



# public works

Department:  
Public Works  
**REPUBLIC OF SOUTH AFRICA**

**TENDER NO: PT22-013**

## **TENDER DOCUMENT**

<b>PROJECT TITLE</b>	<b>RENDERING OF SECURITY GUARDING SERVICES AT THABA TSHWANE SEWERAGE PLANT, GOLF COURSE AND RADIO UIT KYK FOR A PERIOD OF 24 MONTHS</b>
<b>COMPULSORY SITE BRIEFING</b>	<b>MINAAR WORKSHOP 115 MINAAR STREET PRETORIA ON THE 15 DECEMBER 2022 @ 09:00AM</b>
<b>CLOSING DATE</b>	<b>30 JANUARY 2022</b>
<b>CLOSING TIME</b>	<b>11:00AM</b>
<b>TECHNICAL ENQUIRIES</b>	<b>MR.THOMAS MAILA 012 310 5181/083 326 0585</b>
<b>BID RELATED ENQUIRIES</b>	<b>MR. SEKWATI MOLEPO 012 492 1467</b>
<b>TENDER DOCUMENT</b>	<b>DOCUMENTS WILL BE SOLD AT A NON-REFUNDABLE DEPOSIT OF R300.00 CASH PER SET OR CAN BE DOWNLOADED ON DEPARTMENTAL WEBSITE AND ETENDER PORTAL, <a href="http://www.dpw.gov.za">www.dpw.gov.za</a> or <a href="http://www.etenders.gov.za">www.etenders.gov.za</a></b>
<b>TENDERS SHOULD BE IN A SEALED ENVELOPED CLEARLY INDICATING TENDER NUMBER AND CLOSING DATE, SHOULD BE DEPOSITED IN THE BOX MARKED TENDER AT THE FOYER OF ROOM G014 ON OR BEFORE CLOSING DATE AND TIME, TENDER OFFICE GROUND FLOOR 251 NANA SITA STREET, AVN BUILDING.</b>	

**NAME OF BIDDER.....**

**ISSUED BY:**

THE DIRECTOR-GENERAL  
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
PRIVATE BAG X 229  
PRETORIA  
0001

## DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE

**Tender no:** PT22-013

**OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:  
**RENDERING OF SECURITY GUARDING SERVICES AT THABA TSHWANE SEWERAGE PLANT, GOLF COURSE AND RADIO UIT KYK FOR A PERIOD OF 24 MONTHS**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and responsibilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies ) IS:**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	<b>R</b>

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)**

Company or Close Corporation: ..... ..... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: ..... CSD supplier number: .....	<b>OR</b>	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number: .....
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**AND WHO IS (if applicable):**

Trading under the name and style of: .....

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b> <b>A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>
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**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**Tender no:** PT22-013

**WITNESSED BY:**

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents .....
- The official alternative .....
- Own alternative (only if documentation makes provision therefore)

**(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)**

**SECURITY OFFERED:**

The Service Provider will provide one of the following forms of security:

- (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes  No
- (3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes  No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. ....

Fax No .....

Postal address .....

Banker ..... Branch.....

Bank Account No. .... Branch Code .....

Registration No of Tenderer at Department of Labour .....

**ACCEPTANCE**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

**Tender no:** PT22-013

**The terms of the contract, are contained in:**

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

**Tender no:** PT22-013

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF Rendering of Security Guarding Services at Thaba Tshwane Sewerage Plant, Golf Course and Radio Uit Kyk for a period of 24 months

<b>Project title:</b>	Rendering of Security Guarding Services at Thaba Tshwane Sewerage Plant, Golf Course and Radio Uit Kyk for a period of 24 months		
<b>Bid no:</b>	PT 22-013		
<b>Advertising date:</b>	07/12/2022	<b>Closing date:</b>	30/01/2023
<b>Closing time:</b>	11H00	<b>Validity period:</b>	60 days

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

1.	<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
2.	<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
3.	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
4.	<input type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
5.	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
6.	<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
7.	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
8.	<input checked="" type="checkbox"/>	Submission of DPW 09; Particulars of tender projects. Compulsory attendance of site briefing meeting and attach DPW16.
9.	<input checked="" type="checkbox"/>	Submission of Original or certified letters of good standing in respect of UIF and COIDA from the Department of Labour that is attested to by the Commissioner of Oath that is not older than 6 months at the closing date of the tender
10.	<input checked="" type="checkbox"/>	The Bidder will required to submit fully completed and signed bill of quantities provided by DPWI. Submission of (DPW-07); Form of offer and acceptance fully completed and signed
11.	<input checked="" type="checkbox"/>	Submission of original certified copy of company's PSIRA certificate and Original certified copy of company's PSIRA letter of good standing not older than 06 months at closing date of the tender. Bidder to submit a valid, original certified B-BBEE certificate accredited by SANAS, DTI or sworn affidavit attested by the Commissioner of Oath that is not 6 months at the closing date of the tender Incase of s joint venture, bidders must submit original or originally certified consolidated BBBEE Certificate accredited by SANAS, DTI or sworn affidavit that is originally attested by the Commissioner of Oath that is not older than 6 months at the closing date of the tender

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

1	<input checked="" type="checkbox"/>	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	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
4	<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
5	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.

