



# public works & infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTHAFRICA**

## BID DOCUMENT

**PROJECT DESCRIPTION: RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE THABA TSHWANE SEWAGE PLANT FARM 351 JR PORTION 7/R PRETORIA FOR PERIOD OF 24 MONTHS**

**BID NO:** PT24/047  
**Closing Date:** 21 January 2025  
**Closing Time:** 11:00  
**Bid Briefing Meeting Date:** 27/11/2024  
**Bid Briefing Meeting time:** 10:00

**Tenderers CSD No:** .....

**Name of the Tenderer:** .....

### Bid Box Address

Department of Public Works & Infrastructure  
AVN Building  
Corner Nana Sita & Thabo Sehume Street  
Pretoria  
0001

### SCM SPECIFIC ENQUIRIES:

Enquires: **MMABORE MANALA**  
Tel No: **012 492 3020** during office hours  
Cell No: **n/a**  
Email Address: [Mmabore.manala@dpw.gov.za](mailto:Mmabore.manala@dpw.gov.za)

### TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **GRANNY MAHLATJI**  
Tel No: **012 492 3477** during office hours  
Cell No: **083 634 0450**  
Email Address: [Granny.mahlatji@dpw.gov.za](mailto:Granny.mahlatji@dpw.gov.za)

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## SUMMARY OF BID INFORMATION

<b>Bid Number</b>	<b>PT24/047</b>	
<b>Bid/ Project Description</b>	<b>RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE THABA TSHWANE SEWAGE PLANT FARM 351 JR PORTION 7/R PRETORIA FOR PERIOD OF 24 MONTHS</b>	
<b>Bid Closing date &amp; Time</b>	<b>Tuesday, 21 January 2025</b>	<b>Closing Time: 11:00</b>
<b>Bid Briefing Date &amp; Time (If applicable)</b>	<i>Date of Bid Briefing (if any)</i> <b>27/11/2024</b>	<i>Time of Bid Briefing (if any)</i> <b>10:00</b>
<b>Venue</b>	<b>THABA TSHWANE SEWAGE PLANT FARM 351 JR PORTION 7/R PRETORIA</b>	
<b>SCM SPECIFIC ENQUIRIES:</b>	<b>MMABORE MANALA</b>	<a href="mailto:Mmabore.manala@dpw.gov.za">Mmabore.manala@dpw.gov.za</a>
	<b>012 492 3020</b>	<b>n/a</b>
<b>TECHNICAL / PROJECT SPECIFIC ENQUIRIES</b>	<b>GRANNY MAHLATJI</b>	<a href="mailto:Granny.mahlatji@dpw.gov.za">Granny.mahlatji@dpw.gov.za</a>
	<b>012 492 3477</b>	<b>083 634 0450</b>
<b>Bid Validity Period</b>	<b>84 days</b>	
<b>Bid Document Price</b>	<b>R 200.00</b>	
<b>Procurement Plan Reference Number</b>	<b>1802</b>	

## PA 32: INVITATION TO BID

### PART A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	PT24/047	CLOSING DATE:	Tuesday, 21 January 2025	CLOSING TIME:	11:00
DESCRIPTION	RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE THABA TSHWANE SEWAGE PLANT FARM 351 JR PORTION 7/R PRETORIA FOR PERIOD OF 24 MONTHS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).</b>					

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

OR POSTED TO:					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
Signature of Bidder	.....		Date		
<b>CAPACITY UNDER WHICH THE BID IS SIGNED</b> (Attached proof of authority to sign this bid (e.g. resolution of Directors, etc.))					
<b>TOTAL NUMBER OF ITEMS OFFERED</b>			<b>TOTAL BID PRICE (ALL TAXES)</b>	<b>INCLUSIVE</b>	<b>R</b>

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS & INFRASTRUCTURE	CONTACT PERSON	GRANNY MAHLATJI
CONTACT PERSON	MMABORE MANALA	TELEPHONE NUMBER	012 492 3477
TELEPHONE NUMBER	012 492 3020	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	<a href="mailto:Granny.mahlatji@dpw.gov.za">Granny.mahlatji@dpw.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:Email1@dpw.gov.za">Email1@dpw.gov.za</a>	CELL NUMBER	083 634 0450

## **PART B**

### **TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES) .</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

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

**Note Well:**

- |   |
|---|
| <p>a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.</p> <p>b) <b>All delivery costs must be included in the bid price, for delivery at the prescribed destination.</b></p> <p>c) The price that appears on this form is the one that will be considered for acceptance as <b><u>a firm and final offer.</u></b></p> <p>d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).</p> <p>e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.</p> |
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## PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

<b>Project title:</b>	<b>RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE THABA TSHWANE SEWAGE PLANT FARM 351 JR PORTION 7/R PRETORIA FOR PERIOD OF 24 MONTHS</b>		
<b>Bid no:</b>	<b>PT24/047</b>	<b>Procurement Plan Reference no:</b>	<b>1802</b>
<b>Advertising date:</b>	<b>Friday, 15 November 2024</b>	<b>Closing date:</b>	<b>Tuesday, 21 January 2025</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>84 days</b>

### 1. FUNCTIONALITY CRITERIA APPLICABLE

- 1.1. The Bid will be evaluated on Functionality and the following Functionality evaluation criteria will apply and failure to meet minimum functionality score will result in the tenderer being disqualified. From further evaluation:

<b>Functionality criteria<sup>1</sup>:</b>	<b>Weighting factor:</b>
<p><b>4.1. COMPANY EXPERIENCE</b></p> <p><b>*Completed Security guarding services projects to the value of R500 000.00 and above.</b></p> <p><b>*Bidders to submit the following as proof of experience listed above:</b></p> <ul style="list-style-type: none"> <li>- Appointment letters for the completed security guarding services projects as proof thereof</li> <li>- Reference letters matching the completed Security Guarding Services Projects registered above, letters must be stamped and signed by the client on a clients letterhead.</li> </ul> <p><b>* Proven record for the completed security guarding service projects above will be evaluated as follows:</b></p> <p><b>1 Completed Project to the value of R500 000.00 and above =1 Point</b>  <b>2 Completed Projects to the value of R500 000.00 and above =2 Points</b>  <b>3 Completed Projects to the value of R500 000.00 and above =3 Points</b>  <b>4 Completed Projects to the value of R500 000.00 and above =4 Points</b>  <b>5 Completed Projects to the value of R500 000.00 and above =5 Points</b></p> <p><b>None submission of any of the above will result in a Zero (0)Score</b></p>	<b>30</b>

<sup>1</sup>The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

<p><b>4.2. HUMAN RESOURCES</b></p> <p><b>* Provide detailed Project Specific Organogram</b></p> <p><b>*1 X Site Project Manager with the following qualifications:</b></p> <ul style="list-style-type: none"> <li>- 5 years working experience in Security Guarding Services project management positions</li> <li>- Security Management National Diploma (NQF level 6) or Higher</li> <li>- Valid PSIRA Grade A Certificate at the closing date of tender</li> <li>- Certified ID copy</li> </ul> <p><b>* 2 X Site Supervisors with the following qualifications:</b></p> <ul style="list-style-type: none"> <li>- 3 Years working experience in Security Guarding Services Supervisory positions</li> <li>- Valid PSIRA Grade B Certificates at the closing date of tender</li> <li>- Certified ID copies</li> </ul> <p><b>* 4 Grade C Security officers Dog handlers (DH2) with the following qualifications:</b></p> <ul style="list-style-type: none"> <li>- 2 Years working experience in Security Guarding Services Dog Handling</li> <li>- Valid PSIRA Grade C Certificates for all 4 officers at the closing date of tender</li> <li>- DH2 PSIRA &amp; SASSETA accredited certificate</li> <li>- A dog handler security officer working with a dog must have been trained at a PSIRA and SASSETA accredited dog training centre. He/she must be in possession of a certificate issued by PSIRA, stating the level of competency regarding dog training DH 2 for patrol work.</li> </ul> <p><b>*Company</b></p> <ul style="list-style-type: none"> <li>- Copy of company PSIRA print out with 4 or more Security Officers Grade C, 2 or more Grade B and 1 or more Grade A</li> </ul> <p><b>Certification of all the documents should not be older than six months at the closing date of tender</b></p> <p><b>Total of all listed above = 05</b></p> <p><b>The above will be evaluated as a cluster, any omission of the above requirements will result in a zero score (0)</b></p>	<p><b>30</b></p>
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<b>4.3.EQUIPMENTS</b>  - X 1 Proof of company vehicle ownership.  * Commitment letter to provide the below listed equipment's in a signed, stamped company letterhead.  - X 03 hand held radios - X 01 base radio - X 03 hand cuffs - X 03 torches - X 03 whistles - X 03 baton sticks - X 01 Occurrence Book - X 06 Pocket Books - X 01 Access Control Register  Total of all listed items above = 05 Points.  The above will be evaluated as a cluster, any omission of a requirement will result in a zero (0) score	20
<b>4.4 PEP (PROJECT EXECUTION PLAN)</b>  - Identify Project Deliverables and Activities through - Contingency Plan: ( Key activities and Logical sequence of activities) - Emergency Reaction plan  Comprehensive Plan Covering all the above listed = 05 Points  The above will be evaluated as a cluster, any omission of the requirements will result in a zero (0) score	20
<b>TOTAL</b>	100

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

<b>Minimum functionality score to qualify for further evaluation:</b>	<b>60%</b>
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

The Building is situated in Pretoria CBD and extremely vulnerable to vandalism, vagrancy and asset stripping with criminal intent. Functionality score is therefore critical in evaluating the bids.

