public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
DURBAN REGIONAL OFFICE

REFERENCE NUMBER – DBN25/01/04

SERVICE DESCRIPTION: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE: CHATSWORTH BUILDING

PROVISION OF SECURITY SERVICES AND ACCESS CONTROL FOR A PERIOD OF 36 MONTHS (RUNNING MONTH TO MONTH)

SUBMITTED BY:

Company Name : .....

CSD / CIDB registration number: ...../.....

Physical Address: _____ Postal Address: _____

_____ _____

_____ _____

_____ _____

Contact No. _____ Email _____

CLOSING DATE: 19 FEBRUARY 2025

TENDER BOX LOCATION: PHYSICAL ADDRESS: National Department of Public Works, 157 Monty Naicker, Durban, 4001
TENDER BOX NUMBER: DBN25/01/04

Enquiries: For technical enquiries contact Mr. Thamsanqa Phungula, Mobile number: 0766946426, e-mail Thamsanqa.Phungula@dpw.gov.za and for other enquiries contact Ms. Zanele Luthuli Telephone number – 031 314 7072 e-mail Zanele.Luthuli@dpw.gov.za or Nobuhle Gwala 031 314 7021 e-mail Nobuhle.Gwala@dpw.gov.za/ Thulisile Ndhlovu 031 314 7061

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE:

BID NUMBER: DBN25/01/04
ADVERT DATE: 24 JANUARY 2025

CLOSING TIME: 11:00

CLOSING DATE: 19 FEBRUARY 2025

SITE MEETING DATE: 04 FEBRUARY 2025 @ 11:00 am (NDPWI LORDS GROUND, 186 KE MASINGA ROAD (BETWEEN SANDF AND CITY ENGINEERS)

CLIENT: NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE: RICHMOND BUILDING: PROVISION OF SECURITY SERVICES AND ACCESS CONTROL FOR A PERIOD OF 36 MONTHS

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

The **Tax Clearance Certificate for Bid Purposes** from the Receiver of Revenue and the **NDPWI G.S PA32 Form of Offer and Acceptance** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

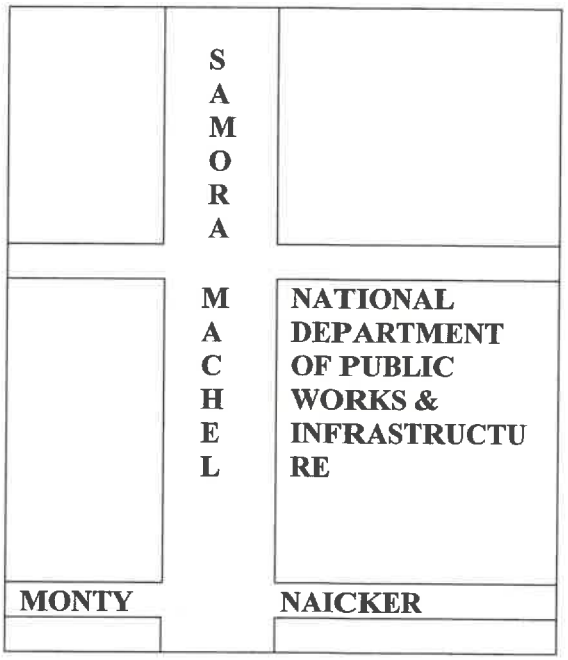
BID DOCUMENTS MAY BE POSTED TO

BID SECTION
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
157 MONTY NAICKER
DURBAN
4001

Bid documents that are posted must reach the Department of Public Works before 11:00 on the closing date of the bid/quote.

OR

THE BID DOCUMENTS MAY BE DEPOSITED IN AN ALLOCATED BID BOX BY ENTRANCE, CNR PINE STREET (MONTY NAICKER)AND ALIWAL (SAMORA MACHEL) STREET, DURBAN



Project Leader: Mr Thamsanqa Phungula (076 694 6426)

Administrative Enquiries: Ms Nobuhle Gwala at (031 314 7021)/ Ms Thulisile Ndhlovu at (031 314 7061)/ Zanele Luthuli (031-314 7072)

The Durban Regional Office of the Department of Public Works is open **Mondays to Fridays: 07:30 – 12:45 / 13:30 – 16:00.**

NB.: Late Bids/Quotes will, as a rule will NOT be accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE WITH BID/QUOTE NUMBER & CLOSING DATE CLEARLY MARKED.