6	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
7	<input checked="" type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
8	<input checked="" type="checkbox"/>	Certified ID copies of company director(s) that is attested by Commissioner of Oath that is not older than 06 months at the closing date of the tender
9	<input checked="" type="checkbox"/>	in case of a joint venture, bidders must separate PA-11
10	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
11	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
12	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>

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

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

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

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

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

Minimum functionality score to qualify for further evaluation:	50
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Functionality criteria:	Weighting factor:
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<p><b>1.1 PREVIOUS EXPERIENCE AND REFERENCES</b></p> <p>Bidders must attach reference and appointment letters for security services projects of similar scope of work to the value of R 3 Million and above. Reference and appointment letters should be client letterhead with traceable contact details.</p> <p>5 reference letters and appointment letters of projects rendered for similar scope of work of R 3 Million per project = 5 points  4 reference letters and appointment letters of projects rendered for similar scope of work of R 3 Million per project = 4 points  3 reference letters and appointment letters of projects rendered for similar scope of work of R 3 Million per project = 3 points  2 reference letters and appointment letters of projects rendered for similar scope of work of R 3 Million per project = 2 points  1 reference letter and appointment letter of project rendered for similar scope of work of R 3 Million per project = 1 point</p> <p>Non submission any of the above = 0 points</p>	<p>30%</p>
<p><b>2. Human Resource</b></p> <p>Human Resources must consist of 1 Projects Manager, 2 Supervisors and 27 Security Officers with certified relevant qualifications and experience. Certification of qualifications or/ certificates should not be older than 6 months at the closing date of the tender. Please provide PSIRA accreditation for all key staff.</p> <p>Attach Project Specific Organogram</p> <p>Key Staff Qualifications: Attach diploma/degree, certificates and PSIRA Accreditation</p> <p>1 x Projects Manager: Attach CV with a minimum of 5 years relevant experience in security services as a project manager, originally certified copy of ID not older than 6 months at the closing of the tender. Three years Diploma/ degree or Higher in Security Management and grade A PSIRA Certificate.</p> <p>2 x Supervisor: Attach CV's with a minimum of 3 years relevant experience in security services as a supervisor, original certified copy of ID not older than 6 months at the closing date of the tender. Grade B PSIRA certificate</p> <p>27 x Security Officers: Attach CV's and Grade C PSIRA certificate</p> <p>Submission of all items above = 05 points</p> <p>Non submission of any of the above = 0points</p>	<p>30%</p>



<p><b>3. Provision of Security Equipments</b></p> <p>1. The bidder should attach a list of equipments dedicated to execution of the project signed by authorised company representative or a signed written commitment by the bidder to hire on a letterhead of the company.</p> <p>Proof of 1 x vehicle ownership by the owner or the company or commitment letter to hire from a rental company. Certified copies not older than 6 months at closing of the tender.</p> <p>9-hand radios 1-base radio 9-hand cuffs 9-torches 9-whistle 9-baton sticks</p> <p>Submission of the above items = 05 Points Non submission of the above = 0 Points</p>	<p>30%</p>
<p><b>4. PEP (Project Execution Plan)</b></p> <p>Identify Project Deliverables and Activities through: Contingency Plan Emergency Reaction Plan</p> <p>Comprehensive Plan Covering all the above listed =05 Points Incomplete Plan not covering all the above listed = 0 Points</p>	<p>10%</p>
<p><b>Total</b></p>	<p><b>100 Points</b></p>

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

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

- The points scored by a tenderer in respect of the level of BBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.

- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

**COLLECTION OF BID DOCUMENTS:**

- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address 251 Nana Sita Street, AVN Building, Pretoria, 0001. A non-refundable bid deposit of R 300 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 115 Minaar Street on 15/12/2022 starting at 09:00am. Venue Minaar Workshop, Pretoria Central. *(if applicable)*

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

<b>DPW Project Leader:</b>	Thomas Maila	<b>Telephone no:</b>	012 310 5181
<b>Cell no:</b>	083 326 0585	<b>Fax no:</b>	
<b>E-mail:</b>	maropeng.maila@dpw.gov.za		

**DEPOSIT / RETURN OF BID DOCUMENTS:**


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

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

All tenders must be submitted on the official forms –

<p><b>BID DOCUMENTS MAY BE POSTED TO:</b></p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 229 PRETORIA 0001</p> <p>ATTENTION: <b>PROCUREMENT SECTION: ROOM</b> RECEPTION IN THE GROUND FLOOR</p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p><b>DEPOSITED IN THE TENDER BOX AT:</b></p> <p>251 NANA SITA AVN BUILDING PRETORIA GROUND FLOOR RECEPTION</p>
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**COMPILED BY:**

Sekwati Molepo		SCM	30 NOVEMBER 2022
Name of Project Leader	Signature	Capacity	Date

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

<b>Project title:</b>	RENDERING OF SECURITY GUARDING SERVICES AT THABA TSHWANE SEWERAGE PLANT, GOLF COURSE AND RADIO UIT KYK FOR A PERIOD OF 24 MONTHS	
<b>Tender / quotation no:</b>	PT 22-013	<b>Closing date:</b> 30 January 2023
<b>Advertising date:</b>	07 DECEMBER 2022	<b>Validity period:</b> 60 days

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

#### 1.1. Current projects

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

Tender no: **PT22-013**

**1.2. Completed projects**

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

Name of Tenderer	Signature
	Date

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

<b>Project title:</b>	RENDERING OF SECURITY GUARDING SERVICES AT THABA TSHWANE SEWERAGE PLANT , GOLF COURSE AND RADIO UIT KYK FOR A PERIOD OF 24 MONTHS		
<b>Project Leader:</b>	T.MAILA	<b>Bid / Quote no:</b>	PT22-013

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

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

Bid Document Name:	Number of Pages:	Returnable document:
DPW-07 FM	Pages	<input type="checkbox"/>
PA-04	Pages	<input type="checkbox"/>
DPW-09 is it fully completed with all the forms listed	Pages	<input type="checkbox"/>
DPW-09 particulars of tenderer's projects	Pages	<input type="checkbox"/>
PA-10	Pages	<input type="checkbox"/>
PA-15.1	Pages	<input type="checkbox"/>
PA-15.2	Pages	<input type="checkbox"/>
PA-15.3	Pages	<input type="checkbox"/>
PA-11	Pages	<input type="checkbox"/>
PA-16	Pages	<input type="checkbox"/>
PA-29	Pages	<input type="checkbox"/>
PA-40	Pages	<input type="checkbox"/>
A 24 MONTHS TERM CONTRACT SPECIFICATION PAGE 1 TO 28	Pages	<input type="checkbox"/>
BILL OF QUANTITY	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
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Name of Bidder	Signature	Date





## 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
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10. Delivery and documents
11. Insurance
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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](http://www.treasury.gov.za)

## 4. Standards

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

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

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



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

#### **24. Anti-dumping and countervailing duties and rights**

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

## 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 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



## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

**RESOLVED that:**

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

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

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

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

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

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

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

	Name	Capacity	Signature
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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
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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:**

- \* Delete which is not applicable.*
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- 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).*
- 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).*
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

**ENTERPRISE STAMP**

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

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

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

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

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

### **RESOLVED that:**

#### **RESOLVED that:**

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

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

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

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

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			
4			
5			
6			
7			
8			
9			
10			
11			
12			
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).

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

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

Project title:	<i>Insert project description</i>		
Bid no:		Reference no:	

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

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

--

2. Any legal person, including persons employed by the State<sup>1</sup>; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

3.2 Identity number:.....

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

3.4 Company Registration Number: .....

3.5 Tax Reference umber:.....

3.6 VAT Registration Number: .....

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.



<sup>1</sup> "State" means –

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

<sup>2</sup> "Shareholder" means –

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

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

3.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

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

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the

evaluation and or adjudication of this bid?  YES  NO

3.10.1 If so, furnish particulars.

.....  
.....

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

YES  NO

3.11.1 If so, furnish particulars:

.....  
.....

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

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

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

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

5.3	<p><i>Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</i></p> <p><b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	<p><i>If so, furnish particulars:</i></p>		
5.5	<p><i>Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	<p><i>If so, furnish particulars:</i></p>		
5.7	<p><i>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	<p><i>If so, furnish particulars:</i></p>		

**6. CERTIFICATION**

I the undersigned (full name) \_\_\_\_\_ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2.