## 2. EVALUATION METHOD FOR RESPONSIVE BIDS

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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2.1 The 80/20 Preference points scoring system will be applicable for this bid



### 3. RESPONSIVENESS CRITERIA

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input checked="" type="checkbox"/>	Submission of record of attending compulsory briefing session. <b>Bidders to familiarise themselves with the site</b>
7	<input type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
8	<input checked="" type="checkbox"/>	<b>The tenderer will be required to submit a fully compiled, priced and signed Bill of Quantity provided by the Department of Public Works and Infrastructure</b>
9	<input checked="" type="checkbox"/>	<b>Submission of valid Company PSIRA certificate, valid Company PSIRA letter of good standing and valid PSIRA certificate of Company directors</b>
10	<input checked="" type="checkbox"/>	<b>Submission of valid Company letter of good standing in respect of COIDA from Department of Employment Labour</b>
11	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
12	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>

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

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

1	<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): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input checked="" type="checkbox"/>	<b>In case of Joint Venture bidders must complete and submit separate PA11</b>
8	<input checked="" type="checkbox"/>	<b>Submission of DPW 09</b>
9	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
10	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>

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

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

1.	<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): Bidder's disclosure
4.	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	<input type="checkbox"/>	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	<input type="checkbox"/>	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
13.	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
14.	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>

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

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

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

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>Any Account or statement which is in the name of the Bidder.</li> <li>Or</li> <li>Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> <li>and</li> <li>Medical Certificate indicating that the disability is permanent</li> <li>or</li> <li>South African Social Security Agency (SASSA) registration indicating that the disability is permanent</li> <li>Or</li> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDSA)</li> </ul>
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>

#### 5. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

#### 6. COLLECTION OF TENDER 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  
NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.

A non-refundable bid deposit of **R 200.00** is payable (cash only) on collection of the bid documents.

## 7. SITE INSPECTION MEETING

### Details of Bid Briefing meeting (if any)

There will be a compulsory bid briefing meeting and all potential bidders must attend. Details of the compulsory bid briefing meeting is indicated in the table below:

<b>Venue:</b>	<b>THABA TSHWANE SEWAGE PLANT FARM 351 JR PORTION 7/R PRETORIA</b>		
<b>Virtual meeting link:</b>	n/a		
<b>Date:</b>	<i>Date of Bid Briefing (if any)</i> <b>27/11/2024</b>	<b>Starting time:</b>	<i>Time of Bid Briefing (if any)</i> <b>10:00</b>

## 8. ENQUIRIES

8.1 Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	<b>GRANNY MAHLATJI</b>	<b>Telephone no:</b>	<b>012 492 3477</b>
<b>Cellular phone no</b>	<b>083 634 0450</b>	<b>Fax no:</b>	<b>n/a</b>
<b>E-mail</b>	<a href="mailto:Granny.mahlatji@dpw.gov.za">Granny.mahlatji@dpw.gov.za</a>		

8.1 SCM enquiries may be addressed to:

<b>SCM Official</b>	<b>MMABORE MANALA</b>	<b>Telephone no:</b>	<b>012 492 3020</b>
<b>Cellular phone no</b>	<b>n/a</b>	<b>Fax no:</b>	<b>n/a</b>
<b>E-mail</b>	<a href="mailto:Mmabore.manala@dpw.gov.za">Mmabore.manala@dpw.gov.za</a>		

## 9. DEPOSIT / RETURN OF TENDER 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 Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

**Closing Date: Tuesday, 21 January 2025**

**Closing Time: 11:00**

<b>Tender documents may be posted to:</b> The Director-General Department of Public Works and Infrastructure Private Bag X 229 Pretoria 0001 Documents must be deposited in The Bid Box before the closing date of the bid	<b>OR</b>	<b>Deposited in the tender box at:</b>  The Bid Box Department of Public Works & Infrastructure AVN Building Cnr Nana Sita & Thabo Sehume Pretoria CBD
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## FUNCTIONALITY EVALUATION CRITERIA

<p><b>4.1. COMPANY EXPERIENCE</b></p> <p>*Completed Security guarding services projects to the value of R500 000.00 and above.</p> <p>*Bidders to submit the following as proof of experience listed above:</p> <ul style="list-style-type: none"> <li>- Appointment letters for the completed security guarding services projects as proof thereof</li> <li>- Reference letters matching the completed Security Guarding Services Projects registered above, letters must be stamped and signed by the client on a client's letterhead.</li> </ul> <p>* Proven record for the completed security guarding service projects above will be evaluated as follows:</p> <p>1 Completed Project to the value of R500 000.00 and above =1 Point  2 Completed Projects to the value of R500 000.00 and above =2 Points  3 Completed Projects to the value of R500 000.00 and above =3 Points  4 Completed Projects to the value of R500 000.00 and above =4 Points  5 Completed Projects to the value of R500 000.00 and above =5 Points</p> <p>None submission of any of the above will result in a Zero (0)Score</p>	<p>30</p>
<p><b>4.2. HUMAN RESOURCES</b></p> <p>* Provide detailed Project Specific Organogram</p> <p>*1 X Site Project Manager with the following qualifications:</p> <ul style="list-style-type: none"> <li>- 5 years working experience in Security Guarding Services project management positions</li> <li>- Security Management National Diploma (NQF level 6) or Higher</li> <li>- Valid PSIRA Grade A Certificate at the closing date of tender</li> <li>- Certified ID copy</li> </ul> <p>* 2 X Site Supervisors with the following qualifications:</p> <ul style="list-style-type: none"> <li>- 3 Years working experience in Security Guarding Services Supervisory positions</li> <li>- Valid PSIRA Grade B Certificates at the closing date of tender</li> <li>- Certified ID copies</li> </ul> <p>* 4 Grade C Security officers Dog handlers (DH2) with the following qualifications:</p> <ul style="list-style-type: none"> <li>- 2 Years working experience in Security Guarding Services Dog Handling</li> <li>- Valid PSIRA Grade C Certificates for all 4 officers at the closing date of tender</li> <li>- DH2 PSIRA &amp; SASSETA accredited certificate</li> <li>- A dog handler security officer working with a dog must have been trained at a PSIRA and SASSETA accredited dog training centre. He/she must be in possession of a certificate issued by PSIRA, stating the level of competency regarding dog training DH 2 for patrol work.</li> </ul> <p>*Company</p> <ul style="list-style-type: none"> <li>- Copy of company PSIRA print out with 4 or more Security Officers Grade C, 2 or more Grade B and 1 or more Grade A</li> </ul> <p>Certification of all the documents should not be older than six months at the closing date of tender</p>	<p>30</p>

<p>Total of all listed above = 05</p> <p>The above will be evaluated as a cluster, any omission of the above requirements will results in a zero score (0)</p>	
<p><b>4.3.EQUIPMENTS</b></p> <p>- X 1 Proof of company vehicle ownership.</p> <p>* Commitment letter to provide the below listed equipment's in a signed , stamped company letterhead.</p> <ul style="list-style-type: none"> <li>- X 03 hand held radios</li> <li>- X 01 base radio</li> <li>- X 03 hand cuffs</li> <li>- X 03 torches</li> <li>- X 03 whistles</li> <li>- X 03 baton sticks</li> <li>- X 01 Occurrence Book</li> <li>- X 06 Pocket Books</li> <li>- X 01 Access Control Register</li> </ul> <p>Total of all listed items above = 05 Points.</p> <p>The above will be evaluated as a cluster, any omission of a requirement will result in a zero (0) score</p>	<p>20</p>
<p><b>4.4 PEP (PROJECT EXECUTION PLAN)</b></p> <ul style="list-style-type: none"> <li>- Identify Project Deliverables and Activities through</li> <li>- Contingency Plan: ( Key activities and Logical sequence of activities)</li> <li>- Emergency Reaction plan</li> </ul> <p>Comprehensive Plan Covering all the above listed = 05 Points</p> <p>The above will be evaluated as a cluster, any omission of the requirements will result in a zero (0) score</p>	<p>20</p>

## TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: PT24/047

**Bid/ Project Description: RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE THABA TSHWANE SEWAGE PLANT FARM 351 JR PORTION 7/R PRETORIA FOR PERIOD OF 24 MONTHS**

### 1. INTRODUCTION

- 1.1. The Department of Public Works and Infrastructure has in its possession critical assets such as vacant land and state owned buildings around Pretoria CBD. Over the years, the Department has experienced an increase in number of vacant land and buildings invasions. The properties are invaded by vagrants as well as organised criminal syndicates who steal valuable equipment's such as copper cables and aluminium.
- 1.2. Therefore, there is a need to strengthen the current existing security measures and to safe guard the assets.

### 2. DEFINITIONS

- **Access Control:** Access control is a process in which several measures are applied to ensure that any object or person requiring access to premises of an institution, is safe, has a bona fide reason to enter, is entitled and authorised thereto, and that the institution or its staff will not be exposed to danger or to breaches of security during the presence of such a person or due to his/her gaining access.
- **Access cards:** cards issued to employees, visitors and appointed Service Provider s for identification and access into the building and certain restricted zones, which may contain personal information of the cardholder. It is mandatory that employees, visitors and appointed Service Provider s must always wear or display access cards at all times
- **“Accreditation”** means an official authorisation by management for the operation of Information Technology (IT) systems, and acceptance by the management of associated residual risk;
- **After hours:** For the purpose of this service, after-hours shall mean from 18:00 and 06:00 from Monday to Friday. Public holidays and weekends are also regarded as after-hours.
- **“Assets”** means material and immaterial property of the department. Assets include - but not limited to - information in all forms and stored on any media, network or system; material real property; financial resources; employee trust; public confidence and international reputation.
- **“Availability”** means a condition of being usable on demand to support operations, programmes and services.
- **“Business continuity planning”** includes the development of plans, measures, procedures and arrangements to ensure minimal or no interruption of the availability of critical services and assets.
- **“Candidate”** means an applicant, an employee, a contract employee or a person acting on behalf of a contract appointee or independent appointed Service Provider .
- **“Certification”** means the issuing of a certificate certifying that a comprehensive evaluation of technical and non-technical security features of an Information and Communication Technology system (hereinafter referred to as an ICT system) and its related safeguards have been undertaken



and that it was established that its design and implementation meet a specific set of security requirements