The Government Tender Bulletin is available on the Internet on the following web sites:

1. http://www.etenders.gov.za
2. http://www.publicworks.gov.za

public works & infrastructure
Department: Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Invitation to Bid: PA-32

PART A
INVITATION TO BID (EXEMPTION)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	DBN25/01/04	CLOSING DATE:	19/02/2025	CLOSING TIME:	11:00AM
DESCRIPTION	NDPWI: CHATSWORTH BUILDING: PROVISION OF SECURITY SERVICES AND ACCESS CONTROL FOR A PERIOD OF 36 MONTHS (RUNNING ON MONTH TO MONTH BASIS)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

OR POSTED TO:

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		**OR** CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [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 ([1]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			

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

public works & infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Invitation to Bid: PA-32

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

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.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

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

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.

[1] All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF SECURITY SERVICES AND ACCESS CONTROL

Project title:	NDPWI: CHATSWORTH BUILDING: PROVISION OF SECURITY SERVICES AND ACCESS CONTROL FOR A PERIOD OF 36 MONTHS (RUNNING ON MONTH TO MONTH BASIS)

Bid no:	DBN25/01/04		
Advertising date:	24 JANUARY 2025	**Closing date:**	19 FEBRUARY 2025
Closing time:	11:00AM	**Validity period:**	84 CALENDAR **days**

1. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

Note 1: *Failure to meet minimum functionality score will result in the tenderer being disqualified.*

Functionality criteria:[1]	**Weighting factor:**
Previous security experience: Completed projects within last five years NB: Bidder to submit the following copies for evaluation: a) Signed award letter or Appointment Letter or Order with starting award date and ending date, tender number or work reference number, type of service rendered , area/site of rendered service and contract value all with traceable reference (Projects within the last 5 years from closing date of tender) b) A completion certificate, it must be aligned with the above bullet (A) stating completion date, type of service rendered signed by the client's delegated authority or project manager with traceable references. (Projects within the last 5 years from the closing date of tender) Security project @ R 974 769.98 to R 1 949 539.96 – qualifies for 10 points Security projects @ R 1 949 539.97 to R 2 924 309.94 – qualifies for 20 points Security project @ R 2 924 309.95 to R 3 899 079.92 – qualifies for 30 points Security project @ R 3 899 079.93 to R 4 873 849.98 –qualifies for 40 points Security project @ R 4 873 849.98 and above - qualifies for 50 points	50
Transportation Bidders to provide proof of vehicle(s) registered under company name through a copy of Department of Transport licence registration(Log Book certificate) for vehicle. This will be verified during site inspection. 01 vehicle with a company logo - qualifies for 10 points 02 vehicle with a company logo - qualifies for 20 points	20

[1]The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

Control room and security equipments: Security equipment: Control room must have Base radio and Two-way radio, Landline or Cell phone, Monitor and Computer (good working condition) qualifies for - 15 points. Existing Control Room qualifies for - 15 points NB: This will be inspected as part of evaluation process that will be conducted during physical site inspection for shortlisted bidders. They will be no prior notice for visit. The locality of the address will be verified during site visit. Risk analysis will be done during evaluation process	30
Total	**100 Points**

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	70%

(Total minimum qualifying score for functionality is 50 percent, any deviation below or above the 50 percent, provide motivation below).

Functionality will be used as a prequalification criteria:

Only bidders that score less than 70% in respect of functionality will be regarded as non-compliant and non-qualifying.

Our main priority is to provide security services of higher quality and also make sure that we appoint a bidder that has enough capacity and experience.

2. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)

2.1. Indicate which preference points scoring system is applicable for this bid:

☒ **80/20** Preference points scoring system	☐ **90/10** Preference points scoring system	☐ **Either 80/20 or 90/10** Preference points scoring system

3. RESPONSIVENESS CRITERIA

3.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
4	☒	Use of correction fluid is prohibited.
5	☒	Submission of PA-32: Invitation to Bid
6	☒	Submission of record of attending compulsory briefing session. so all matters concerning the said service and document itself will be explained accordingly.
7	☒	Submission of a valid company and its Director's Certificates from PSIRA (both new and Certified PSIRA certificates). Submission of ID copy of a company Director and it must be Certified.
8	☒	Submission of a valid Certified copy of letter of good standing from PSIRA.
9	☒	Submission of a fully priced Bills of Quantities.
10	☒	Compulsory attendance of site meeting.
11	☒	Registration of National Treasury's Central Supplier Database (CSD) or insert the supplier rgistration number on the invitation to bid form

3.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	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.
3	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	☐	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	☒	Submission of a valid letter of good standing from the Department of Labour in respect of COIDA.
8	☐	
9	☐	
10	☐	

3.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals:

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

☒ **4.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or

			• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☐ **4.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	4. ☐ **OR**	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

5. COLLECTION OF BID DOCUMENTS:

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

☐ Alternatively; Bid documents may be collected during working hours at the following address The Director General, Department of Public Works, Private Bag X54315, Durban,4000. A non-refundable bid deposit of R is payable, (Cash only) is required on collection of the bid documents.