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3. Points for this bid shall be awarded for:

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

1.4. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - 1) B-BBEE Status level  
certificate issued by an authorized body or person;
  - 2) A sworn affidavit as  
prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other  
requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**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**

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

Where

**P<sub>s</sub>** = Points scored for price of bid under consideration

**P<sub>t</sub>** = Price of bid under consideration

**P<sub>min</sub>** = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

1.1. B-BBEE Status Level of Contributor: \_\_\_\_\_ = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

1.1. Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

1.1. Name of company/firm:.....

1.2. VAT registration number:.....

1.3. Company registration number:.....

**1.4. TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**1.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....  
.....

**1.6. COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

1.7. Total number of years the company/firm has been in business:.....

1.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

.....



## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:			
Bid no:		Reference no:	

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

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

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position

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

Name of Tenderer .....  EME<sup>1</sup>  QSE<sup>2</sup>  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 / under developed area/township	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

<sup>1</sup> EME: Exempted Micro Enterprise  
<sup>2</sup> QSE: Qualifying Small Business Enterprise

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

**2. DECLARATION:**

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

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

**Signed by the Tenderer**

Name of representative	Signature	Date



public works  
& infrastructure

---

**Department:**  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

# **TENDER: SECURITY SERVICES**

**BID NO:PT22/013**

**SITE MEETING DATE: 15 DECEMBER 2022**

**TIME: 09H00am**

**VENUE:N0 115 MINAAR STREET WORKSHOP(CORNER  
BOSMAN & MINAAR)**

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**CLOSING DATE:30 JANUARY 2023**

**TIME: 11H00**

**RENDERING OF SECURITY SERVICES FOR THE  
DEPARTMENT OF PUBLIC WORKS AT THABA**

# **TSHWANE SEWERAGE, GOLF COURSE & RADIO UITKYK FOR A PERIOD OF 24 MONTHS.**

ENQUIRIES: THOMAS MAILA ON: 012 310 5181/ 083 326 0585

## **1. DURATION AND CONDITIONS OF THE TENDER**

### **Duration**

- (a) The duration of the contract will be for a period of 24 months, commencing from the date the company begins with the security services on site. The contract will be reviewed every quarter
- (b) The successful tenderer shall be obliged to sign a Service Level Agreement (SLA) immediately after the tender is awarded.

## **2.1 CONDITIONS**

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

- (i) Their regional and headquarters,
- (ii) Names, addresses and telephone numbers of their banks or other financial institutions that manage their finances and the names of a contract persons at each financial institution;
- (iii) Consent that the financial institutions may answer the company financial enquiries and supply statements on request by DPWI;
- (iv) The names, 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) In cases where a person, partnership, closed corporation, company or any other undertaking, enter business for the first time, the following information should be provided to DPWI



- Names of the persons or institutions that will help in cases of financial crises;
  - Names of the persons or institutions that helped with calculation of this tender;
- (vii) Consent that all Managing Directors, Shareholders of the company and Site Managers, Supervisors and Security assigned to the site will be subjected to a positive pre-screening by the National Intelligence Agency (NIA) before they can resume duties with the Department of Public Works and Infrastructure;
- (viii) A list of references;
- (ix) School / tertiary qualification of all Security Officers; with minimum Grade 12;
- (x) Security clearances of security personnel when requested by DPW; and
- (xi) Consent of their employees that they do not object signing a Declaration of Secrecy.

2.2 Prospective tenderer shall visit the site in order to ascertain the extent of the service to be rendered. A compulsory site meeting will be held at **N0:115 Minaar Street(Corner Bosman & Minaar Street)**

2.3 Operational Conditions

**SPECIFICATION**

ITEM NO	DESCRIPTION		YES	NO	REMARKS
2.2.1	<b>Service required</b>				
	The rendering of a Guarding Service for a period of 24 months on the following premises: <b>Thabatshwane Sewerage Plant, Thabatshwane Golf Course Plant and Radio Uit kyk (24/7)</b>				
	Security Officers – Grade C Dayshift:06 – 18:00	09			
	Security Officers – Grade C Nightshift 18:00 – 06:00	09			

	<b>Supervisors</b>				
	Grade B – Dayshift	1			
	Grade B – Nightshift	1			
	<b>TOTAL</b>	<b>20</b>			
<b>2.2.2</b>	<b>Security aids</b>				
	Base radio's (to be programmed to contractors frequency)				
	Portable hand held radio's with head speaker and earphone (to be programmed to DT's frequency)	For all security Officers			
	Batons	For all Security Officers			
	Hand-cuffs	For all Security Officers			