- **Compromise:** The unauthorized disclosure/exposure or loss of sensitive or classified information, or exposure of sensitive operations, people, or places, whether by design or through negligence.
- **Contingency Planning:** The prior planning of any action that has the purpose to prevent, and/or combat, or counteract the effect and results of an emergency where lives, property or information is threatened. This includes compiling, approving, and distributing a formal, written plan, and the practice thereof, in order to identify and rectify gaps in the plan and to familiarize personnel and coordinators with the plan;
- **“Critical service”** means a service identified by an institution as a critical service through a Threat and Risk Assessment and a compromise of which will endanger the effective functioning of the institution.
- **Dangerous Object:** Means any explosives or incendiary material/device, any firearm and any gas, weapon, or other article, object or instrument which may be employed to cause bodily harm to a person, or to render a person temporarily paralyzed or unconscious or and to cause damage to property.
- **Declaration of Secrecy:** An undertaking given by person who will have, has or had (Confidentiality Agreement) access to classified information, that he/she will treat such information as secret. Access will be defined by the nature of the office, the occupied position and by being a staff member of DPWI
- **Delegation:** This shall mean the transfer of authority, powers or functions from one person or from one institution to another. Delegation takes place in order to effect division of labour.
- **Director General (DG):** Head of department for Public Works & Infrastructure appointed in terms of Public Service Act. He/she is responsible for effective and efficient management and administration, and bears overall responsibility for the provision and maintenance security in his/her department.
- **“Documents”** means:
  - any note or writing, whether produced by hand or by printing type writing or any other similar process, in either tangible or electronic format;
  - any copy plan, picture, sketch or photographic or other representative of any place or article;
  - any disc, tape, card, perforated roll or other device in or on which sound or any signal has been recorded for reproduction;
- **“Information security”** includes, but is not limited to:
  - documents security
  - physical security measures for the protection of information
  - information and communication technology security
  - personnel security
  - business continuity planning
  - contingency planning
  - security screening
  - technical surveillance counter-measures
  - dealing with information security breaches
  - security investigations
- **“K9 services”** “The security services utilising canine dogs and dog handlers to perform protection to persons, assets, buildings.
- **Need-To-Know Principle:** The furnishing of only that classified information or part thereof that will enable a person(s) to carry out his/her task.
- **Official hours:** For the purpose of this service, official hours shall mean 07:30 – 16:00



- **Premises:** For the purpose of this service, premises shall refer to any building, structure, hall, room, and office, which is the property of the DPWI or occupied by its members who has right to access.
- **Physical Security:** That condition which is created by the conscious provision and application of physical security measures for the protection of persons, property and information.
- **“Risk”** means the likelihood of a threat materializing by exploitation of a vulnerability;
- **“Security breach”** means the negligent or intentional transgression of or failure to comply with security measures;
- **“Technical Surveillance Countermeasures”** (TSCM) means the process involved in the detection, localisation, identification, and neutralisation of technical surveillance of an individual, an organ of state, facility or vehicle;
- **“Technical/electronic surveillance”** means the interception or monitoring of sensitive or proprietary information or activities (also referred to as bugging);
- **“Threat”** means any potential event or act, deliberate or accidental, that could cause injury to persons, compromise the integrity of information, or could cause the loss or damage of assets;
- **“Threat and Risk Assessment”** (TRA) means within the context of security risk management the process through which it is determined when to avoid, reduce and accept risk as well as how to diminish the potential impact of a threatening event.
- **“Vulnerability”** means a deficiency related to security that could permit a threat to materialise.

### 3. ABBREVIATIONS AND DEFINITIONS

- **BCP:** Business continuity planning.
- **DPWI:** Department of Public Works & Infrastructure.
- **DG:** Director-General of Public Works & Infrastructure.
- **HRM:** Human Resource Management.
- **ICT:** Information Communication Technology.
- **IT:** Information Technology.
- **MISS:** Minimum Information Security Standards.
- **MPSS:** Minimum Physical Security Standards.
- **OHS:** Occupational Health and Safety.
- **PMTE:** Property Management Trading Entity.
- **PSIRA:** Private Security Industry Regulatory Authority
- **RSM:** Regional Security Manager
- **SAPS:** South African Police Services.
- **SANDF:** South African Defence Force.
- **SBD:** Security Breach Directive.
- **SM:** Security Manager.
- **SSA:** State Security Agency.
- **TRA:** Threat and Risk Assessment.
- **TSCM:** Technical Surveillance Countermeasures.
- **SAPS:** South African Police Service
- **SABS:** South African Bureau of Standards
- **SASSETA:** Safety and Security Sector Education and Training Authority
- **“SOP”:** Standing Operating Procedures

#### 4. RELEVANT LEGISLATIVE PRESCRIPTS

The following key legislations, regulatory frameworks and standards amongst others are applicable,

- 4.1. The Constitution of the Republic of South Africa, 1996 (Act 108 of 1996).
- 4.2. Private Security Industry Regulations Act (Act 56 of 2001).
- 4.3. Protection of Information Act, 1982 (Act 84 of 1982).
- 4.4. Promotion of Access to Information Act, 2000 (Act 2 of 2000).
- 4.5. Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985).
- 4.6. Critical Infrastructure Protection Act, 2019 (Act 8 of 2019).
- 4.7. Electronic Communication and Security (Pty) Ltd, 2002 (Act 68 of 2002).
- 4.8. General Intelligence Law Amendment Act, 2000 (Act 66 of 2000).
- 4.9. National Building Regulations and Standards Act, 1977 (Act 103 of 1977).
- 4.10. Protected Disclosures Act, 2000 (Act 26 of 2000).
- 4.11. Criminal Procedures Act, 1977 (Act 51 of 1977).
- 4.12. Performing Animal Protection Amendment Act (Act 4 of 2016).
- 4.13. Animal Act 7 Of 1991
- 4.14. Intimidation Act, 1982 (Act 72 of 1982).
- 4.15. Public Service Act, 1994 (Act 103 of 1994).
- 4.16. Labour Relations Act, 1995 (Act 66 of 1995).
- 4.17. Trespass Act, 1959 (Act 6 of 1959).
- 4.18. Occupational Health and Safety Act, 1993 (Act 85 of 1993).
- 4.19. Minimum Information Security Standards (MISS), 1996.
- 4.20. Minimum Physical Security Standards (MPSS) 2019.
- 4.21. Critical Infrastructure Protection Regulations (CIPR) 2023

#### 5. CONDITIONS

- 5.1. Tenderers shall provide to the Department of Public Works and Infrastructure (DPWI) the following information:
  - 5.1.1. Their regional and headquarters physical addresses,
  - 5.1.2. Names, addresses and telephone numbers of their banks or other financial institutions that manage their finances and the names of contact persons at each financial institution;
  - 5.1.3. Consent that the financial institutions may answer the company financial enquiries and supply statements on request by DPWI;
  - 5.1.4. The names, identify numbers and street addresses of all partners, shareholders of their companies;
  - 5.1.5. All Security Officers to be registered in terms of the Private Security Industry Regulatory Authority , 2001 (Act 56 of 2001);
  - 5.1.6. 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;
  - 5.1.7. Consent that all Managing Directors, Shareholders of the company, Site Managers, Supervisors and Security officers assigned to the site will be subjected to a positive pre-screening by the State Security Agency (SSA) before they resume their duties with the Department of Public Works and Infrastructure.
  - 5.1.8. Provide list of references
  - 5.1.9. Provide copies of School / tertiary qualification of all Security Officers; with minimum Grade 12;

5.1.10.  
by DPWI; and

Provide Security clearances of security personnel when requested

5.1.11. Consent of their employees that they do not object signing a Declaration of Secrecy.

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

5.2. 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 **THABA TSHWANE SEWERAGE PLANT FARM 351 JR PORTION 7/R PRETORIA**

## 6. SCOPE

6.1. This scope of work shall apply to Thaba Tshwane Sewerage Plant Farm 351 JR Portion 7/R Pretoria

## 7. PURPOSE

7.1. The purpose of this document is to describe the requirements for the Security guards and type Of K9 (Dog and Dog Handlers) services to be provided between the contracted security service provider and DPWI for safeguarding of Thaba Tshwane Sewerage Plant Farm 351 JR Portion 7/R Pretoria.

7.2. Furthermore, the document seeks to clarify the roles and responsibilities of each party as follows:

- defines mutual dependencies
- provides a framework for common understanding between the parties
- and describes how non-performing/nonconforming relationships will be managed.

## 8. APPLICABILITY

- This Scope of Work shall apply throughout the duration of the contract.

## 9. EFFECTIVE DATE / DURATION

- The duration of the contract will be for a period of **24 months**, commencing from the date the company begins with the security guarding services project on site. The contract will be reviewed quarterly
- The document will be implemented after authorization.

## 10. ROLES AND RESPONSIBILITIES

- 10.1. The DPWI Regional Security Manager shall ensure that the K9 (Dog and Dog Handler) services contract entered between DPWI and appointed K9 service provider is implemented effectively.
- 10.2. The K9 service Provider shall ensure that the K9 services agreed to are implemented according to DPWI requirements signed between both parties (The Service provider and DPWI).
- 10.3. Both parties to the contract will be responsible for agreement, implementation and review of the scope of work.

## 11. DOCUMENT CONTENT

- 11.1. Specification for rendering of security guarding services for the Department of Public works and Infrastructure at Thaba Tshwane Sewerage Plant Farm 351 JR Portion 7/R Pretoria) for a period of 24 months.

## 12. SERVICE PROVIDER REQUIREMENTS

- 12.1. It is the primary responsibility of the service provider to ensure that each security officer (including Dog Handlers) assigned to K9 duties on duty comply and provide quality and professional service as stipulated in DPWI procedures and regulations.
- 12.2. Shall fulfil the duties agreed to and stipulated in the contract.