☒ A ***compulsory*** pre bid meeting with representatives of the Department of Public Works will take place at 157 K E Masinga Street, Durban Dept. of Public Works, Durban,4000 on 04 February 2025 starting at 11:00am. Venue Dept. of Public Works & Infrastructure, 157 K E Masinga Street, Durban . *(if applicable)*

6. ENQUIRIES

6.1. Technical enquiries may be addressed to:

DPWI Project Manager	Mr. Thamasanqa Phungula	**Telephone no:**	031 314 7026
Cellular phone no	076 694 6426	**Fax no:**	N/A
E-mail	thamsanqa.phungula@dpw.gov.za		

6.2. SCM enquiries may be addressed to:

SCM Official	Miss Zanele Luthuli	**Telephone no:**	031 314 7072
Cellular phone no	082 849 7559	**Fax no:**	N/A
E-mail	zanele.luthuli@dpw.gov.za		

7. 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

BID DOCUMENTS MAY BE POSTED TO:		DEPOSITED IN THE TENDER BOX AT:
THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 54315 DURBAN 4000 ATTENTION: **PROCUREMENT SECTION: ROOM** ***POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT***	OR	DBN25/01/04 Departmnt of Public Works Old Government Building 157 Monty Naicker Road, Durban At the specified Tender Box by Security Entrance

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	NDPWI: CHATSWORTH BUILDING: PROVISION OF SECURITY SERVICES AND ACCESS CONTROL FOR A PERIOD OF 36 MONTHS (RUNNING ON MONTH-TO-MONTH BASIS).		
Project Leader:	Mr. T E Phungula	**Bid / Quote no:**	DBN25/01/04

1. **THE BIDDER MUST COMPLETE THE FOLLOWING RETUNABLE DOCUMENTS:**
   (Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	**Number of Pages:**	**Returnable document:**
Form of Offer and Acceptance (PA-32 GS)	2 Pages	☒
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	3 Pages	☒
Resolution of Board of Directors (PA-15.1)(If applicable)	1 Pages	☒
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2)(If applicable)	2 Pages	☒
Special Resolution of Consortia or JV's (PA-15.3)(If applicable)	3 Pages	☒
Site Inspection Meeting Certificate	1 Page	☒
Preference Certificate(PA-16)	10 Pages	☒
Medical Certificate for the confirmation of permanent disabled Status (PA-14)(If applicable)	1 Pages	☒
Priced Bills of Quantities	26 Pages	☒
Designated Form for Preferential Procurement (PA-40)	2 Pages	☒
Conditions of Contract: Notes to Tenderers	10 Pages	☒
Public Liability Insurance must be R 10 000 000.00 and above a proof must be attached.		☒
Screening Documents		☒
Specification Document	26 pages	☒
COIDA must be attached from Department of Labour		☒
Proof of registration and compliance with PSIRA must be attached and both for company and its director (new certificates)		☒
Service provider must be registered on Central Suppliers Database and proof must be attached.		☒
		☐
		☐
		☐
		☐
		☐

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

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

This form has been aligned with SBD4

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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:

1. 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)*

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 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			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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			
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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, 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

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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: _____

_____

_____

_____ (Postal code)_____

Postal Address: _____

_____

_____

_____(Postal code)_____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
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13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works & Infrastructure 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).*

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(*tick whichever is applicable*).

☒ The applicable preference point system for this tender is the **80/20** preference point system.

☐ The applicable preference point system for this tender is the **90/10** preference point system.

☐ Either the **90/10 or 80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 **Points for this tender shall be awarded for:**

1.3.1 Price; and

1.3.2 Specific Goals

1.4 **The maximum points for this tender are allocated as follows:**

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☒ 80/20	☐ 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 **Breakdown Allocation of Specific Goals Points**

☐ **1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☒ **1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or

			• Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51%	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	owned by black women (mandatory)		
4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
OR			
5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

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

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

☐ State Owned Company
[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

public works & infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: ***DBN25/01/04***

Name of Tenderer ..... ☐ **EME[1]** ☐ **QSE[2]** ☐ **Non EME/QSE (tick applicable box)**

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.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ 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

Tender no: ***DBN25/01/04***

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), 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

Name of representative	**Signature**	**Date**

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

SITE INSPECTION MEETING CERTIFICATE

Project Title	**NDPWI: CHATSWORTH BUILDING: PROVISION OF SECURITY SERVICES AND ACCESS CONTROL FOR A PERIOD OF 36 MONTHS (RUNNING ON MONTH-TO-MONTH)**		
Tender no	**DBN25/01/04**	**Reference**	**H6323/0155/26/1**
Site Meeting Date	**04 February 2025**	**Time : 11:00am**	
Closing Date	**19 February 2025**	**Closing Time : 11:00am**	

This is to certify that I,……

representing the company of

…… ……on the site visited

at……on the date……

I have made myself familiar with all local conditions likely to influence the work and cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in execution of this contract.