#### Detailed requirements

Item	Description	YES	NO	REMARKS
2.3.1	<b>Security Officers Board Registration</b>			
	The company must be registered in terms of the Private Security Industry Regulations Act (Act 56 of 2001). As proof thereof, a copy of registration must be attached with the tender (PSIRA letter of good standing to be attached as well)			
	All Security Officers that the tenderer supplies to render the service must be registered as Security Officers in terms of the Private Security Industry Regulatory Act (Act 56 of 2001).			
	A copy of the registration certificates in respect of all the Security Officers and the company must be supplied to Director: Security Management: Department of Public Works			
2.3.2	<b>Security Officers</b>			
	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.			
<b>Item</b>	<b>Description</b>	<b>YES</b>	<b>NO</b>	<b>REMARKS</b>
	The tenderer shall, in order to ensure the continuity of the service to be rendered, allocate specific personnel to the specific sites			
	Change of any security personnel may only be executed with prior consent of the Regional Head of Security Management Services			
<b>2.3.3</b>	<b>Security Officers' Training</b>			
	Security Officers supplied to render the service, must be trained in accordance to the standard set by PSIRA, and trained in a PSIRA accredited centre. The Security Officers must understand and be able to implement the Control of Access to Public Premises and Vehicle Act No. 53 of 1985.			
<b>2.3.4</b>	<b>Supervision of Emergency Assistance</b>			
	The tenderer must have a well established and equipped (24) hour security control room.			
	Tenderers must furnish details of equipment etc. that is available in the security control room.			
	Tenderers must have a Contract Manager who will be reachable within twenty (24 hours) – basis			
<b>2.3.5</b>	<b>Minimum wages</b>			
	The successful tenderer shall pay his/her employees at least the minimum monthly basic wage, as prescribed by law. (as well as the over-times related)			
<b>2.3.6</b>	<b>Assumption of duty</b>			
	Tenderers must be in a position to assume duty within (2) two weeks after acceptances of the tender.			

<b>Item</b>	<b>Description</b>	<b>YES</b>	<b>NO</b>	<b>REMARKS</b>
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2.3.7	<b>Provision of personnel in crisis situation</b>			
	Tenderers must undertake to provide certain and reasonable number of staff as required for the rendering of service at the site during crisis and unrests situations			
2.3.8	<b>Security Service</b>			
	The norm/quality of the service to be rendered must be in accordance with the acceptable standard of the trade concerned.			
	It is responsibility of the contractor to see that personnel in his service and especially those employed for the rendering of this service, meet the requirements at all times.			
	All possible steps shall be taken by the contractor to ensure that the contract, intended execution of this agreement will take place. These steps include, inter alia, the following: A) The protection of State officials, visitors from injuries, death or any other offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977); B) The protection of State property at the intended sites and the protection of said property against theft and vandalism; C) The protection of Information; and D) The protection of the business process of the Department against any Interruption. E) Prevention of any illegal and unauthorized activity within the premises of the DPW.			
2.3.9	<b>Security personnel</b>			
	<b>Security Officers must be schooled to at least Senior Certificate Level.</b>			
	<b>The Contract Manager and supervisors must have undergone supervisory training</b>			

	Security Officers must not be younger than 18 years of age.			
	The Security Officers supplied to render the service, must at least have had (2) two years security experience.			
<b>Item</b>	<b>Description</b>	<b>YES</b>	<b>NO</b>	<b>REMARKS</b>
	The Department holds the rights to screen (and or interview) the Security Officers supplied to render the service within (7) seven days after commencement of the service and verbally request an immediate replacement should the Security Officer not meet the criteria of perform to the accepted standard.			
	The tenderer must submit a recent SAPS Criminal Record Centre record clearance certificate, (at his/her own expense) to the Department of Public Works Regional Office Security Manager, in respect of all personnel he/she supplies to render the service, within (14) fourteen days after commencement of the service.			
<b>Oath of secrecy and vetting</b>				
	All security personnel as well as all personnel and management involved with the Department of Public Works and Infrastructure shall at the commencement of this agreement sign an "Oath of Secrecy" declaration and submit the declaration to the Security Management.			
	Contract Manager, Supervisor and Security Officers must sign an undertaking in which they declare that they will refrain from any action, which might be to the detriment of the Department and the State in general.			
	Contract Manager, Supervisor and Security Officers are prohibited from reading documents or records in offices or unnecessary handling thereof.			
	No information concerning the State activities may be furnished to the public or media by the contractor or any of his/her			

employees.			
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**All security personnel, Directors and the Company itself shall be subjected to security clearance.**