- 12.3. Shall utilize security officers (Dog Handlers) qualified, competent, skillful and knowledgeable about general Security officers duties and Dog Handling.
- 12.4. The K9 services required from a service provider are determined by DPWI using the Security Threat Assessment (STA) and security plan. T
- 12.5. The required number of security officer to be utilized on site will on provided on the specification document.
- 12.6. The K9 services and functions shall encompass interdependent tasks with elements and concepts which include to assess, protect, monitor, detect, respond, guard, patrol, inspect, restrain, investigate, record and report.
- 12.7. The K9 Services shall include but not limited to the following functions:
- Conduct environmental scanning within which security services are to be rendered to identify potential risks as well as develop risk mitigation strategies to address the identified risks.
  - The implementation of such strategies shall be done in consultation with DPWI.
  - Patrolling of sites at regular intervals and not in a predictable sequence to detect the presence of unauthorized persons, suspicious activities or occurrences that may endanger people and assets.
  - Prevent crime incidents and protect DPWI property against crime.
  - Ensure compliance to DPWI standards, policies, standing operating procedures (SOPs) and Work Instructions.
  - The Service Provider must normalize the performance of daily site risk assessment, briefing and debriefing of officers at the beginning and the end of every shift.
  - No deviations from operational plan without the authorization of DPWI or its official delegate (Security Manager) will be permitted
  - The Service Provider's responsibilities are not limited to the stated responsibilities but shall include any other legal security activities that are in line with services outlined here above and such activities shall be communicated to the Service Provider in writing.
  - The Appointed Service Provider shall conform to the, PSIRA Act, Firearm Control Act, OHS Act, DPWI procedures, training standards, competencies, rules, regulations and shall perform duties as may be mutually agreed upon in writing from time to time by DPWI
  - Provide a detailed plan to supply additional personnel in case of emergencies and special projects on DPWI building.
  - Provide a detailed strike management plan and a list of work force to counter shortfalls during labour actions.
  - As part of their duties, the security officers will have access to areas which are restricted to the specific areas of responsibilities such as but not limited to employees and visitors
  - It is required of the service provider to ensure that its officers comply with all regulations, policies and procedures governing DPWI.
  - The appointed Service Provider or delegated person must ensure that the activities and requirements of the contract carried out as per the contract, and include but not limited to the following:
    - a) Company liaison on site dealing with all aspects of the contract.
    - b) Ensure that shift complement is motivated.
    - c) Ensure that the shift times are adhered to, including appropriate shift hand over time.

- d) Ensure that all personnel are fully equipped.
- e) Attend to company human resources problems.
- f) Address operational grievances with Employer supervisors.
- g) Ensure that safe and reliable home-work-home transport is available for all shifts at the appointed Service Provider's own cost.
- h) Address complaints raised by the Employer within 12 hours.
- i) Daily interfaces with the Employer with respect to operational contractual issues as well as Appointed Service Provider staff performance.
- j) To inspect shifts during shift parades and submit a shift list to DPWI upon request including the PSIRA registration number of all staff on duty.

## **12.8. RESOURCES DESCRIPTION**

- 1 X Grade B Site Supervisor for Day Shift
- 02 X Security Officer Grade C (Dog Handlers) for Dayshift.
- Grade B Site Supervisor for Night Shift
- 02 X Security Officer Grade C (Dog Handlers) for Nightshift.
- Seven days a week including weekends and holidays.
- A well-established control room in accordance to PSIRA specifications and standards i.e. base radio, landline, uninterrupted power supply system (UPS). The company must respond to emergency within 45 minutes. It is therefore advisable that the company establish a control room around Pretoria area.

## **13. DOG SERVICE PROVIDERS:**

- 13.1. A Security Service Provider who supplies dogs and trained handlers must be accredited as a Security Dog Supplier and have a licence issued to them according to the Performing Animal Protection Act 24 of 1935 and amendments of 2016 by the Dept of Forestry, Fisheries and Environment.
- 13.2. The institution & dog handler must be in possession of a valid PAPA Licence.
- 13.3. Adhere to ANIMAL ACT 7 OF 1991 and be conversant with the ACT.
- 13.4. A Security Service Provider who supplies dogs and trained handlers must be accredited as a Security K9 Services Supplier and registered with PSIRA.

## **14. THE COMPANY**

- 14.1. The company must be officially registered in South Africa as a business entity.
- 14.2. The Company must ensure that Security Officer's (Dog Handler's) salaries/wages are according to PSIRA rates for the Grades that they have been employed and deployed for on DPWI sites.
- 14.3. The company and the company owners (Directors) must have a valid registration with Private Security Industry Regulation Authority (PSIRA) in terms of PSIRA Act 56 of 2001.
- 14.4. The directors of the company must possess a minimum of Grade B PSIRA valid registration.
- 14.5. The appointed Service Provider must have a minimum of 2 years' experience in security service industry and provide a valid proof of service (Reference and appointment letters).
- 14.6. DPWI reserves the right to immediately terminate services of any company not in good standing with PSIRA, SARS, Company registration compliance and Labour.
- 14.7. The Company must have an established functional 24-hour security control room and DPWI reserves the right to conduct inspections of the facility without prior notification.
- 14.8. The company should meet all the site requirements and be in a position to render the required services without fail.
- 14.9. The Company must ensure that Security Officer's salaries/wages are according to PSIRA rates for the Grades that they have been employed and deployed for DPWI sites.

14.10. Service Provider should have sound knowledge of applicable South African Legislation and ensure compliance thereto.

- 14.11. The Site Supervisor or Managerial staff will be required to attend monthly operational and monthly DPWI Security contract management meetings.
- 14.12. In the event of non-performance or breach of contract terms by the appointed Service Provider , DPWI reserves the right to cancel the contract immediately and replace it with another service provider. All costs incurred because of such action will be recovered from the outgoing appointed Service Provider .
- 14.13. Even if not dismissed, equipment lost or stolen will still be recovered from the appointed Service Provider who has failed to perform its duties as per the agreed contract.
- 14.14. A dog handler (security officer working with a dog must have been trained at a PSIRA and **SASSETA** accredited dog training centre.
- 14.15. He/she must be in possession of a certificate issued by PSIRA, stating the level of competency regarding dog training DH 2 for patrol work.
- 14.16. All Security Officers must be registered with PSIRA and possess a minimum of Grade C registration certificate.
- 14.17. Should be South African citizens with a valid South African ID and not less than 21 years of age (as per Firearms Control Act 60 of 2000).
- 14.18. No work permits will be allowed for Non-South African citizens.
- 14.19. Security Officers must be physically and mentally fit for the job.
- 14.20. Security Officers must have Grade 12, be able to read and write English, and have a minimum of 12 months experience in the security industry.
- 14.21. Security Officers must always be in possession of their PSIRA and Company Identity card when on duty.
- 14.22. Security officers must always be armed when performing duties as per this contract, unless otherwise stated in writing by DPWI.
- 14.23. Security officers may be expected to sign a declaration of Secrecy before commencement of their duties on this contract.
- 14.24. Security officers may be subjected to a screening process.
- 14.25. Security officers should not have been convicted of any criminal offence and should disclose all pending criminal prosecutions against them.
- 14.26. Non- Disclosure of such will result in the officers' automatic removal from DPWI site.
- 14.27. Security officers should be able to read, write and express themselves well in English.
- 14.28. Security officers may be required to undergo a Polygraph test as and when required.
- 14.29. Security officers will not be allowed to access IT network registries, communication networks or any sensitive/zoned areas even when responding to alarms.
- 14.30. Security officers must be trained on the DPWI Standing Operating Procedures (SOPs) relevant for their site of deployment.
- 14.31. No Security officers are to be deployed in terms of this contract before undergoing necessary DPWI induction, training and/or assessments.



14.32. DPWI reserves the right to remove such officers that have not complied with this requirement from their sites or duties as per this contract at the cost to the appointed Service Provider .

## 15. SECURITY OFFICERS

- 15.1. A signed reviewed list of Security Officers (including Security officers) deployed or posted in terms of this contract must be provided as and when required by DPWI or its delegate.
- 15.2. The appointed Service Provider is responsible to ensure that every shift complement is satisfied before commencement of the shift.
- 15.3. Ensure that all its officers (confirmed for employment at DPWI sites) shall report for all shifts 15 minutes before the hour as to facilitate a smooth shift change over.
- 15.4. The appointed Service Provider should ensure safe handling of K9 dogs during shift changes and must ensure that patrol dogs procedures are in place.
- 15.5. The Security Officers (Security officers) are expected to conduct a pre-job/ daily risk assessment and safety talks before commencement of every shift.
- 15.6. The Appointed Service Provider must ensure that there is proper handing over between the shifts or alternating Security Officers duties, ensuring that clear information and instructions are passed on to the next officer.
- 15.7. A detailed inventory of all working equipment must be updated for ease of taking over by the other shift or Appointed Service Provider representative responsible for postings and handing overs.
- 15.8. In the event that no security is required for the next shift, the officers will not leave his/her post of duty until the Appointed Service Provider supervisor or delegated person has arrived and is satisfied that all is in order.

## 16. UNIFORM

- 16.1. Wearing of uniform is compulsory and as per PSIRA requirements.
- 16.2. The Security officers must always wear uniform when posted as per this contract.
- 16.3. Uniforms must always be clean and correctly worn.
- 16.4. The winter uniform should include a warm coat, boots, gloves and beanie (woollen hat).
- 16.5. Personal Protective Equipment (PPE) must include safety shoes, rain gear etc.
- 16.6. The security officer must display proof of identity whilst on duty and in uniform. The Identity should be in a form of a tag or laminated plastic card and should display the photograph, Names, PSIRA individual number, Expiry date and Identity number.

## 17. DOG HANDLERS

- 17.1. The Dog Handlers can be male or female persons. **Note: Female security officers are to be posted during the day only unless as per the arrangement with DPWI management.**
- 17.2. All Dog Handlers must be registered with PSIRA and possess a minimum of Grade C registration certificate.
- 17.3. Should be South African citizens with a valid South African ID and not less than 21 years of age (as per Firearms Control Act 60 of 2000).
- 17.4. No work permits will be allowed for Non-South African citizens.
- 17.5. The Dog Handlers must be physically and mentally fit for the job.
- 17.6. Dog Handlers must have Grade 12, be able to read and write English, and have a minimum of 12 months experience in the security industry.
- 17.7. Dog Handlers must always be in possession of their PSIRA and Company Identity card when on duty.

17.8. Dog Handlers must be always be armed when performing duties as per this contract, unless otherwise stated in writing by DPWI.