Name of Tenderer	**Signature**	**Date**

T. E. Phungula		
DPW Representative	**Signature**	**Date**

TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable option ..... Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no

Company/Close Corp. registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/ agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/ Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...

   As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7. **"Day"** means calendar day.

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

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

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

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

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

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

1.14. **"GCC"** means the General Conditions of Contract.

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

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

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

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

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

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

1.21. **"Purchaser"** means the organization purchasing the goods.

1.22. **"Republic"** means the Republic of South Africa.

1.23. **"SCC"** means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

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:

(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 count 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 pubic 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.

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.

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

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Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

THE FOLLOWING DOCUMENTS MUST BE PROVIDED IN A SEPARATE ENVELOPE FOR SECURITY SCREENING PURPOSE:

1. Certified copy of company registration(CIPRO)
2. Certified copy of tax clearance certificate. Tax clearance must be valid.
3. Certified copies of ids of company directors.
4. Fingerprints of directors.
5. Company profile.
6. PSIRA certificates for company directors (certified) and PSIRA certificate for a company, both new PSIRA certificates & certified. **NB** not old certificates.

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER: SECURITY SERVICES

TENDER NO: DBN25/01/04

PROVISION OF SECURITY SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS: CHATSWORTH BUILDING FOR A PERIOD OF 36 MONTHS (RUNNING ON MONTH TO MONTH BASIS).

SPECIFICATIONS AND SPECIAL CONDITION OF TENDER

1. SPECIAL AND SPECIFICATION OF TENDER /CONTRACT

1.1 Specifications
1.2 Operational Conditions

ITEM	DESCRIPTION		YES	NO	REMARKS
1.1.1	**Service required**				
	The rendering of a Security Service is for a period of 36 months (running on month to month basis) the following premises: CHATSWORTH BUILDING				

1.1.2.	**CHATSWORTH BUILDING**				
	Public Works –Durban				
	Item	***Number***			
	Security Officers – Grade C Dayshift:06 – 18:00	03			
	Security Officers – Grade C Nightshift 18:00 – 06:00	03			
1.1.7	**Total needed**	**06**			
	Day shift	**03**			
	Night shift	**03**			
	MOVABLE TOILET	01			
1.1.8	**Security aids**				
	Base radio's (to be programmed to contractors frequency)	One at the control centre			
	Portable hand held radio's with head speaker and earphone (to be programmed to contractors frequency)	For all Security Officers on duty			
	Batons for all security officers on duty	01 each			
	Hand-cuffs for all security officers on duty	01 each			
	Pocket book for each officer	01 each			

1.2 **Duration of contract**

1.2.1 The duration of the contract will be for a period of 36 months (running on month to month basis), commencing from the date the company begins with the security services on site.

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

1.3 **Special Conditions**

1.3.1 Tenderers shall provide to the Department of Public Works (NDPWI) the following information:

(i) Their regional Office.

(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 NDPWI.

(iv) The names identify 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 that all Managing Directors, Shareholders of the company and Supervisors and Security assigned to the site will be subjected to a positive pre-screening by the SSA before they can resume duties with the NDPWI.

(vii) A list of references with contact detailed and persons, of work done previously.

(viii) School / tertiary qualification of all Security Officers; with minimum Grade 12(standard 10).Supervisors must have undergone supervisory training, this must be included in their C.V (please attached C.V to support this)

(ix) Incase of new member or replacement a Security clearances of security personnel will be requested by NDPWI.

(x) Consent from the employer that they and their employees do not object to the signing Declaration of Secrecy.

(xi) The successful tenderer shall pay his/her employees at least the minimum monthly basic wage, as prescribed by law.

(xii) For purposes of this contract, use will be made of the relevant category Security Officer's, as defined in the order made in terms of Section 61A(2) of the Labour Relations Act, 1956, as published by Government Gazette No 20933 dated 25 February 2000 as amended.

(xiii) The Department reserves the right to terminate contract if SSA clearance is negative.

