

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	DSDP 53/21	CLOSING DATE:	15 <sup>th</sup> of October 2021	CLOSING TIME:	11H00
DESCRIPTION	PROVISION OF PHYSICAL SECURITY SERVICE AT SASLAMANI OFFICE ACCOMMODATION, AGANANG ONE STOP CENTER, SESHEGO ONE STOP CENTRE, BOTLOKWA ONE STOP CENTER AND EISLEBEN CLINIC FOR 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Department of Social Development					
21 Biccard Street (Olympic Towers Building)					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Seopa PA		CONTACT PERSON	Ramalepe P	
TELEPHONE NUMBER	(015) 230 4440 / 079 699 2308		TELEPHONE NUMBER	015 230 4448 /071 443 4312	
FACSIMILE NUMBER	(015) 291 2226		FACSIMILE NUMBER	(015) 291 2226	
E-MAIL ADDRESS	SeopaPA@dsd.limpopo.gov.za		E-MAIL ADDRESS	RamalepeP@dsd.limpopo.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		

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

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TAX COMPLIANCE STATUS (TCS) CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TAX COMPLIANCE STATUS (TCS) PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



## DECLARATION OF INTEREST

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

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

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

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

1.2. Identity Number:.....

1.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):

.....

1.4. Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

1.5. Tax Reference Number:.....

1.6. VAT Registration Number: .....

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

<sup>1</sup>“State” means –

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

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....
Name of state institution at which you or the person connected to the bidder is employed : .....
Position occupied in the state institution: .....

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

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

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

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

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

1.8.1. If so, furnish particulars:
.....
.....
.....

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

2.9.1. If so, furnish particulars.
.....
.....
.....



**3. DECLARATION**

I, THE UNDERSIGNED (FULL NAMES AND SURNAME) .....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in

terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
  - (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
  - (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
  - (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
  - (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
  - (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
  - (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
  - (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
  - (l) **“non-firm prices”** means all prices other than “firm” prices;
  - (m) **“person”** includes a juristic person;
  - (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
  - (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
  - (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
  - (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
  - (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
3. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.



by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 6.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 6.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 6.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 6.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**7. BID DECLARATION**

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

**8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

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

(Points claimed in respect of paragraph 7.1 shall be in accordance with the table reflected in paragraph 5.1 and shall be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**9. SUB-CONTRACTING**

9.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

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

9.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

10.1 Name of company/firm:.....

10.2 VAT registration number:.....

10.3 Company registration number:.....

10.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

10.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

10.6 **COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

10.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a

result of having to make less favourable arrangements due to such cancellation;

- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES (*Full names, surnames and signature*)

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If yes, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If yes, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If yes, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If yes, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAMES AND SURNAME).....**  
.....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

# THE NATIONAL TREASURY

Republic of South Africa



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**

# GENERAL CONDITIONS OF CONTRACT

July 2010

## NOTES

The purpose of this document is to:

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

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

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

# TABLE OF CLAUSES

1. Definitions
2. Application
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## 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 anything 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 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 fulfillment 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 contract 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 not exceeding 10 years.

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

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

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

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

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

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

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

24.1. When, after the date of bid, provisional payments are required, or 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 procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the

bidder. This certificate must be an original issued by the South African Revenue Services.

- 33. National Industrial Participation (NIP) Programme**
- 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.



# LIMPOPO

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## PROVINCIAL GOVERNMENT

REPUBLIC OF SOUTH AFRICA

### DEPARTMENT OF SOCIAL DEVELOPMENT

#### TERMS OF REFERENCE REGARDING PROVISION OF PHYSICAL SECURITY AT SASELAMANI OFFICE ACCOMMODATION, SESHEGO ONE STOP CENTRE, BOTLOKWA ONE STOP CENTER, EISLEBEN CLINIC AND AGANANG ONE STOP CENTER