## **18. K9 DOGS**

- 18.1. All dogs must have positive identification (for example a tattoo or microchip).
- 18.2. All dogs must have a valid certificate that indicates that the dog is trained and accredited to perform the duties, issued by an accredited DH 2 instructor at an accredited DH 2 dog training centre, with date of certification.
- 18.3. Dog Handler must attend dog handling training at an accredited training institution.
- 18.4. He/she must be in possession of a certificate issued by PSIRA, stating the level of competency regarding dog handling.
- 18.5. Dog Handler must be medically fit, love dogs and be non-allergic to dogs.
- 18.6. Dog Handler must know how to utilize the dog during an intrusion, attack, or search of an area for possible perpetrators and to make arrest.
- 18.7. The dog must be suitable for the job. It must be naturally strong and have an excellent temperament and a sense of smell and hearing.
- 18.8. The dog should have an outgoing and an energetic character. It must have an excellent hearing, be able to detect suspicious sounds before the handler and alert its handler.
- 18.9. The dog must have the ability to protect his handler under any circumstances.
- 18.10. It must detect any intrusion, search for suspects and assist in arrests.
- 18.11. The dog must be medically fit and undergone obedience training such as to take sit, lie down, and climb over or underneath instructions from the Handler.
- 18.12. The dog must unquestionably obey the Handler's commands.
- 18.13. Handlers and dogs should be attending a refresher's course (one day) at least once per year.
- 18.14. Handlers to always ensure that the dog is always on a leash and in the immediate vicinity of the Handler, except if there was an intrusion or security breach, and the dog is ordered to search or to assist with an arrest.
- 18.15. The environment where dogs relieve themselves must be cleaned by Handlers on daily basis.
- 18.16. Dangers signs (dog on premise) should be displayed on the premise preferably on the outside perimeter fence.
- 18.17. The dogs shall be kept at the Appointed service provider s premises when not on duty, if dogs are kept on site proper kennels must be provided by the supplier at no cost to DPWI and must receive proper care.
- 18.18. Security Service Providers must know that legislation is in place that makes it a criminal offence to make use of dogs and handlers who do not comply with the minimum standards as laid down by the relevant Act and Government Gazettes.

## **19. MINIMUM SPECIFICATIONS APPLICABLE TO CANINES**

- 19.1. All canines (DH2) to be used for patrol shall have positive identification (microchip).
- 19.2. The canines deployed to the DPWI facility may be either male or female.
- 19.3. All female canines shall be spayed.
- 19.4. All canines shall be between fourteen (14) months and thirty - six (36) months of age at the time of delivery to the DPWI facility
- 19.5. The canine's height, weight and build shall be proportionate.
- 19.6. All canines shall have a skin and coat suitable to working in a harsh environment e.g. no light skin pigmentation.
- 19.7. All canines shall be free of any congenital abnormalities and shall have no physical, mental or social anomalies the canine shall be replaced by the Service Provider at no additional cost to DPWI.
- 19.8. All canines shall have no damaged and broken teeth.
- 19.9. All canines shall be free of disease, allergies and external parasites.
- 19.10. All canines shall be vaccinated, and deworming shall be up to date.
- 19.11. Canine ears shall not be cropped.
- 19.12. Canine tails shall not be docked.
- 19.13. All canines shall be made available to DPWI security, for inspection and selection purposes, before deployment.
- 19.14. The Service Provider should have a larger than required population canines available for deployment purposes.
- 19.15. All canines shall be examined by a South African Veterinary Council registered veterinarian who needs to certify that the canine is in satisfactory health.
- 19.16. This examination shall be at the cost of the Service Provider.
- 19.17. The health history which includes all veterinary records, x-rays and laboratory test results, as well as the completed vaccination record of the canine shall be provided to DPWI security upon delivery of the canine.





- 19.18. The Service Provider shall provide to DPWI security, as part of tender specifications, a full list of all aspects that will be evaluated to determine the medical history.
- 19.19. All canines shall have a sound temperament and be properly socialised in respect of obedience; travelling in vehicles and aircraft; and working in the proximity of wild animals in a bush environment.
- 19.20. All canines shall be assessed for noise phobia, with the focus on gun shyness and operational hazards such as aircraft noise and shall be able to work in these noisy environments.
- 19.21. The Service Provider shall provide a warrantee in terms of the work performance of all canines, including behavioural problems such as unpredictable aggression amongst all canines procured.
- 19.22. Should the canine develop any social or psychological problems within twelve (12) months after delivery, the Service Provider shall attempt to retrain the canine.
- 19.23. Should the canine not be retrain-able, the Service provider shall replace the animal and conduct the training of both the animal and the handler at no additional cost to DPWI

## 20. SHIFTS

- 20.1. The K9 services are preferably required at night, unless at any time shall be specified based on needs and threats identified for a site.
- 20.2. A signed reviewed list of Security Officers (including Dog Handlers) deployed or posted in terms of this contract must be provided as and when required by DPWI.
- 20.3. The appointed service provider is responsible to ensure that every shift complement is satisfied before commencement of the shift.
- 20.4. Ensure that all its officers report for all shifts 15 minutes before the hour as to facilitate a smooth shift change over.
- 20.5. The Appointed service provider must ensure that there is proper handing over between the shifts or alternating K9 duties, ensuring that clear information and instructions are passed on to the next Dog Handler.
- 20.6. A detailed inventory of all working equipment must be updated for ease of taking over by the other Dog Handler or appointed service provider representative responsible for postings and handing overs.
- 20.7. In the event that no security is required for the next shift, the Dog Handler will not leave his/her post of duty until the Appointed service provider supervisor or delegated person has arrived and is satisfied that all is in order.
21. The dog must be kept in a healthy condition where it will receive required attention and care not limited to shelter, feeding, cleaning, medication and exercise.

## 22. EQUIPMENT

- 22.1. The Appointed Service Provider must provide Security Officer with necessary equipment to adequately perform their duties as per site Standard Operating Procedure (SOP) and/or work instructions.
- 22.2. The Appointed Service Provider must ensure that the status of all equipment is constantly checked, maintained and always safe for usage and in an operational condition.
- 22.3. Appointed Service Provider may be required to provide additional security equipment such as handheld metal detectors, breathalysers and others from time to time
- 22.4. Any security equipment required will jointly be agreed upon by DPWI in writing as per site requirement.
- 22.5. The Appointed Service Provider will be informed accordingly and shall provide all the required equipment within timeframes agreed upon with the Employer.
- 22.6. The additional security equipment must comply with DPWI's standards and policies.
- 22.7. Where Security Officers are posted at isolated areas, they must be provided with water, ablution facilities and shelter.
- 22.8. The following equipment's must be supplied unless otherwise stated:
- Two way radios or Push-to-talk (PTT),
  - Cell phones
  - 24 hour appointed Service Provider 's control room
  - firearms as per contract and site specification
  - firearms safes as per SAPS & SABS specifications
  - Torches



- batteries or/and chargers (with minimum of two cells)
- spot lights for crime prevention patrols
- handcuffs
- batons
- pocket books
- black and red pen
- pepper spray
- panic button and guard monitoring system

## 23. COMMUNICATION

- 23.1. The security officers must be equipped with a panic button and a guard monitoring system linked to the security appointed Service Provider 's control room.
- 23.2. The description and the cost for the supply of panic by Security Appointed Service Provider s shall be distinctively provided for in the tender cost schedule.
- 23.3. Any ambiguity shall be clarified with tenderers prior to tender submission.
- 23.4. Communication between security control room and Security Officers must be adequate, reliable, and sustainable.
- 23.5. The Appointed Service Provider must provide radio or Push-to-talk (PTT) communication between the deployed officers and appointed Service Provider control room.
- 23.6. Cellular phones and a minimum of R50 airtime should be provided as a secondary Communication measure.
- 23.7. Under no circumstances will the appointed Service Provider 's or their personnel be allowed to use the telephones on the site for personal calls.
- 23.8. The appointed Service Provider will be responsible for any personal calls made by its staff and the appointed Service Provider as a result thereof will pay the costs incurred to DPWI.
- 23.9. Radio or PTT communication must be effectively linked between deployed Security Officers and the Appointed Service Provider control room immediately and without hassles.
- 23.10. Communication between the Appointed Service Provider control room and DPWI control room must be established immediately.
- 23.11. Where the two-way radios are utilized as a means of communication, these radios must be provided.
- 23.12. The number of radios required will be determined by the operational requirements and number of specialized security officers on each shift.
- 23.13. Battery chargers must also be provided to ensure that at no time the radios are inoperable due to flat batteries. Such radios must be able to communicate with the appointed Service Provider s control room 24hr where necessary.
- 23.14. Patrolling Security Officers (Security officers) must always have a radio or PTT to ensure effective communication.
- 23.15. Communication between Security Officers, control room, supervisors and DPWI representatives must be recorded in an occurrence book for later reference.
- 23.16. Security Officers (Security officers) must be supplied with clear work instructions and a radio or/and PTT communication procedure to ensure effective communication.
- 23.17. All contact lists must be reviewed monthly or as and when there are changes, should indicate the latest review date, be signed by the Appointed Service Provider 's representative and be issued to all sites



23.18. All communication between the control room and sites must be properly recorded in a log, stating e.g. the time, what was communicated and action taken based on the nature of the communication

- 23.19. In the event of a security incident-taking place, the Security Officer on duty must report the incident to the control room immediately, and properly record the incident in the occurrence book.
- 23.20. The control room must notify the *Employer* representative and Site Owner of any security incident immediately.
- 23.21. No security officer or supervisor will be assigned, re-assigned or transferred within or away from the site prior notifying DPWI Security Manager for the specific site, where the security services are rendered

#### **24. SECURITY REGISTERS**

- 24.1. The Security Appointed Service Provider must provide pocketbooks, occurrence books, visitors and after-hours registers.
- 24.2. Occurrence book must be correctly completed by Security Officers and supervisors listing all occurrences and visits on site.
- 24.3. Visitors register to be completed daily and filed on site for future reference and pages must be numbered.
- 24.4. Full registers must be handed to DPWI to be filed for a period of 5 years.
- 24.5. Appointed Service Provider must ensure that quality registers are provided. Registers must remain bonded, with no loose pages.
- 24.6. Accurate records of all occurrences are to be kept for a minimum of 12 months post the occurrence and should be made readily available to DPWI at any time.