Item	Description	YES	NO	REMARKS
	<b>General requirements for security personnel</b>			
	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, eat or drink while attending to people.			
	The Contract Manager, Supervisors and Security Officers must at all times present a dedicated attitude. Dedicated attitude approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards them.			
	The Site Manager, Supervisors and Security Officers must be physically healthy and medically fit for the execution of their duties.			
	The Department retains the right to ascertain from PSIRA as to whether the Contract Manager, Supervisors and Security Officers are in good standing with the PSIRA			
	<b>Uniforms and identification</b>			
	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 not combat or military style uniform.			
	For Security Officers performing duties at duty point's specific identification is required.			
	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, in conjunction with the PSIRA ID card.			
<b>Item</b>	<b>Description</b>	<b>YES</b>	<b>NO</b>	<b>REMARKS</b>
	<b>Security Aids</b>			
	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			
	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, registration and medical certificates			
	<b>Registers to be utilized and maintained</b>			
	The contractor must ensure that the Occurrence Register and other Register/Forms, are utilized and maintained as required:			
	<b>Occurrence Register – Purpose:</b> The purpose of this register is to keep record of all incidents, occurrences, or observations made by the Security Officer's whilst on duty for later reference.			
	<b>Compulsory Entries:</b> All listed routine procedures such as patrols undertaken, handing over of shifts, etc, mentioning the procedures followed, by whom and the time of commencement. These entries must all be made clearly legible, in black ink.			
	As occurrence/events however important,			

	slight or unusual with reference to the correct time and relevant actions taken.			
<b>Item</b>	<b>Description</b>	<b>YES</b>	<b>NO</b>	<b>REMARKS</b>
	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 delivered.			
	The unlocking/locking of 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 person whom has come 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.			
	All shifts by Supervisors and Management: These entries 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 fluid or totally deleted. It shall only be crossed out by a single line and initiated at the side			
	<b>Shift Rosters</b> – 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 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.			

Item	Description	YES	NO	REMARKS
	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.			
	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.			
	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.			
	<b>Contact with Departmental Representative</b>			
	The Contract Manager or 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/Manager or Contractor himself/herself, must be held at least once a month. Minutes of the meeting must be kept by the Department.			
<b>Item</b>	<b>Description</b>	<b>YES</b>	<b>NO</b>	<b>REMARKS</b>
	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.			
	<b>Maximum shift hours</b>			
	No security personnel may be allowed to work a shift longer than (12) twelve hours.			
	<b>Lost articles</b>			
	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.			
	<b>Deliveries during office hours</b>			
	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.			
	<b>Labour unrest incidents</b>			
	Definition: When officials of the Department on the 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.			
<b>Item</b>	<b>Description</b>	<b>YES</b>	<b>NO</b>	<b>REMARKS</b>
	<b>Inspections</b>			
	A thorough inspection of the service shall be performed by Departmental officials as well as the contractor himself/herself at least every month.			
	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 leave the site forthwith. 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.			
	<b>General</b>			
	The contractor's personnel must at all times 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 against 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.			
<b>Item</b>	<b>Description</b>	<b>YES</b>	<b>NO</b>	<b>REMARKS</b>
	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.			
	<b>Duties of Security Officers</b>			
	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 guard all the installations in the public area, including the plantations.			
	To guard and protect all the persons that visit the UB, and their belongings.			
	To guard and protect vehicles from being stolen and broken into.			
	To record events/incidents in the prescribed occurrence register and report it to the shift supervisor.			
	<b>Additional requirements</b>			
	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 DPWI security control room and the control room of the contractor.			
	The contract is for a period of two (2) years and the Department reserves the right to terminate the contract at any state with (1) one months written notice if Public Works feels that the services are rendered unsatisfactorily. This will be done in line of Public Works and Infrastructure.			

### 3. DUTIES

- (a) The contractor must provide adequate security personnel as required by Public Works for the successful rendering of security service on 24 hours basis throughout the contract.
- (b) Security Officers assigned to the Public Works site can only be changed with the consent of the Public Works Security Manager. The request of the change should be in writing on time, prior implementation.
- (c) The company should be able to provide Public Works and Infrastructure with additional Security Officers on request and in case of emergency and unrest.
- (d) Shortages of security personnel should be recorded in the occurrence book by the supervisor. Public Works and Infrastructure shall also keep their own record with regard to shortages of Security Officers, and relevant sanction will be applied.
- (e) The tenderer should provide Public Works and Infrastructure with well-trained supervisors.
- (f) Supervisors should possess a matric certificate, and a formal supervisory/management qualification.
- (g) Supervisors should have at least grade B.
- (h) The tenderer should provide with at least two supervisors.
- (i) Provide with eight Security Officers during the day.