#### 1. DEFINITIONS

DEFINITIONS	
Acceptable Bid	Any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document
Administrative Requirements	This are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage
Asset	Refers to property , information and personnel
Bid	A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods
Bidder Agent	Any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Social Development or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department
Bidders	Any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Social Development to submit a bid in response to this bid invitation
Client	Government departments, provincial and local administrations that participate in Department of Social Development

	procurement processes
Comparative Price	The price after deduction or addition of non-firm price factors, unconditional discounts, etc.
Consortium	Several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid
Department	The Limpopo Department of Social Development
Disability	Means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being
Firm Price	The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract
Functionality	The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender document
Goods	Any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Social Development's delegate by the successful Bidder in terms of this bid
Joint Ownership	(also known as equity JVs) the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment
Joint Venture	Two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses
Management	In relation to an enterprise or business, an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director
Non-firm Price (s)	All price(s) other than firm price(s)
Organ of State	A constitutional institution defined in the Public Finance

	Management Act, Act 1 of 1999.
Person(s)	Refers to a natural and/or juristic person(s).
Prime Bidder	Any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her
Rand Value	The total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties
SMME	Bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996)
Successful Bidder	The organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid
Trust	The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person
Trustee	Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person

## 2. ABBREVIATIONS

The following are abbreviations that are being used constantly throughout this document:

Private Security Industrial Regulatory Authority	PSIRA
Identification card	ID card
Occurrence book	OB
Security officer	SO
Service provider	SP
South African Police Services	SAPS
Risk Management Unit	RMU
21 Biccard Street	Office
Request for Bid	RFB

## 1. PURPOSE

The purpose of this terms of reference is to invite suitable service providers to submit a proposal for the provision of physical security services at Saselamani Office Accommodation, Aganang One Stop Center, Seshego One Stop Centre, Botlokwa One Stop Center, and Eisleben Clinic for a period of thirty six (36) months.

## 2. INTRODUCTION

The Department of Social Development would like to appoint security service provider(s) that is(are) meeting minimum requirements of PSIRA that will be effective and efficient in ensuring safety and security of asset at Saselamani Office Accommodation, Aganang One Stop Center, Seshego One Stop Centre, Botlokwa One Stop Center, and Eisleben Clinic for 36 months.

## 3. BACKGROUND

The Limpopo Department of Social Development requires the provision of physical security services at Saselamani Office Accommodation, Aganang One Stop Center, Seshego One Stop Centre, Botlokwa One Stop Center, and Eisleben Clinic for the purpose of safeguarding the State property and personnel and ensuring access control at all sites.

## 4. SCOPE OF SERVICE IN THE DEPARTMENT OF SOCIAL DEVELOPMENT

4.1. The services to be provided herein cover the daily physical security provision at Saselamani Office Accommodation, Aganang One Stop Center, Seshego One Stop Centre, Botlokwa One Stop Center, and Eisleben Clinic.

4.2. The number of security officers needed will be as follows:

District / Local Municipality	Sites	Number of Grade D armed (Day Shift)	Number of Grade D unarmed (Day Shift)	Number of Grade D armed (Night Shift)	Number of Grade D unarmed (Night Shift)	TOTAL NUMBER OF GUARDS
Vhembe – Collins Chabane	Saselamani Office Accommodation	1	2	1	2	6
Capricorn – Polokwane	Aganang Stop-Centre	1	2	1	1	5
Capricorn – Polokwane	Seshego One Stop Centre	1	1	1	1	4
Capricorn – Molemole	Botlokwa One-Stop-	1	1	1	1	4

	Centre					
Capricorn – Molemole	Eisleben Clinic	1	1	1	1	4
	<b>Total Number of guards</b>					<b>23</b>