(xiv) Appointment will be subjected to positive SSA clearance

1.3.2 Prospective tenderer shall visit the site and attend the site meeting [date and place will be announced] in order to ascertain the extent of the service to be rendered. A compulsory site meeting will be held at NDPWI. **(NB)**Failure to attend site presentation the company is automatically disqualified.

2 SPECIFICATION

2.1 Detailed requirements

2.1.1 All security personnel, Directors and the Company itself shall be subjected to vetting

Item	Description	YES	NO	REMARKS
2.1.1.1	**General requirements for security personnel**			
	The following general requirements apply. At all times Security Officers must present an acceptable image and appearance which implies, ***inter alia,*** that they must not sit, lounge about, smoke, reading news papers, eat or drink while attending to people or at control points.			
2.1.1.2	No security personnel may be allowed to work a shift longer than (12) twelve hours.			
2.1.1.3	Supervisors and Security Officers must be physically and medically fit for the execution of their duties.			
2.1.14	The Department retains the right to ascertain from PSIRA as to whether the Company, Supervisors and Security Officers are in good standing with PSIRA			
2.2	**Uniforms and identification**			
	The contractor shall undertake to ensure that each member of his security personnel will at all times when on duty be fully equipped in respect of:; • 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. • For Security Officers performing duties at duty point's specific identification is required and, • 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			
Item	**Description**			
2.2.3	**Security Aids**			
	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; • Baton • Handcuffs • Whistle • Pen • Torch (whilst on night shift) • Radio • Pocket book			
2.2.4	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			
2.2.5	**Registers to be utilized and maintained**			
	The contractor must ensure that the Occurrence Register and Access Control Register/Forms, which are available on the site, be utilized and maintained as required:			
2.2.6	**Occurrence Register –** Purpose: 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 later 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.			
	• The issue and/or receipt of keys, indicating the time and by whom they were received and/or delivered.			
	• The unlocking/locking of doors/gates, indicating the time and by who locked/unlocked.			
	• The handling 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.			
	• 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.			
	• Visits by Management to security points, and entries by Supervisors must be done in red ink.			
	• 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 fluit or totally deleted. It shall only be crossed out by a single line and initiated at the side.			
2.2.7	**Shift Rosters** – Purpose: 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 security personnel must be drawn up by the contractor and kept on site where the service is rendered. • 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.			
	Duty sheet – Purpose: 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 contractor must have a fully expounded duty sheet available at each duty point of the site.			
2.2.8	**Two-way radios** – Purpose: 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 contractors control room. • **Base radio**: The base radio is to be installed by the contractor at a static duty point for better communication between the site and the contractors control room. • **Hand held radios**: 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.			
2.2.9	**Guard monitoring system** – Purpose: The purpose of the guard monitoring system is to ensure that the site is patrolled /inspected according to instructions and any deviation is immediately reported to supervisors and addressed accordingly.			

	• The guard monitoring points as identified by the Department must be visited as required.			
2.2.11	**Contact with Departmental Representative**			
	The Supervisor must immediately report any abnormal and or noteworthy incident to the Departmental Representative who in turn will inform Top Management. • A meeting, where formal discussions can be held between the Departmental Representative and Contractors Supervisor or Contractor himself/herself, must be held at least once a month. Minutes of the meeting must be kept by the Department • The contractors shall furnish a monthly and quarterly report of the security service, incidents, etc, which transpired in the previous month to the Department of Public Works Security Manager.			
2.2.12	**Lost articles**			
	Definition: Lost articles that are found at the site and of which the ownership could not immediately be established. • All lost articles must immediately be handed in at the security control room on the site for safekeeping and recorded in the occurrence register. Thereafter it must be handed to the Departmental Representative.			
2.2.13	**Deliveries during office hours**			
	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.			
2.214	**Labour unrest incidents**			
	Definition: When officials of the Department on site or security personnel engage in illicit personnel practices such as strikes, unrest and intimidation. • 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			

	contractor, the parties must come to an agreement on methods to ensure continuation of the security service.			
2.2.15	**Inspections**			
	A thorough inspection of the service shall be performed by Departmental officials as well as the contractor himself/herself at least every (3) three months.			
	The Department retains the right to inspect the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.			
	The Department retains the right to require from the contractor, 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.			
	NOTE: The Department's representative will have the right to daily check whether sufficient personnel are available at the site in terms of the conditions.			
	All security personnel shortages must be noted in the occurrence register and on the duty list.			
2.2.16	**General**			
	The contractor's personnel must at all time refrain from littering and keep the grounds/ building/work area occupied by them clean, hygienic and neat.			
	Under no circumstances will any security personnel be allowed to trade on the premises.			
	The contractor 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 contractor shall nor publicly display at any site any article or object which might be regarded as objectionable or undesirable.			
	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 contractor shall be held responsible for the costs of such removal.			
2.2.17	**Duties of Security Officers**			
	To act as an authorized official in terms of the			