- (j) Provide with eight Security Officers during night shift.
- (k) Security Officers should at least have grade C.

### **3.1 Supervisor**

- (a) Oversee all security activities performed by his security personnel.
- (b) Draft shift roster for the site.
- (c) Handle all problems experienced by his security personnel on site.
- (d) Attend all problems regarding payment, family problems of Security Officers.
- (e) Ensure that there is always security equipment required on site
- (f) Be involved in any security operational projects and manage special events from security point of view.
- (g) Report to Public Works Security Management on any security breaches.
- (h) Investigate any security breaches committed by his Security Officers and update Public Works and Infrastructure accordingly.
- (i) Make initiatives to the improvement of security in general.
- (j) Liaise with DPWI Security Management and where applicable, with Senior Security Officer of the Public Works and Infrastructure.
- (k) Conduct parade with security personnel prior to assumption of duty.
- (l) Ensure that registers are clean, neat and up to date at all times.
- (m) Ensure that relevant gates are opened for any event as per instruction by the Security Management
- (n) Ensure that Security Officers are always in their corporate uniform and display their PSIRA registration cards.
- (o) Ensure that all security staff understands the needs and expectation of the secondary clients (e.g. visitors) and primary clients (e.g. employees) of the Directorate: Security Management.
- (p) Ensure that all security staff understands the principle of Batho Pele and apply it at tourists' area.

**In addition to abovementioned responsibilities, all the Security personnel deployed will be expected to be able to administer first-aid assistance to patients while on the premises of Public Works and obtain further assistance as and when it required.**

### **3.1 Security Officers on site**

- (a) Practice Access Control procedures in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985) only at the entrance to the Garden area.
- (b) The Security Officers shall be responsible for the protection of state property on the site, and the protection of the said property against theft, fire and vandalism.
- (c) The protection of the state's officials and tourists against any injuries, threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, (Act 51 of 1977).
- (d) Controlling or reporting on the movement of persons or vehicles through and around the garden and tourists area
- (e) Patrol the Garden area at all times
- (f) React to emergency situations.
- (g) Ensure that security registers are kept neat at all times.

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

Security Officers must be paid the minimum wage according to Basic conditions of Employment Act 75 of 1997: Sectional Determination for private security sector as issued on 30 November 2001 in the Government Gazette no. 22873.

Security Officers must be visited once per day (weekends and public holidays included) and twice per night their Contract Manager.

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

### **4.1 Security Officers are prohibited to read newspaper whilst on duty.**

4.2 Security Officers shall report on duty in time requested by Public Works.

4.3 Security Officers found guilty of such offences shall be removed from site immediately.

4.4 Security Officers should avoid any conflicts with the staff members or members of public.

4.5 Security Officers shall report any lost and found articles, goods to Supervisors.

4.6 Any Security found under influence of any intoxicating substances cannot be allowed on site.

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

The State shall not be liable for any loss or damage of any nature to any of the contractor's properties or any items kept at the State's sites, in cases where the loss originated as a result of negligence or intent on the part of the State.

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

4.7 Loss of life or injuries which may be sustained by the security personnel during the execution of their duties.

4.7.1 Damage to or destruction of any equipment or property of the contractor during the execution of their duties.

4.7.2 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.

**4.8 The contractor must, at his own expense, take out sufficient liability 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.**

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



- 4.10 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.
- 4.11 Water and electricity required for the rendering of the service by the contractor shall be provided by the State.
- 4.12 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.
- 4.13 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.
- 4.14 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.
- 4.15 Under no circumstances are security personnel allowed to carry on any trading (selling sweets, cigarettes etc.) within Public Works buildings.
- 4.16 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.
- 4.17 The contractor shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable.
- 4.18 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.
- 4.19 Should Security Officer be found guilty of any theft on the site he/she will be removed with immediate effect from the site.

## **5. OTHER SECURITY REGISTERS**

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

### **5.1 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.

### **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.

### **5.2 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 so as to acknowledge that he/she has received the message.
3. Each entry should have serial number, date, time and the name of the officer who made the entry.

### **5.3 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.

**5.3.1** 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.

**5.3.2** 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 at matter.

#### **5.4 Government vehicle register**

Security personnel should control government vehicles at the exit and entrances of the garden area. 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.
3. To ensure that the vehicles are used for official purposes only.
4. To verify particulars and ensure correctness of the trip authorization.