- 4.3. The services required will be for a period of thirty six (36) months.
- 4.4. The service provider(s) shall indicate on its proposal the costs per month all-inclusive which implies that no extra costs will be levied.
- 4.5. Security service provider(s) must pay the security officer for the work that he and she has performed as provided by National Minimum Wage Act, 9 of 2018, The Basic Conditions of Employment Act, 75 of 1997 as amended and the Basic Conditions of Employment: sectorial Determination 6: Private Security Sector.
- 4.6. The security service provider(s) has to take note that all descriptions indicated in the Illustrative Pricing Structure by PSIRA must be catered for during payment of security officers.
- 4.7. The minimum requirements when providing security services in the Department are as follows:
- 4.7.1. All security officers shall be PSIRA registered and have successfully passed the required PSIRA grading course as required by PSIRA. All security officers shall have an updated PSIRA registration card in their possession at all times.
- 4.7.2. The service provider(s) shall comply with the PSIRA requirements with an emphasis of the PSIRA Code of Conduct.
- 4.7.3. The service provider(s) shall conduct regular checks or execute patrol at least every hour around the premises as required and act when there is security breach.
- 4.7.4. The service provider(s) shall guard the Saselamani Office Accommodation, Aganang One Stop Center, Seshego One Stop Centre, Botlokwa One Stop Center, and Eisleben Clinic against intrusion of unauthorized entries.
- 4.7.5. The service provider(s) shall protect the Saselamani Office Accommodation, Aganang One Stop Center, Seshego One Stop Centre, Botlokwa One Stop Center, and Eisleben Clinic and employee's equipment and properties against act of vandalism, theft or sabotage.
- 4.7.6. The service provider(s) shall provide twenty four (24) hours of effective security and safety coverage of the Saselamani Office Accommodation, Aganang One Stop Center, Seshego One Stop Centre, Botlokwa One Stop Center, and Eisleben Clinic and maintain and record all occurrences in their pocket books / pocket note books and later be recorded in the OB.
- 4.7.7. All security officers shall wear appropriate clean uniform while on duty without exception.

The service provider(s) shall comply with the type of uniform specified on the site job descriptions and the Service Level Agreement.

- 4.7.8.** Each security officer must be physically and mentally capable of performing all assigned duties. The service provider(s) must ensure that each employee is able to provide the required services by ensuring that regular customized training is provided to security officers. The department reserves the right to review all minimum requirements in terms of provision of services and instruct the removal of any security officer who is unable to perform his or her duties accordingly.
- 4.7.9.** Security officers are at least required to read, write and speak and understand English.
- 4.7.10.** Security officers are to be professional, courteous, friendly, tactful and helpful at all times and at the same time be firm in executing their duties.
- 4.7.11.** Security officers are to maintain a high standard of discipline and smartness in appearance at all times.
- 4.7.12.** Security officers are not permitted to bring in any friend or relatives in the departmental premises at any point in time during the execution of their duties.
- 4.7.13.** Security officers shall be expected to report to work on time and for a particular shift as designated per site job description.
- 4.7.14.** Security officers that are supposed to possess firearms within the service area must have undergone relevant practical training on the proper, safe handling and use of firearms from an accredited training institution. Over and above that they must be in possession of a valid Competency Certificate for the handling and use of firearms.
- 4.7.15.** It is compulsory for the Directors of the companies to be in possession of valid competency certificates.
- 4.7.16.** No security officer shall be allowed to work more than twelve (12) hours on any day. Security Officers must be given a rest period of at least thirty-six consecutive hours as prescribed by Sectorial Determination.
- 4.7.17.** No security officer will be allowed to leave his / her post without being properly relieved and it is the service provider's responsibility to provide continuous uninterrupted security services.
- 4.7.18.** The service provider(s) shall have not less than Five hundred thousand rand (R500 000.00) Public Liability Insurance. This requirement does not imply that the department is in contract with Public Liability Insurer. The claims in relation to loss if a breach of security resulted by negligence which incriminate security officers has occurred at the departmental facilities shall be recovered from the monthly claims of the service provider(s) who will in turn claim from his / her Public Liability Insurer. The value of the claim shall be as per departmental

Asset Register without any depreciation.