	Control off Access to Public Premises and Vehicles Act, (Act 53 of 1985),			
	To perform access control duties as prescribed, patrol premises, and execute functions required by the Departmental shift supervisors (including the safeguarding of personnel, property and information).			
	To record events/incidents in the prescribed occurrence register and report it to the shift supervisor and contractor.			
2.2.18	**Additional requirements**			
	Security Officers must be inspected/ visited once per day (weekends and public holidays included) and twice per night shift by the supervisor.			
	A direct line of communication must be established between the security control room and the control room of the contractor.			
	The contract is for a period of (3) three years and the Department reserves the right to terminate the contract at any state with (1) one month written notice if NDPWI feels that the services are rendered unsatisfactorily. This will be done in line of NDPWI.			
2.2.19	**Administration responsiveness**			
	• Submission of all documents as per administrative responsiveness criteria • The use of correctional fluid (T-ppex) is strictly prohibited.			

3. RESPONSIBILITIES

3.1 Responsibility of Contractor

(a) The Company is expected to provide NDPWI with a Supervisor on site at all times during the office hours.

(b) The contractor must provide adequate security personnel as required by Public Works for the successful rendering of security service on 24 hours, 7 days a week basis throughout the contract.

(c) Security Officers assigned to the NDPWI site can only be changed with the consent of the Public Works 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/ poor performance of security duties.

(d) The company should be able to provide NDPWI with additional Security Officers on request and in case of emergency.

(e) Shortages of security personnel should be recorded in the occurrence book by the supervisor. NDPWI shall also keep their own record with regard to shortages of Security Officers.

(f) The tenderer should provide NDPWI with well-trained supervisors.

(g) Supervisors should possess a Grade 12 [Standard 10] certificate and have formal training.

(h) Supervisors should have at least grade C.

(i) The tenderer should provide at least three supervisors.

(j) Provide Three (03) Security Officers during the day including supervisor.

(k) Provide Three (03) Security Officers during night shift including supervisor.

(l) Security Officers should at least have grade C.

(m) They must supply declaration forms

(n) Transport for monitoring and inspecting purposes of all sites mentioned in contractor must be provided.

3.2 **Responsibility of NDPWI**

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. The department will pay the contractor within 30 days after the service has been rendered and the contractor providing an ORIGINAL (colour) invoice within 5 days of service delivery.

3.3 **Duties of the Service Provider**

(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) Advise Public Works Security Manager on any security breaches.

(g) Investigate any security breaches committed by his Security Officers and update Public Works accordingly.

(h) Make initiatives to the improvement of security in general.

(i) Liaise with Head of physical security and where applicable, with Security Officers on duty.

(j) Conduct parade with security personnel prior to assumption of duty/ delegate this task to Supervisor.

(k) Ensure that registers are clean, neat and up to date at all times.

(l) Ensure that Security Guards are always in their corporate uniform and display their PSIRA registration cards.

(m) Hold – Weekly meetings with his/her supervisors on site.

-Fortnightly meetings with Public Works Admin Officer, Security Manager.

(n) 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.

(o) Ensure that all security staff understands the principle of Batho Pele and apply it at reception desk.

(p) Monitor and advise security staff on duty at the ground floor reception areas from interpersonal and public perspectives and brief the Security Manager: Security Service accordingly.

Supervisor will be expected to be able to administer first-aid assistants to patients while on the premises of Public Works and obtain further assistant as and when it required.

3.4 **Supervisors**

(a) Take overall responsibility of the shift.

(b) Ensure that Security Guards posted accordingly.

(c) Ensure that the each site is covered, if not report to the control room immediately.

(d) Report any security breaches to Public Works Security Manager or 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 Public Works Security Officers / Security manager.

3.5 **Security Guards 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 guards 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 Public Works.

(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.

4. CODE OF ETHICS AND RESTRICTIONS OF SECURITY PERSONNEL

Security guards 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 30 November 2001 in the Government Gazette no. 22873.

Security guards must be visited at least **once** per day (weekends and public holidays included) and **twice per** night their Service provider.

Public Works will have the option to request the successful tenderer to replace any Security Officer, whom they found not suitable for the site.

5. UNIFORMS AND IDENTIFICATION

5.1 No combat uniform will be allowed.

5.2 Security guards shall report on duty in time requested by Public Works.

5.3 Security guards found guilty of any offences shall be removed from site immediately and deleted from the system e.g. biometrics system.