#### **25. INCIDENT MANAGEMENT**

- 25.1. All incidents and response to incidents must be handled according to the relevant security SOP and/or work instructions for each site
- 25.2. All incidents and response must be immediately reported to the DPWI control room.
- 25.3. The SAPS must be contacted immediately only for criminal or suspected ongoing criminal activities.
- 25.4. Weekly status reports are to be supplied by the service provider.
- 25.5. The appointed Service Provider is to ensure that all involved personnel are available for relevant court proceedings, incident investigations and assist DPWI and the SAPS in their investigations as and when required.
- 25.6. All incidents (including OHS incidents) should be reported to DPWI and a preliminary investigation report be provided within 24 hours.
- 25.7. The final incident investigation report must be provided within seven (7) days.
- 25.8. Supervisory staff of the Appointed Service Provider must react to any security incident reported to their control room.
- 25.9. A preliminary report to be supplied to the Employer within 24 hours of the incident. Final detailed reports with the investigation file to be supplied to the Employer within seven (7) days.
- 25.10. If the investigation is still in progress, then a written update report to be supplied to the Employer every seven (7) days thereafter until final report is supplied.

#### **26. SAFETY, HEALTH AND CONSTRAINTS**

- 26.1. The Appointed Service Provider shall control his activities and processes in accordance with Occupational Health & Safety Act (Act 85 of 1993) and DPWI's SHEQS policies.
- 26.2. All Security Officers should receive a safety induction before they can be deployed on site.
- 26.3. Safety recommendations following an incident shall be implemented by all security service providers to prevent further reoccurrences at any of the DPWI sites, as per allocated time frames.
- 26.4. Open fires, the use of bar heaters and hotplates as heaters at DPWI sites is totally prohibited.
- 26.5. Security Officers should observe the provisions of Criminal Procedure Act (Act 51 of 1977) and all relevant legislations regarding the use of minimum force. Security Officers should at all-time use the minimum force sufficient to bring the situation under control and such force shall cease as soon as the situation is brought under control.
- 26.6. No deliberate assault on suspects will be condoned.
- 26.7. Transportation of injured person (s) on vehicles not suitable for the purpose is totally prohibited.
- 26.8. The PSIRA guidelines provide for the costs associated with the transportation of security officers to be included in the overhead and profit costs.
- 26.9. In agreement with DPWI, the Appointed Service Provider must provide an DPWI approved guard facility at sites where DPWI does not have guard facilities available.
- 26.10. No accommodation for guards will be provided on a DPWI site. This is the responsibility of the Appointed Service Provider

## **27. INSPECTIONS AND SITE VISITS**

- 27.1. DPWI management will carry out random inspection and evaluation visits. Similar upwards and such visits should be recorded in the Occurrence book (OB).
- 27.2. These visits must take place at all hours, not only during the day, and must be recorded in the Site Occurrence Book.
- 27.3. DPWI reserves the right to visit and conduct inspection of the appointed Service Provider's control rooms and carry out evaluation at any random time.
- 27.4. The Security Appointed Service Provider must comply fully with legislations governing security, DPWI policies, standards and procedures.
- 27.5. DPWI reserves the right to order the removal of a security officer who has been found not to be competent or negligent in his duties.
- 27.6. Non-conformances are to be issued by DPWI should the Service Provider fail to comply with the contract terms.

## **28. DOCUMENTATION**

- 28.1. The Security Appointed Service Provider must provide the following documentation on or before the time stipulated by DPWI and before the commencement of contract.
- Certified Identity copies and PSIRA certificates of all Security officers for the contract.
  - Certified copies of Grade 12 /matric certificate of Security officers.
  - Certified copies of firearm competency certificates of Security officers.
  - List of all firearms to be used and certified copies of the licenses.
  - Certified copies of SASSETTA training certificates of Security officers.
  - Certified copies of Company and Directors PSIRA registration certificates.
  - Criminal check records of Security officers proving that the security officers were not convicted or charged on any crime.

- A list of all vehicles that will be used as per this contract.
- Firearm competencies issued by SAPS.

Other security related qualifications that DPWI may request from the appointed Service Provider in writing

## 29. PATROLS

- 29.1. The Security officers must conduct the patrols tactically and be constantly vigilant.
- 29.2. The Security officers must conduct patrols every hour or as prescribed from time to time by DPWI, patrols must be recorded in the Occurrence Book (OB) and suitable technology
- 29.3. Guard Monitoring System must be used to monitor the patrols from the appointed Service Provider's control room.
- 29.4. Patrol routes and times may vary according to site requirements.
- 29.5. The Security officers must observe surroundings, monitor strategic points, report to control and record in the OB the irregularities/deviations/ incidents / suspicious activities/occurrences.
- 29.6. The Appointed Service Provider's supervisor or/and control must monitor the patrol record and report.
- 29.7. Secure scenes of crime and/or incidents, be available and provide evidential statements during investigations, and testify during DPWI enquiries/hearings and at court.

## 30. ACCESS CONTROL

- 30.1. Persons (visitors, employees and appointed Service Provider s) and vehicles entering the protected premises must be recorded in the access control registers and be searched.
- 30.2. Persons or employees entering the protected premises after normal working hours, during weekends and public holidays must be recorded in the After Hours Register. **Note: non-employees (appointed Service Provider s and visitors) to make prior arrangements as per SOP. This includes all pedestrian and vehicle access.**
- 30.3. The Security Officer must personally complete all the details in the After Hours Register and ensure that all information is legible and accurate.
- 30.4. All persons inside the vehicle or accompanying the employee must be recorded in the register.
- 30.5. Any attempts of unauthorized access must be recorded in the OB, access must be denied and the matter must immediately be reported to DPWI.
- 30.6. Where unauthorized access is gained, DPWI must immediately be informed.
- 30.7. All attempts of unauthorised access must immediately be reported to the appointed Service Provider's control room, DPWI and the person responsible for the site.
- 30.8. In the event of a person being caught attempting to gain unauthorised access, the person must be detained, and DPWI must immediately be informed of the situation.
- 30.9. The assistance of the SAPS may be called upon to assist if deemed necessary.

## 31. SEARCHING

- 31.1. Persons and/or vehicles entering/exiting DPWI premises must be searched by Security Officer on duty and must be in accordance with the Criminal Procedure Act 51 of 1977 and any relevant law applicable to search.

## 32. SECURITY BREACHES

- 32.1. A security breach means the negligent or intentional transgression or failure to comply with physical security measures. Security breaches include but not limited to fence tampering/ penetration, unauthorised access, discharge of a firearm, activation of alarm, non-compliance to security systems and systems technology, tampering with systems, accidents, injuries, damage to equipment, non-compliance with rules, procedures, directives and non-conforming behaviour.
- 32.2. Security breaches must be reported immediately in the OB, to DPWI management and control.

### **33. KEY CONTROL**

- 33.1. Under no circumstances must Security Officers accept any keys to offices, buildings, vehicles, or any equipment.
- 33.2. The exception will be when DPWI provides a written approval for keys to be kept by the Security Officers.
- 33.3. If such approval is granted, there must be a proper key control dictated by the requirements of the protected site.
- 33.4. Should losses occur due to lack of key control or unauthorized use of keys by security officers, the appointed Service Provider will be held liable for such losses.

### **34. RESPONSE TO FIRE**

- 34.1. All Security Officers must be competent and have completed a basic level one fire-fighting course.
- 34.2. When Security Officers are on duty and a fire is detected, they must immediately inform the nearest Fire Brigade, other emergency services, control room or appointed delegate (supervisor) and DPWI.
- 34.3. The incident must be recorded in detail in the OB. If it appears to be an extinguishable fire, then the Security Officer must first attempt to extinguish it before calling DPWI.
- 34.4. A full detailed report is to be provided to the DPWI security/ Supervisor within 12 hours of the incident.

### **35. RESPONSE TO EMERGENCIES**

- 35.1. An "emergency" is any incident or action that has potential to cause harm or danger, requires immediate action or evacuation of the affected area.
- 35.2. The Security Officer shall:
  - Possess appropriate training in safety evacuation and emergency procedures.
  - During an emergency as instructed by the Supervisor/ Manager or/and as per site specific emergency plans assist in executing the evacuation procedures as applicable to the site; and ensure that all persons, employees, information and assets are protected.

### **36. TIME SHEETS**

- 36.1. Daily time sheets to specify hours worked in a shift per Security Officer.
- 36.2. Time sheets for each shift must be completed based on actual time spent on duty and signed off by the appointed Service Provider 's supervisor and DPWI representative.
- 36.3. Time sheets approved by the Security Manager to be submitted with invoices for payments.

### **37. ANNUAL RATES**

- 37.1. Annual rates (as publicized in the Government Gazette) would not increase automatically but be approved by DPWI and accepted by the appointed Service Provider in writing.

### **38. STANDARD CONDUCT**

- 38.1. The appointed Service Provider shall ensure that its employees do not contravene the legislative prescripts.
- 38.2. If the service provider fails to comply or take the necessary measures to ensure that its officers comply with the legislative prescripts, DPWI shall reserve the right to implement penalties.
- 38.3. Ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for DPWI to inspect and tests without prior notice.



38.4. The inspections will be conducted in such manner so as not to interfere with the ability of the service provider to perform its functions.

- 38.5. If DPWI determine because of these inspections that the services, equipment, documents, or materials are not kept satisfactorily, DPWI shall inform the service provider in writing.
- 38.6. DPWI shall reserve the right to require the service provider to take immediate action to bring such matters into compliance and/or impose penalties in accordance with a schedule as mutually agreed upon between service provider and DPWI prior to initiation of the contract.
- 38.7. The penalties that DPWI impose include the following staff and list of deficiencies below:
- Non-compliance to DPWI specific legislative requirements, as per schedule attached.
  - Non-provision of the full compliment.
  - Non-compliance to the acceptable turnover rate.
  - Non-performance of duties and negligence by guard
  - Staffing and associated penalties

#### **39. OVERFILLS**

- Overfills occur when the service provider supplies too many individuals for longer periods than required, or at a higher level than defined by the schedule mutually agreed upon during the term of the contract.
- DPWI will only pay for the services requested as per the Task Instruction.