## **5. ACCESS CONTROL (PEDESTRIAN)**

- 5.1** The security officers shall control the entry and exit of all people entering / exiting the premises in accordance with the provisions of Control of Access to Public Premises and Vehicles ACT no 53 of 1985. Where the security officer continuously fails to adhere to this measure, Risk and Security Management Unit must escalate the matter to the management of the Security Service provider(s) for further appropriate actions.
- 5.2** The security officer shall verify that all persons have proper ID cards belonging to that particular individual, visibly displayed at all times.
- 5.3** The security officers are responsible for ensuring that all the requirements in terms of accessing the departmental facilities are adhered to at all entry / exit points and whenever conducting security patrols.
- 5.4** Whenever the security officer continuously fails to adhere to this measure, Risk Management Unit must escalate the matter to the management of the service provider(s) for further appropriate actions.
- 5.5** Any person without a proper ID card shall not be allowed access the premises.
- 5.6** If the employee forgot his / her ID card or lost it, he / she must be treated as a visitor and register in the Employee Register.

## **6. EXCEPTIONS TO THE PROCEDURES**

- 6.1** There will be no exceptions to the procedures as such
- 6.2** Employees without authorized access cards to a specific site must be treated as visitors and their details recorded on the visitors register. However, employees do not require escorting.
- 6.3** Security guarding may be necessary at workshops, storerooms or other special areas and that shall be determined by the site job description.
- 6.4** Any problems or unusual occurrences must be recorded in the OB and reported to RMU (or his/ her authorized delegate).
- 6.5** In the event of an emergency occurring after hours, the RMU and the relevant emergency management organization must be contacted immediately.

## **7. ACCESS CONTROL (VEHICLE)**

- 7.1 The security officers shall control the entry / exit of vehicles in / out of the Centre.
- 7.2 Dispatching and receiving goods procedures may include specific security responsibilities to be performed by the security officers. The RMU shall issue the necessary instructions on the recording of the goods received or dispatched. Under no circumstances must security officers receive goods on behalf of the department.

## **8. ACCESS CONTROL AFTER HOURS, WEEKENDS AND PUBLIC HOLIDAYS**

- 8.1 All persons (employees and non-employees) accessing the facilities after working hours, weekends and public holidays are required to record all relevant information in the After Hours Register maintained by The security officers.
- 8.2 The security officers must ensure all information is legible and accurate.
- 8.3 Any attempts of unauthorized access shall be recorded in the OB and access shall be denied. The matter shall also be reported to RMU immediately.
- 8.4 These procedures are applicable for vehicles as well as pedestrian access to facility.

## **9. PROCEDURES AND RECORD KEEPING**

- 9.1 The RMU and SO shall agree to which registers are required on site. All registers and Occurrence Books are to be purchased by the service provider(s) and should be available at all job sites (guard posts), maintained by the security officers and properly archived for future reference (audit trail). All registers are to be uniform (unless specified otherwise and agreed with RMU). All registers and Occurrence Books shall remain the property of the department.
- 9.2 Occurrence Books (OB) must be kept at all security posts. All security related incidents and any unusual occurrences must be recorded per OB reference number with adequate details for easy understanding e.g. a bomb threat or fire alarm should be recorded in the OB and all details noted as to time / duration / disposition, etc. Whenever in doubt, record all details in the OB.
- 9.3 All full registers and OBs must be handed to the RMU for filing and safeguarding purposes.
- 9.4 All keys must be managed and controlled by the RMU.
- 9.5 Removal of departmental assets and bringing employee or visitors' properties into the departmental premises must be done in accordance with the relevant policy and procedures.
- 9.6 Equipment and/ or property removal procedures should strictly be complied with at all times. Whenever the department's property is being removed from the premises, the appropriate removal permits (to be supplied by the department) must be completed with all the necessary documentation.
- 9.7 Employee's / visitor's personal property, such as (but not limited to) laptops, PCs, etc. brought on the department premises must have a permit form (to be supplied by the department) be completed with all the necessary documentation.