5.4 Security guards should avoid any conflicts with the staff members or members of public.

5.5 Security guards shall report any lost or found articles to supervisors.

5.6 Any Security found under influence of any intoxicating substances will not be allowed on site.

5.7 The contractor will be held liable for any damage or loss suffered by the State, as a result of the contractor's own or his employees' negligence or intent, which originated on the site.

5.8 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's sites, in cases where the loss originated as a result of negligence or intent on the part of the State.

5.9 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 frisking, illicit arrests and other illicit or wrongful deeds. The contractor shall be notified in writing of the particulars of each claim he is liable for.

5.10 The contractor must, at his own expense, take out sufficient insurance against any claim, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.

5.11 A copy of such insurance contract shall be handed to the departmental representative on commencement of the service.

5.12 The contractor may not, unless otherwise specified, make use of any of the state's equipment, aids and/or property, for purposes of compliance with the conditions, which equipment, aid and/or property include, *inter alia,* vehicles, stationery, firearms, rooms and furniture.

5.13 Water and electricity required for the rendering of the service by the contractor shall be provided free of charge by the State.

5.14 The contractor is responsible for the training of is personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site.

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

5.16 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.

5.17 Under no circumstances are security personnel allowed to carry on any trading (selling sweets, loose draws etc.) within Public Works buildings.

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

5.19 The contractor shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable.

5.20 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 the contractor shall be penalized.

5.21 The company must ensure all security guards have their company access card.

6. OTHER SECURITY REGISTERS

Apart from the occurrence book mentioned above the following registers shall be utilized by the Security guards in rendering service at all Public Works buildings.

6.1 Visitors register

Purpose: 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 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.

6.2 Pocket book

Purpose: 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, referring to the following:

1. Reporting on and off duty.

2. Time the event occurred.

3. Extent of occurrence or event.

4. Any serious event taking place during the execution of the duty, Security Officer should record it in the pocket.

5. 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.

6. The pocket book also helps Security Officer with his/her performance evaluation.

6.3 **Staff after hours register 18H00-06H00**

1. 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.

2. All personnel leaving the building after hours should complete the after hours register.

3. 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 them selves.

6.4 **Information register**

1. 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.

2. 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.

3. Each entry should have serial number, date, time and the name of the officer who made the entry.

6.5 **After hour Mail receipt register**

1. The register record all the mails received by the Security Officers on duty. Normally the mails will be received from other departments and companies.

2. When a postal article is delivered, the security on duty should ensure that it is addressed to Public Works. 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.

3. The article should go-through the X-ray machine to determine whether it is safe or not.

4. Enter all the details in the register.

5. 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.

6.6 **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.

1. 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.

2. 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.

6.7 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:

1. To determine whether the driver has the authority to drive the vehicle.

2. To prevent the theft of vehicles and the tools a copy of the trip authorization must be kept by security.

3. To ensure that the vehicles are used for official purposes only.

4. To verify particulars and ensure correctness of the trip authorization.

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

7. COMPULSORY INSPECTION

The Department of Public Works shall have the prerogative to conduct inspection on the services rendered by the contractor:

1. Inspect the equipment provided by Public Works.

2. Inspect the equipment provided by the contractor.

3. Records of any Security Shortage on the side.

4. The right to dismiss the Security Officer or Supervisor on-site inspection or service shall be conducted by the Public Works Security Manager as well as his/her immediate officers at any time they find it be appropriate to do so.

5. The Department of Public Works reserves the right to conduct inspection for the services rendered by the contractor 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.

6. The Department of Public Works reserves the right to require from the contractor 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.

8. **TENDERERS SHOULD PROVIDE THE EMPLOYER WITH THE SATISFACTORY PROOF OF THE FOLLOWING REGISTRATION CERTIFICATE BEFORE THE TENDER CAN BE CONSIDERED:**

Registration as employer with the Compensation Commissioner,

South African Receiver of Revenue and

Unemployment Insurance Commissioner.

Registration with the Security Officers Board.

Only applications for price adjustment in accordance with PSIRA

9. TERMINATION OF SERVICE

1. The stipulations of the General Conditions and procedure apply in particular to cases of failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered e.g. they must comply with PSIRA.

2. Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the agency of the Department.

3. Should the contractor alienate his rights and liabilities in terms of this contract, he/she should notify NDPW immediately so that the necessary steps for the cession of the contract can be taken.

4. The Department further reserves the right to early termination of services of the contractor, in the event of misconduct by any one of their employees (which may or may not be construed as a breach of the contract), incompatibility or operational requirement.

    - The Department at any given time may need to move the security services to other state building if needs arise, the department may request additional security guards at any given time if needs arise (in line with the quoted amount on page 26 of the BOQ).

