security Officers, before the goods could leave the building. When the Security Officer is not certain with the serial numbers and other information, he/she should contact the senior officer to look into the matter.

#### **8.7 Government vehicle register**

Security personnel should control government vehicles at the exit and entrances of the buildings. The security personnel should look at the following issues:

- To determine whether the driver has the authority to drive the vehicle.
- To prevent the theft of vehicles and the tools a copy of the trip authorization must be kept by security
- To ensure that the vehicles are used for official purposes only
- To verify particulars and ensure correctness of the trip authorization



- To ensure that all new damages to the vehicle is reported / indicated on the trip authorization.

## 9. Compulsory Site Inspection

The Department of Department of Public Works and Infrastructure shall have the prerogative to conduct inspection on the services rendered by the service provider:

- Inspect the equipment provided by Department of Public Works and Infrastructure.
- Inspect the equipment provided by the service provider
- Records of any Security Shortage on the side
- The right to dismiss the Security Officer or Site Manager on site inspection or service shall be conducted by the Department of Public Works and Infrastructure Security Manager as well as his/her immediate managers at anytime they find it be appropriate to do so
- The Department of Department of Public Works and Infrastructure reserves the right to conduct inspection for the services rendered by the service provider at any time, this will done in order to establish whether the service rendered by the contract is satisfactory and comply with the conditions of contract and the site specification.
- The Department of Department of Public Works and Infrastructure reserves the right to require from the service provider that any of his employees be replaced, in which case the employee must leave the site and he/she must be replaced immediately. The State will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.

## 10. COMPULSORY REQUIREMENTS FOR SUBMISSION OF BID

- Submission of originally certified documents not older than 3 months to be submitted as listed below:
- Registration of Company Certificate (CK)
- PSIRA letter of good standings
- PSIRA certificate of the company
- PSIRA certificate of directors
- Valid COIDA letter of good standing / Tendering Certificate
- ID copies of all directors and its employees
- Valid Tax Clearance Certificate
- Valid Liability insurance Cover minimum R1 000 000 / Undertaking of providing proof within one month after the appointment, failure of which the contract will be terminated





- Independent Communication Authority of South Africa (ICASA) Valid certificate, signed letter of agreement by lesser and leasee if the bidder is a Joint Venture, a certified copy of the Joint Venture Agreement must be submitted with the bid documents
- In order to facilitate communication, bidder must furnish an e-mail address, or facsimile contact number and reference letters
- Failure to submit compulsory required documents, the bidder will differ on administrative requirements and shall be disqualified

## 11. SECURITY CLEARANCE

- Bidders are subject to a positive security clearance
- Bidders must submit any required document any required documentation for purposes of security clearance within seven (7) days of request by the Department.
- Under no circumstances will a tender be awarded unless the bidder concerned has obtained security clearance

## 12. AWARD OF TENDER

- The tender will be awarded to the bidder who score the highest number of points; unless justifiable exist why the relevant bid should not be awarded to such bidder.
- Notwithstanding anything herein contained, no contract shall come into being until such time as the Department issue a formal notice of acceptable of bid offer.
- The Department will first look if the bidder quoted according to PSIRA rates before considering overheads.
- The Department reserves the right to reject any bidder if it does not comply with the applicable PSIRA rates
- The Department reserves the right to reject any bid if it is of the opinion, such bid represents an undue financial risk to the Department due to pricing bidders
- **The Department reserves the right to award ONE area per bidder. This will be done in the interest of spreading work opportunities per bidder, however the Department will only appoint the same service provider for more than two areas in cases where there is a shortfall of successful bidders for that specific area.**

## 12. TERMINATION OF SERVICE

- 10.1 The stipulations of the State Tender Board's General Conditions and Procedures (ST36)
- 10.2 Apply in particular to cases of any failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.



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- 10.3 The contract will be terminated immediately should the contractor no longer qualify as Security officer in terms of the Security Officers Act, 198 (Act 92 of 1987).
- 10.4 The contractor must notify the State immediately should he or any member of his Security personnel no longer meet the qualifications or conditions of the Security Officers Act, 1987 (Act 92 of 1987)
- 10.5 The contractor must immediately remove from the site and replace any of his employees who no longer qualify as security officer in terms of the Security Officers Act, 1987 (Act 92 of 1987)
- 10.6 The contract will be terminated if service delivery is not in accordance with the conditions of contract
- 10.7 Contract will be terminated should it be found that he/she use the unregistered, unfit and in competent security personnel.
- 10.8 The Contract will be terminated should the property be leased out, sold, SAPS takes over all Security activities of the property and or when the contract term comes to an end on the date agreed upon
- 10.9 The Contract can be terminated by either party by giving a notice of at least ONE month, should any other circumstance arise that lead to termination of services other than the circumstances listed above.

I..... ID no:.....in my capacity as.....of.....Security Services fully understand and agree with the conditions of the contract and therefore have no objection in signing the contract which is binding with the department.

Name: .....

Signature: ..... Date: .....

DPWI Regional Security Manager

Signature: .....Date: .....

Closing Date: ..... BID NO:.....



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## PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

### NOTES:

The purpose of this document is to:

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

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

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

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## PA-10: General Conditions of Contract (GCC)

### 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.



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

### 2. Application

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

### 3. General

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

### 4. Standards

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

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

- 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

## PA-10: General Conditions of Contract (GCC)

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.



## PA-10: General Conditions of Contract (GCC)

- 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



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(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 fulfilment of other obligations stipulated in the contract.

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

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

### 17. Prices

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

### 22. Penalties

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

### 23. Termination 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:



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- (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 of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 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 the 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 ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its 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.

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### 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 the 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 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 12 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.

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**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

**33. National Industrial Participation Programme (NIPP)**

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.

Name of Bidder	Signature	Date