- 9.8** Search of persons and / or vehicles entering / exiting the department premises are the responsibilities of the security officer and must be done in accordance with the Access to Public Premises and Vehicles Act and the law in general. The service provider/s shall be regarded as independent service provider/s and as such they must ensure that they comply with the law.
- 9.9** Search of persons: A private person (including the security officer) does not have the right to search any person physically without the usage of metal detector. However, the security officer may confiscate any article believed to have been used or is part of the commission of an offence or which may be used as evidence or intended to be used or which on 'reasonable grounds' is believed to be used in the commission of an offence.
- 9.10** Any article confiscated must be given to a police official as soon as possible. Also, the security officer's supervisor and RMU must be informed immediately and all information be recorded in the OB. The security officer shall provide detailed report on incident as soon as possible.

## **10. EXCEPTION FOR SEARCH**

- 10.1** Any persons lawfully in charge of the premises (including The security officer,) who reasonably suspects that in any area of the premises that he/she is guarding there may be:
- 10.1.1** Stolen goods
  - 10.1.2** Dependence producing drugs
  - 10.1.3** Arms or ammunitions
  - 10.1.4** Any other dangerous weapons
  - 10.1.5** Explosives, may declare the area inaccessible and further evacuate all staff members and clients until police have arrived.

**Note:** Any of the above articles found must be taken to a police official as soon as possible with the exception of 'explosives' and inform Risk Management unit to secure explosives to avoid disturbing them and risk danger to employees or other personnel. The relevant emergency numbers and procedures shall apply.

## **11. SEARCH WITH CONSENT**

- 11.1** Searches with the consent of the person searched is permitted, If the person searched refuses to be searched, such person must not be allowed to enter the premises, unless the refusal to be searched is critical, such consent must be free and voluntary given and preferably in the presence of a witness.
- 11.2** There should be a separate room or office (with a door) to conduct the search of a person.

- 11.2.1** Search of any person must be made with due regard to decency and order. Another woman can only do search of a woman. In all cases of searching a person, it is advisable for the security officer to have a witness. This incident should be recorded in detail in the OB and signed (initiated / dated), by the searched person and witness.
- 11.2.2** The security officer with regard to all the above rules/regulations pertaining to person searches must conduct search of vehicles entering / exiting the departmental premises.
- 11.2.3** The security officers must not only open the boot on a properly conducted search, but should have the vehicle pull off to the side and physically search the inside of the vehicle, under the seats and in hand baggage etc. Any refusals for searches must be immediately reported to the RMU and recorded in the OB. Vehicle searches are to be done as prescribed by RMU directives / policy / site job description.
- 11.2.4** Any refusals for search should cause the security officers to be more alert to details regarding description of vehicle / person and of any boxes / briefcases / equipment etc. inside (and visible in) the vehicle.

## **12. REFUSAL TO SEARCH BY EMPLOYEES AND OR VISITORS**

- 12.1** Refusal to search by employees and or visitors must be recorded and processed according to the following procedures:
- 12.2** Any employee who refuses to allow his / her property (or vehicle) to be searched may be detained only if there are reasonable grounds for believing that he / she is in possession of unauthorized property
- 12.3** Visitors who refuse searching of their vehicles should not be allowed access in the facilities unless prior approval has been granted by the departmental authorities.
- 12.4** Any of the above incidences should be reported to the Centre Management immediately.

## **13. ACTION TO BE TAKEN BY THE SECURITY OFFICER WHENEVER HE HAS ANY DOUBTS**

- 13.1** All departmental employees should be immediately reported to Centre Manager and record of all details must be executed.
- 13.2** Visitors shall be reported to the RMU (including vehicle registration number, if available) even though they might have left the premises.