5. **The Department has taken the insourcing model route and this model will run in phase's format. The contract will decrease in way of making for insourcing. This will decrease the value of contractor both financially and in terms of human capital. After phase 2 has kick in Contractor will be responsible for Night shift, weekends and Public holidays.**

Bidders must provide their Companies Profiles to meet with all the risk assessment indicated below.

Bids will be evaluated on a price, functionality and preference point's basis.

PSIRA Act no 56 of 2001 (Financial Capabilities):
Bidders failing to comply with PSIRA Act in accordance to Minimum Sectorial Determination Pricing Structure will be disqualified.

Methodology

The detailed methodology plan should indicate the strategy, the company will apply in challenges which can be experienced in the site (CHATSWORTH BUILDING).The Methodology should indicate how secure the buildings, taking into account the site challenges.

COMPANY WILL BE HELD RESPONSIBLE FOR ANY LOSS OF PROPERTY WITHIN THE PREMISES, AS RESULTS OF NEGLIGENCE ON THE PART OF ANY OF THEIR EMPLOYEES /ASSOCIATION.

Experience

Minimum of five (5) years experience in large size institutions.This should be supported by the references from such institutions. Detailed C.V of Security Guard must accompanied the tender documentation.
Appionting the creadible and experience Security Guard with the following requirements:

1. Five (5) years expirance
2. Grade C
3. Basic Fire Course

Resources

Well established control room in accordance to PSIRA specifications and standards i.e. base radio, fax, landline, uninterrupted power supply system (UPS). The company must respond to emergency within 20 minutes. (Proximity of 0-50 km) It is therefore advisable that the company be based or has a control room in Durban area.

Contingency and Supervision

Company must have a contingency plan they will put in place in case of breach of security. An indication of the company capacity to handle the project must be indicated during the period of the contract and how supervision will be carried out during the course of the contract.

NB: USE INK, PREFERABLY BLACK, TO FILL IN THESE FORMS

CLOSING DATE: 19 February 2025 **BID NO DBN25/01/04**

NAME OF BIDDER: _____

VALIDITY: 84 DAYS

ITEM NO **DESCRIPTION** **BID PRICE IN RSA CURRENCY MUST INCLUDE VALUE ADDED TAX**

Rendering of Security services for the National Department of Public Works and Infrastructure: Chatsworth building for the period of 36 months (running on month-to-month basis): Durban

CHATSWORTH BUILDING

Night Shift /**Public Holidays/Weekends** **Price Per month**

Item

03 Day Shift Security guards Grade C

R---------- per security guard

TOTAL for Grade C's R.....

03 Night Shift Security guards Grade C R.....

R---------- per security guard

Total for Grade C's R.....

TOTAL for **06** security guards Grade C: R .....

SUB TOTAL PRICE OF SECURITY OFFICERS/GUARDS R ----------
Per month

EQUIPMENT

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY MUST INCLUDE VALUE ADDED TAX
Number	Item	
1	Base Radio	R ..... per month
06	Portable radio's	R ..... per month
06	Batons	R ..... per month
06	Hand cuffs	R ..... per month
01	Movable toile	R..... per month
SUB-TOTAL PRICE OF EQUIPMENT		**R .....Per month**

TOTAL PRICE FOR SECURITY OFFICERS/GUARDS and EQUIPMENT

R ..... Per month

GRAND TOTAL PRICE FOR 36 MONTHS for Security Officers/ Guards and Equipment to be priced and signed below and also to be carried over to Invitation to Bid form i.e.: PA 32 as the binding offer for the duration of contract

Total (in words):	....
Total (in figures):	**R .....Incl. Vat**

Name of Bidder ..... Sign. ..... Date .....

ADDITIONAL SECURITY OFFICERS

ITEM NO	DESRIPTION	BID PRICE IN RSA CURRENCY MUST INCLUDE VALUE ADDED TAX

1.1 In the case additional security officers or equipment are required during
contract period or the service are exfoliated, unit price must be tendered in the following items:

Security guards Grade C monthly	R ..... per
Base radio monthly	R ..... per
Portable radio monthly	R ..... per
Batons monthly	R ..... per
Hand cuffs Monthly	R ..... per
Movable toilet Monthly	R..... per

Is offer strictly to specification? * YES/NO

Is price firm? * YES/NO

Note: * Delete whichever is not applicable.

Any enquiries regarding technical enquiries may be directed to :(during working hours only and strictly document related matters)

Physical and Security Manager
Mr. T E Phungula
Tel (031) 3147026 or
Cell 076 6946426