#### **40. SHORTFILLS**

- 40.1. Short fills occur when the service provider supplies unqualified personnel.
- 40.2. DPWI reserves the right to refuse service providers personnel who deem not to be qualified.
- 40.3. No payment will be due to the service provider when there is a shortage of personnel.

#### **41. SHORTFALLS**

- 41.1. Shortfalls occur when the required services are not supplied at any post on the worksite.
- 41.2. DPWI will only pay for time worked.
- 41.3. If a security officer arrives late for work or leaves early for any reason, the period of absence will not be paid unless the service provider fills the vacancies so created. Moreover, the absence of a security officer at a designated post without a replacement constitutes a shortfall for a portion of the shift.

#### **42. DOUBLE POSTINGS**

- 42.1. Whenever it becomes necessary to assign or reassign an individual to a post for the first time, the service provider shall arrange, at its expense, to have the new individual “double bank” with an experienced employee for at least a period of two (2) days before having the inexperienced individual take over any post on his or her own.
- 42.2. The service provider will bear the associated expense for the double postings.

#### **43. TURNOVER**

- 43.1. Turnover is the number of security personnel hired to replace those leaving or dropped from the service provider’s workforce.
- 43.2. The turnover rate will be expressed in terms of actual number of hired replacements.
- 43.3. Turnover will be calculated on an annual basis and a turnover rate in excess of the established rate will be considered unacceptable and may lead to penalties being imposed against the company.

43.4. The acceptable turnover rate is thirty percent (30%) or less of total number of personnel assigned to DPWI.

#### **44. LENGTH OF DAILY ASSIGNMENT**

- 44.1. No security person will be allowed to work more than 12 consecutive hours.
- 44.2. Only DPWI can declare an emergency and authorize the service provider to hold their security personnel beyond the 12-hour requirement. Nor shall any security officer report for duty with less than 12 hours rest from having worked a previous shift, unless such reporting is necessitated by an emergency.

#### **45. SUBCONTRACTING AND ASSIGNMENT**

- 45.1. The contract shall not be assigned or subcontracted in whole or in part, by the service provider without prior approval from DPWI.
- 45.2. Any attempted assignment or subcontracting hereunder without the prior written consent of DPWI shall be void.

#### **46. GENERAL**

- The appointed Service Provider'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 appointed Service Provider 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 appointed Service Provider shall not publicly display at any site any article or object which might be regarded as objectionable or undesirable.

#### **47. Schedule of Deficiencies and penalties**

NO.	DEFICIENCIES	PENALTY
1.	• Cell phone having less than R50 airtime on site	• R50 per incident
2.	• The Security Officer is on duty without a contracted Global System for Mobile and communication device, contracted cell phone or communication device this is not in working condition	• R100 Per incident
3.	• Security officer not posted on duty as agreed upon. • (Short posting)	• One shift cost Deduction • One shift cost deduction Per incident
4.	• Possession / The use of private cell phone by Security Officer whilst on duty	• R100 Per incident
5.	• The Security Officer is on duty without a pocketbook and pen	• R100 Per incident
6.	• Pocket book/Occurrence book of a security officer is written up in advance	• R100 Per incident
7.	• Pocket book/Occurrence book not written up hourly	• R100 Per incident
8.	• The Security Officer is on duty with a lower	• R1000 Per incident



	PSIRA grading as that required for site	
	•	
9.	• The Security Officer is on duty without a PSIRA Identification card	• R100 Per incident
10.	• The Security Officer is on duty without a flashlight in working order	• R100 Per incident
11.	• The security officer is on duty without a spotlight in working order	• R100 Per incident
12.	• There is no operational base radio on site where required	R100 Per shift
13.	• The security officer is without a hand-held radio for communication and/or is not in working order •	R100 Per incident
14.	• A security officer (required to carry a firearm) is on duty without a SABS approved bulletproof vest	• R500 Per incident
15.	• A security officer (required to carry a firearm) is on duty without a serviceable firearm or has a firearm without appropriate ammunition	• R500 Per incident
16.	• Possession of private firearm by security officer whilst on duty	• R1500 Per incident
17.	• Vehicle not as specified/un-roadworthy /inoperable / unavailable	• R500 Per incident
18.	• Self-posting and/or no parade or inspection of a security officer	• R500 Per incident
19.	• Late posting of a security officer/Security officers	• R500 Per incident
20.	• No visit from off-site Supervising Inspector to site	• R100 Per incident
21.	• Non-attendance on monthly meetings by managing member or director of the Appointed Service Provider	• R500 Per month
22.	• Unavailability of, and non-submission or late submission of any relevant documentation	• R200 Per incident
23.	• failure to complete or keep all relevant documents up to date •	• R200 Per incident
24.	• Failure to hand in or late submission of feedback report on the occurrence of an Incident (within 24 hours of incident)	• R200 Per incident
25.	• Security Officer Sleeping on duty	• R750 Per incident
26.	• Security under the influence of alcohol/drugs	• R750 Per incident
27.	• Security officers absent from duty/no security officer deployed	• R1000 Per incident
28.	• Failure by security officer to carry out a lawful instruction (Insubordination)	• R1000 Per incident
29.	• Negligence of duties/Failure to work according to procedures and a security breach occurred	• Total loss incurred Per incident
30.	• Failure to wear/have a complete uniform/PPE while on duty	• R500 Per incident

31	<ul style="list-style-type: none"> <li>K9 not as specified or described</li> </ul>	<ul style="list-style-type: none"> <li>R500 Per incident</li> </ul>
32	<ul style="list-style-type: none"> <li>K9 doghouse not neatly kept and/or no water, dogfood and medical care for the dog</li> </ul>	<ul style="list-style-type: none"> <li>R500 Per incident</li> </ul>

**48. THE FOLLOWING FUNCTIONALITY CRITERIA WILL BE APPLIED ON THIS BID:**

<b>FUNCTIONALITY</b>	<b>WEIGHTS</b>
<p><b>48.1. COMPANY EXPERIENCE</b></p> <ul style="list-style-type: none"> <li>Completed Security guarding services projects to the value of R 500 000.00 and above.</li> <li>Bidders to submit the following as proof of experience listed above:</li> <li>Appointment letters for the completed security guarding services projects as proof thereof.</li> <li>Reference letters matching the completed Security Guarding Services Projects registered above, letters must be stamped and signed by the client on a client's letterhead.</li> <li>Proven record for the completed security guarding service projects above will be evaluated as follows:</li> </ul> <p>1 Completed Project to the value of R500 000.00 and above 1 Point  2 Completed Projects to the value of R500 000.00 and above 2 Points  3 Completed Projects to the value of R500 000.00 and above 3 Points  4 Completed Projects to the value of R500 000.00 and above 4 Points  5 Completed Projects to the value of R500 000.00 and above 5 Points</p> <p>None submission of any of the above will result in a Zero (0)Score point</p>	30
<p>○ <b>HUMAN RESOURCES</b></p> <ul style="list-style-type: none"> <li>✓ Provide detailed Project Specific Organogram</li> <li>✓ 1 X Site Project Manager with the following qualifications:</li> <li>✓ 5 years working experience in Security Guarding Services project management positions</li> <li>✓ Security Management National Diploma (NQF level 6) or Higher</li> <li>✓ Valid PSIRA Grade A Certificate at the closing of tender</li> <li>✓ Certified ID copy</li> <li>✓ 2 X Site Supervisors with the following qualifications:</li> <li>✓ 3 Years working experience in Security Guarding Services Supervisory positions</li> <li>✓ Valid PSIRA Grade B Certificates at the closing of tender</li> <li>✓ Certified ID copies</li> <li>✓ 4 Grade C Security officers Dog handlers (DH2) with the following qualifications:</li> <li>✓ 2 Years working experience in Security Guarding Services Dog Handling</li> <li>✓ Valid PSIRA Grade C Certificates for all 4 officers at the closing date of tender</li> <li>✓ DH2 PSIRA &amp; SASSETA accredited certificate</li> <li>✓ A dog handler security officer working with a dog must have been trained at a</li> <li>✓ PSIRA and SASSETA accredited dog-training Centre. He/she must be in possession of a certificate issued by PSIRA, stating the level of competency regarding dog training DH 2 for patrol work.</li> <li>✓</li> </ul> <p>*Company</p> <p>- Copy of company PSIRA print out with 4 or more Security Officers Grade C, 2 or more Grade B and 1 or more Grade A</p>	30

<p>Certification of all the documents should not be older than six months at the closing date of tender</p> <p>Total of all listed above = 05</p> <p>The above will be evaluated as a cluster, any omission of the above requirements will result in a zero score (0)</p>		
<p><b>48.2. EQUIPMENTS</b></p> <ul style="list-style-type: none"> <li>• X 1 Proof of company vehicle ownership</li> <li>• X 2 Company handgun Firearms ownership for business purposes</li> <li>• X 2 Company Rifle Firearms ownership for business purposes</li> <li>• Commitment letter to provide the below listed equipment's in a signed, stamped company letterhead.</li> <li>• X 03 hand radios,</li> <li>• X 01 base radio,</li> <li>• X 03 hand cuffs,</li> <li>• X 03 torches,</li> <li>• X 03 whistles</li> <li>• X 03 baton sticks</li> </ul> <p>Total of all listed items above = 05 Points.</p> <p>The above will be evaluated as a cluster, any omission of a requirement will result in a zero (0) score</p>		20
<p><b>48.3. PEP (PROJECT EXECUTION PLAN)</b></p> <ul style="list-style-type: none"> <li>• Identify Project Deliverables and Activities through</li> <li>• Contingency Plan: ( Key activities and Logical sequence of activities)</li> <li>• Emergency Reaction plan</li> </ul> <p>Comprehensive Plan Covering all the above listed = 05 Points</p> <p>The above will be evaluated as a cluster, any omission of the requirements will result in a zero (0) score</p>		20
<b>TOTAL</b>		<b>100</b>