## **14. RESPONSIBILITIES OF THE SECURITY OFFICER**

- 14.1** The responsibilities of The security officer are as follows:

- 14.1.1** Observe, record and correct (if possible) any / all security breaches (for example – fence holes, gates broken, etc.). Report all incidents to the RMU and relevant OB entries shall be made.
- 14.1.2** Recognize and report any signs of attempted and or successful unauthorized entries in the facility. Record details in OB for further reference.
- 14.1.3** Observe, record and report any fire, electrical and or safety hazards to the RMU and other relevant authorities. Where possible, immediately rectify those hazards.
- 14.1.4** Observe, record and report any unauthorized persons / vehicles.
- 14.1.5** Ensure that all emergency entrances / exits are not obstructed and are operational.
- 14.1.6** Ensure that all security lights are functioning properly.
- 14.1.7** Ensure that all fire hoses, extinguishers and smoke detectors have not been tampered with and report any defects to the RMU. Record the relevant defects in the OB.
- 14.1.8** Ensure that all windows, doors and gates are locked and the technical access control system (and alarms) is operational. Report all the defects immediately to RMU and record in OB.
- 14.2** Shift relief must be completed by all security officers in the same, uniform method of procedure as described in this document or site job description.
- 14.3** The security officer shall not leave his / her post of duty until the delegated officer has arrived and is satisfied that all is in order.
- 14.4** The security officer taking over must satisfy himself / herself that all is in order before accepting full responsibility. He / she must check that any equipment, torches, two-way radios, telephones, firearms, etc. are on hand and in operational order. He / she must also ensure that all required registers are up to date and on hand. Should there be any keys on hand, these must also be checked. The security officer taking over duty must sign all appropriate registers thereby verifying that all is in order.
- 14.5** In cases where security officers perform patrol duties, the security officer going off duty and the one reporting for duty shall do one patrol together to ensure that all is in order before duty is handed over.
- 14.6** The security officer going off duty must stay and witness the security officer taking over. He / she must make an entry in the OB stating his / her name and that he / she have handed over duty and full responsibilities to the new officer, stating his / her name. He / she must also state everything is in order and all equipment used is operational.
- 14.7** The security officer going off duty must make an OB entry confirming that duty and responsibilities have been taken over. He / she must also confirm that everything is in order and all equipment is on hand and operational.
- 14.8** Should the relief security officer not arrive, the security officer on duty must inform his / her supervisors and make the necessary arrangements to be relieved. In this instance the

security officer shall remain on duty until such time as he / she has been relieved.

- 14.9 The security officer are required to perform patrol functions and Access Control within the whole departmental facilities.
- 14.10 Patrols are to be done on foot unless specified differently by Risk Management Unit.
- 14.11 The security officer must ensure that he / she clocks in at all the checkpoints and within the required time intervals at all locations enhanced with security control clocking systems. All defects or tampering with these clocking systems must be reported to the security supervisor and the Security Administrator immediately. An appropriate OB entry must also be made.
- 14.12 All patrols and any irregularities must be recorded in the OB and reported to relevant individuals.
- 14.13 Security officers on patrol must ensure that all persons encountered are visibly displaying their identity cards. Any individuals that are suspected of not being the employees of the department must be confronted. The situation shall be resolved with the individual producing his / her ID and must be reported to Risk Management office as soon as possible.

## **15 COMMUNICATION AND ASSOCIATED EQUIPMENT TO BE PROVIDED BY SERVICE PROVIDER**

- 15.1 Whenever a location requires more than one-security post and / or security patrols, the service provider(s) must provide two-way radio for communication between its employees to ensure their safety. All two-way communication equipment must be operational and functioning at all times. RMU shall check this equipment and any defects handled accordingly.
- 15.2 Where possible, the department shall provide telephones at all security posts (with few exceptions) to be used for official business only. Under no circumstances shall the telephones be used for personal calls by the security officers or the service provider's staff. The service provider shall be responsible for any personal calls made by the security officers or their staff.
- 15.3 A telephone call register must be maintained at all posts where the telephones are installed. The costs related to all personal and non-work related calls shall be recorded and expended from the service provider's claims.
- 15.4 All security officers shall be provided with torches that are always in good working order by the service provider.
- 15.5 Any equipment required shall jointly be agreed upon by the service provider(s) and the RMU per site requirements. The service provider(s) shall provide all required equipment.
- 15.6 The service provider(s) shall provide proof that at least minimum wages as per statutory requirements are being paid to all security officers. In addition, the service provider(s) must provide (upon request by the RMU) their annual receipt of paying provisional taxes.
- 15.7 Under no circumstances shall the service provider(s) or their employees be allowed to use the department assets (for example but not limited to photocopy machines, paper, staples, etc.) without the written permission of the RMU.
- 15.8 All registers kept by the service provider(s) are the property of the department. These

registers and records shall remain filed at the departmental premises and shall not be removed for any reason without the written permission of the Risk Management unit.