#### **6. 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 site.
4. The right to dismiss the Security Officer or Site Manager on site inspection or service shall be conducted by the Public Works

Security Manager as well as his/her immediate managers at anytime 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 permanently. 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.
9. **TENDERERS SHOULD PROVIDE THE EMPLOYER WITH THE SATISFACTORY PROOF OF THE FOLLOWING REGISTRATION CERTIFICATE BEFORE THE TENDER CAN BE CONSIDERED:**
  - (a) Registration as employer with the Compensation Commissioner, and a letter of good standing.
  - (b) South African Receiver of Revenue SARS Certificate (Good standing)
  - (c) Unemployment Insurance Fund registration, and letter of good standing.
  - (d) Registration with the PSIRA, certificates of the company and directors, as well as the letter of good standing.
  - (e) Certified ID copies of directors

## **10. EXPERIENCE**

Minimum of two (2) years experience in large size institutions. This should be supported by the references from such institutions. They must have knowledge of CCTV Cameras and OHS, atleast half of their staff members must have basic fire fighting 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 45 minutes. It is

therefore advisable that the company be based or has a control room in Pretoria 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.

### **11. TERMINATION OF SERVICE**

- 11.1 The stipulations of the State Tender Board's General Conditions and Procedures (ST36) apply in particular to cases of any failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.
- 11.2 The contract will be terminated immediately would the contractor no longer qualify as Security officer in terms of the Security Officers Act, 1987 (Act 92 of 1987).
- 11.3 The contractor must notify the State immediately should he or any member of his Security personnel no longer meet the qualifications or conditions of the Security Officers Act, 1987 (Act 92 of 1987)
- 11.4 The contractor must immediately remove from the site and replace any of his employees who no longer qualify as security officer in terms of the Security Officers Act, 1987 (Act 92 of 1987)
- 11.5 The contract will be terminated if service delivery is not in accordance with the conditions of contract.
- 11.6 Contract will be terminated should it be found that the company use the unregistered, unfit and incompetent security personnel.
- 11.7 The Contract will be terminated immediately if the department suffered a loss or damages to the property as a result of the contractor's negligence.

**N/B: This is a two year fixed contract and request for statutory increase outside this tendered price will not be accepted.**

I \_\_\_\_\_ in my capacity as \_\_\_\_\_ of

\_\_\_\_\_ Security Services fully understand and agree with the conditions of the contract and therefore have no objection in signing the contract which is binding.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of  
DPW Security Manager:

\_\_\_\_\_

Date: \_\_\_\_\_



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

THE PROVISION OF SECURITY SERVICES AT:

THABATSHWANE SEWERAGE PLANT, THABATSHWANE GOLF COURSE AND RADIO UIT KYK.

1. SECURITY SERVICES AT THABATSHWANE SEWERAGE PLANT, THABATSHWANE GOLF COURSE AND RADIO UIT KYK FOR A PERIOD OF FIRST 12 MONTHS.

<b>SERVICE NEEDED FOR FIRST (12 Months)</b>	<b>UNIT PRICE R</b>	<b>PRICE PER MONTH R</b>
9 x Security Officers Grade C (18H00 – 06H00)	R	R
9 x Security Officers Grade C (06H00 – 18H00)	R	R
3 X Dog Services	R	R
3 x Guard houses	R	R
3 x Toilets	R	R
9 x Radio per shift	R	R
<b>SUB-TOTAL</b>	R	R
<b>15%VAT</b>	R	R
<b>GRAND-TOTAL PER ANNUM</b>	R	R



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1. SECURITY SERVICES AT THABATSHWANE SEWERAGE PLANT, THABATSHWANE GOLF COURSE AND RADIO UIT KYK FOR A PERIOD OF SECOND 12 MONTHS.

<b>SERVICE NEEDED FOR SECOND (12 Months)</b>	<b>UNIT PRICE R</b>	<b>PRICE PER MONTH R</b>
9 x Security Officers Grade C (18H00 – 06H00)	R	R
9 x Security Officers Grade C (06H00 – 18H00)	R	R
3 X Dog Services	R	R
3 x Guard houses	R	R
3 x Toilets	R	R
9 x Radio per shift	R	R
<b>SUB-TOTAL</b>	R	R
<b>15%VAT</b>	R	R
<b>GRAND-TOTAL AMOUNT PER ANNUM (SECOND YEAR)</b>	R	R
<b>GRAND-TOTAL PROJECT AMOUNT FOR YEAR 1 + YEAR 2</b>	R	R