#### 49. SPECIFICATION

ITEM NO	DESCRIPTION	REMARKS
49.1.	<b>Service required</b>	
	Rendering of Security Guarding Services for a period of 24 months at the following location: Department of Public Works and Infrastructure <b>THABA TSHWANE SEWERAGE PLANT FARM 351 JR PORTION 7/R PRETORIA (24/7)</b>	
44.2.	<b>Day Shift Complement 06:00 – 18:00</b>	
	01 X Security Officer Supervisor Grade B	
	02 X Security Officer Grade C (Dog Handlers)	
44.3.	<b>Night Shift Complement 18:00 – 06:00</b>	

	1 X Armed (Handgun) Security Officer Supervisor Grade B	
	02 X Security Officer Grade C (Dog Handlers)	
<b>44.4.</b>	01 X K9 Trained Security Guarding Patrol Dog (Day & Night Shift)	
<b>44.5.</b>	<b>Site Manager</b>	
	Grade A Site Manager office based.	
	<b>TOTAL</b>	05
<b>44.6.</b>	<b>Security aids</b>	
	1 X Base radio (to be programmed to appointed Service Provider s frequency)	
	03 X Portable hand held radio's for all security officers	
	03 X Baton Sticks for all Security Officers plus supervisor	
	03 X Hand-cuffs for all Security Officers plus supervisor	
	03 X whistles for all Security Officers plus supervisor	
	03 X torches for all Security Officers plus supervisor	

## 50. TERMINATION OF SERVICE

- 50.1. 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.
- 50.2. The contract will be terminated immediately would the appointed Service Provider no longer qualify as Security officer in terms of the Security Officers Act, 198 (Act 92 of 1987).
- 50.3. The appointed Service Provider 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)
- 50.4. The appointed Service Provider 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)
- 50.5. The contract will be terminated if service delivery is not in accordance with the conditions of contract.
- 50.6. Contract will be terminated should it be found that the company use the Unregistered, unfit and incompetent security personnel.
- 50.7. The Contract will be terminated immediately if the department suffered a loss or damages to the property because of the appointed Service Provider '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 DPWI Security Manager.....Date.....

## PRICING SCHEDULE

Bid no: PT24/047

**Bid/ Project Description: RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE THABA TSHWANE SEWAGE PLANT FARM 351 JR PORTION 7/R PRETORIA FOR PERIOD OF 24 MONTHS**

### **RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AT THABA TSHWANE SEWERAGE PLANT FARM 351 JR PORTION 7/R PRETORIA FOR A PERIOD OF 24 MONTHS**

<b>SERVICE NEEDED FOR FIRST (12 MONTHS)</b>	<b>UNIT PRICE R</b>	<b>PRICE PER MONTH R</b>
01 X Security Supervisor Grade B for Dayshift: 06:00 – 18:00	R	R
02 X Security Officer Grade C (Dog Handlers) for Dayshift: 06:00 – 18:00	R	R
01 X Security Supervisor Grade B for Nightshift: 06:00 – 18:00	R	R
02 X Security Officer Grade C (Dog Handlers) Nightshift: 06:00 – 18:00	R	R
01 X K9 Trained Security Guarding Patrol Dog	R	R
Guard House	R	R
<b>SUB-TOTAL</b>	R	R
<b>15%VAT</b>	R	R
<b>TOTAL VAT INCL</b>	R	R
<b>GRAND-TOTAL PER ANNUM VAT INCL</b>	R	
<b>GRAND-TOTAL FOR 24 MONTHS VAT INCL</b>	R	



## RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AT THABA TSHWANE SEWERAGE PLANT FARM 351 JR PORTION 7/R PRETORIA FOR A PERIOD OF 24 MONTHS

SERVICE NEEDED FOR SECOND YEAR (12 MONTHS)	UNIT PRICE R	PRICE PER MONTH R
01 X Security Supervisor Grade B for Dayshift: 06:00 – 18:00	R	R
02 X Security Officer Grade C (Dog Handlers) for Dayshift: 06:00 – 18:00	R	R
01 X Security Supervisor Grade B for Nightshift: 06:00 – 18:00	R	R
02 X Security Officer Grade C (Dog Handlers) Nightshift: 06:00 – 18:00	R	R
01 X K9 Trained Security Guarding Patrol Dog	R	R
Guard House	R	R
<b>SUB-TOTAL</b>	R	R
<b>15%VAT</b>	R	R
<b>TOTAL VAT INCL</b>	R	R
<b>GRAND-TOTAL PER ANNUM VAT INCL</b>	R	
<b>GRAND-TOTAL FOR 24 MONTHS VAT INCL</b>	R	

## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>3</sup> in the enterprise, employed by the state?

☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

(<sup>3</sup>) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....

.

.....

.

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....

.....

### 3. DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>4</sup> will not be construed as collusive bidding.

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

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

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

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<sup>4</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.



For External Use

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

**I DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

\_\_\_\_\_

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

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

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

**RESOLVED that:**

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

\_\_\_\_\_

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

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

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

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

and who will sign as follows:

\_\_\_\_\_

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering 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 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 Tender Document)

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

- 1 \*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.

- 2 The Enterprise accept 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.
- 3 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:

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_

Postal Address:

Postal Code

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

	Name	Capacity	Signature
1			
2			
3			
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10			

The tendering 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 Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

## ENTERPRISE STAMP

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

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender 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:

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

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

—  
(project description as per Tender Document)

Tender Number: \_\_\_\_\_ (tender number as per Tender Document)

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

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

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

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender 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: \_\_\_\_\_

E-mail address: \_\_\_\_\_



	Name	Capacity	Signature
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2			
3			
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11			
12			
13			

The tendering 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).

## DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE THABA TSHWANE SEWAGE PLANT FARM 351 JR PORTION 7/R PRETORIA FOR PERIOD OF 24 MONTHS		
Tender / Quotation no:	PT24/047	Reference no:	1802

Date Bid Briefing Meeting: 27/11/2024

Time of Bid Briefing Meeting: 10:00

Venue: THABA TSHWANE SEWAGE PLANT FARM 351 JR PORTION 7/R PRETORIA

This is to certify that I, \_\_\_\_\_

representing

\_\_\_\_\_

attended the tender clarification meeting on: \_\_\_\_\_

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

## DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>Project title:</b>	<b>RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE THABA TSHWANE SEWAGE PLANT FARM 351 JR PORTION 7/R PRETORIA FOR PERIOD OF 24 MONTHS</b>		
<b>Tender / Quotation no:</b>	<b>PT24/047</b>	<b>Reference no:</b>	<b>1802</b>

1. I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

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

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

Tender Number: PT24/047

Name of Tenderer .....

☐ EME<sup>2</sup> ☐ QSE<sup>3</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

# 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>2</sup> EME: Exempted Micro Enterprise

<sup>3</sup> QSE: Qualifying Small Business Enterprise

## 1. 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, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

**Signed by the Tenderer**

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

## DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE THABA TSHWANE SEWAGE PLANT FARM 351 JR PORTION 7/R PRETORIA FOR PERIOD OF 24 MONTHS		
Tender / Quotation no:	PT24/047	Closing date: Tuesday, 21 January 2025	Time: 11:00

*Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.*

### 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 of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.						
2.						
3.						
4.						
5.						
6.						
7.						

## 1.2. Completed projects

Projects completed in the last 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

Name of Tenderer	Signature	Date



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

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 Preference Points System to be applied

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

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

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

PREFERENCE POINTS SYSTEM	80/20
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

### 1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in the table below are applicable:

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>• Any Account or statement which is in the name of the Bidder.</li> <li>Or</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> </ul>

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and</li> <li>Medical Certificate indicating that the disability is permanent or</li> <li>South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or</li> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)</li> </ul>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.</li> </ul>

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- “tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- “price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- “rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- “tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- “the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20      or      90/10

Where

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

80/20      or      90/10

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals</b> (HDI)	10	
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	
3. An EME or QSE or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by youth.*	2	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs



1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Construction Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
<b>Definition of “Black Designated Groups”</b>	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

3. I hereby declare under Oath that:

- ☐ The Enterprise is \_\_\_\_\_% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,  
☐ The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,  
☐ The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,  
☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

☐ Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of \_\_\_\_/\_\_\_\_/\_\_\_\_ the annual Total  
 Date/ month / year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

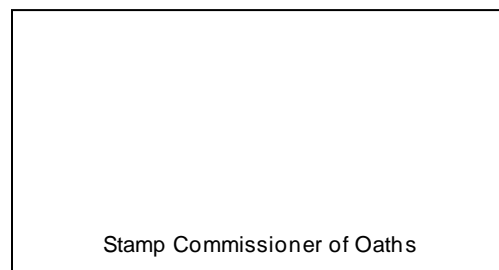
100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature \_\_\_\_\_

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

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp





## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Construction Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
<b>Definition of “Black Designated Groups”</b>	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

I hereby declare under Oath that:

- ☐ The Enterprise is \_\_\_\_\_% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,  
☐ The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,  
☐ The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,  
☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

☐ Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

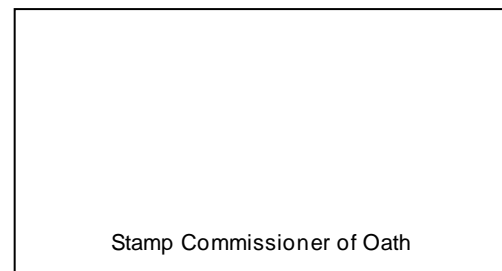
100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature \_\_\_\_\_

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

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp



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

**BID NUMBER: PT24/047**

**BID/ PROJECT DESCRIPTION: RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE THABA TSHWANE SEWAGE PLANT FARM 351 JR PORTION 7/R PRETORIA FOR PERIOD OF 24 MONTHS**

### **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**

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

### 35. 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 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

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

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

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

### **34. Prohibition of Restrictive Practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.