## **16 CONTINGENCY PLANS**

**16.1** The service provider(s) must have contingency plans to cover the following scenarios:

**16.1.1** A strike by the service provider's security personnel.

**16.1.2** Provision of extra security officers to assist the department in event of labour unrest / strike situations at the departmental facilities.

**16.1.3** Provision of extra security officers to assist the department in event of ad hoc security related operations, e.g. ad hoc searching of all vehicles entering or leaving the departmental premises, searching of a building, etc.

**16.1.4** Any changes to the detailed contingency plans shall be communicated to Risk Management unit by service provider(s).

**16.1.5** The RMU shall safeguard the original contingency plan. The SO shall keep copies. No alterations shall be made to the contingency plan without mutual consent of parties mentioned above. Final approval of any alterations shall be the responsibility of the department.

**16.1.6** The contingency plan must also cover situation where security personnel did not report for duty as per duty register.

**16.1.7** The contingency plan must cover unforeseeable circumstances where in the Department does not pay the service provider(s) on time.

## **17 STRIKE ACTION BY SECURITY PERSONNEL**

**17.1** Should the security personnel embark on strike action, which is caused by the failure of the service provider(s) to pay wages and as a result the department's premises are left unattended to or no contingency plan is given; the service provider(s) shall be in breach of the contract. Such breach shall entitle the department to terminate the contract with immediate effect without giving the service provider(s) any notice of the intention to terminate.

**17.2** In order to reduce the risk on non-payment of security personnel, the Department will require the appointed service provider(s) to submit the signed contracts between security personnel within 30 days after the appointment.

**17.3** Should the service provider, experience strike action or a lock out, by or in relation to staff employed by him / her, which results in a delay or in the provision of the services, the service provider(s), shall immediately submit a contingency plan acceptable to the department to ensure continuity of services.

**17.4** In case the service provider(s) fails to submit the required plan within three (3) hours, the department reserves the right to acquire such services from another service provider(s) through any other means as provided for by the departmental policies. Should the services

required be in excess of the current contract, the contractor shall be liable for the excess amount paid to the service provider(s).

- 17.5** Failure by the Service provider(s) to provide contingency plan within stipulated time, the Department will engage the third party to render similar service and the service provider(s) will be informed of such decision.

## **18 PROTECTION SERVICES**

- 18.1** The service provider(s) shall be required to provide protection services at all times which may include the following:

**18.1.1** Protection of the department site and premises.

**18.1.2** Protection of assets, information, and employees.

## **19 SERVICE PROVIDERS PERSONNEL OBLIGATIONS**

- 19.1** Before commencing with services at the departmental site, the service provider(s) shall provide RMU with the following information and documentation:

**19.1.1** List of managers / supervisors who shall authorize services being rendered on the site. This list shall include office and after hours / weekend telephone contact numbers.

**19.1.2** List of security officers who shall be working on a specific site. This list shall contain the following information:

**19.1.2.1** Name and Surname

**19.1.2.2** PSIRA registration number

**19.1.2.3** PSIRA grading

**19.1.2.4** Identification number

**19.1.2.5** The above list shall be updated whenever security officer(s) details change.

## **20 FIRE**

**20.1** When security officer(s) are on duty and a fire is detected, they must immediately inform the nearest Fire Brigade and other emergencies. The security officer must inform the RMU (or appointed delegate) immediately. The incident must be recorded in detail in the OB.

**20.2** If it appears to be an extinguishable fire, then the security officer must first attempt to extinguish it before calling the fire brigade. Where there is more than one security officer on site, one should inform the relative parties mentioned above while the other(s) attempt to extinguish the fire. OB entries to be made for reference checks.

**20.3** A full detailed report is to be provided to the RMU within twelve (12) hours of the incident.

**20.4** It is imperative that the local emergency numbers are available at all security points. The RMU shall provide these numbers.

**20.5** Where necessary a more detailed procedure shall be provided in the departmental Emergency Plan.

## **21 WHERE SECURITY SERVICES SHALL BE REQUIRED**

**21.1** Physical security services would be required at Saselamani Office Accommodation, Aganang One Stop Center, Seshego One Stop Centre, Botlokwa One Stop Center, and Eisleben Clinic.

**21.2** Identified sites where administrative functions are performed and identified sites where equipment and assets are stored for a specific period and no additional costs will be levied unless agreed upon by the parties and reduced to writing.

## **22 INVOICES AND PAYMENTS**

**22.1** Invoices for services rendered must be sent to the Centre manager for certification prior to payment processes.

**22.2** Failure to submit the invoice on time will delay the payment.

**22.3** Payments to service provider(s) shall be done in accordance with conditions stipulated in the contract document between the department and the security service provider(s).

## **23 GENERAL**

**23.1** The RMU shall provide the service provider(s) with a detailed list containing site addresses, contact persons names and telephone numbers of management of the facility. .

**23.2** The RMU shall provide lockable facilities wherein the keys can be safeguarded whenever the security officers are required to perform key control functions.

**23.3** Examples of security system are, but not limited to turnstiles, mantraps, CCTV cameras, security patrol clocking system, card readers, etc.

**23.4** The service provider(s) shall be responsible for immediately reporting any maintenance or repairs that need to be carried out by the Department at sites.

**23.5** The Department shall be responsible for ensuring that all perimeter fences, gates, security and terrain lights are in a good state of repairs. The security officers are responsible for reporting any observed deviations in perimeter security to their supervisor. The security supervisor must report problems to the facility manager and logged in OB.

**23.6** Each RMU shall be allocated specific sites for which he / she shall be responsible for liaising with the relative SOs. The RMU shall be responsible for contract management to ensure that the service provider(s) renders the required service in accordance with the signed contract and that the standard of service rendered is to the department's satisfaction.

**23.7** The RMU shall provide the SO with a suitable guard hut and an office / room where body searching can be conducted should it be necessary.

**23.8** The RMU shall be responsible for repairing all security breaches (holes in fence, broken windows, non-functioning access control systems, etc.) reported within 24 hours. Where these security breaches cannot be repaired within this time frame, the RMU and SO must

introduce contingency plans to ensure that no losses are suffered as a result of the security breach.

- 23.9** The department shall ensure that there is adequate security and terrain lighting on all sites. Recommendations or problems encountered should be reported to the Security Administrator immediately in writing.
- 23.10** The RMU shall provide all security points with emergency contact telephone numbers which will include the RMU (or delegates) after hours contact telephone number list. The RMU' Office, home and cellular phone number shall only be available to the security officers' management team.
- 23.11** Where firearms (those of the departmental employees and visitors) are handed in at security points, the service provider(s) shall provide gun safe in which to safeguard all firearms.
- 23.12** The department shall provide patrol-clocking systems on particular sites.
- 23.13** The Department reserves the right to do vetting / record checking on any security officers should it be a specific job requirement or should it be deemed necessary.

## **24 THE DEPARTMENT'S OBLIGATIONS**

### **24.1 DETAILED STANDARD OPERATING PROCEDURES READ TOGETHER WITH SECURITY DUTIES**

- 24.1.1** The RMU shall be responsible for providing security duties for all sites / security points where physical security services are required.
- 24.1.2** No alterations, deletions or additions may be made to the job descriptions without the Security Manager's signature and approval. Permanent alterations to be ratified by means of signatures of relevant parties.
- 24.1.3** Copies of the standard operating procedure together with security duties to be distributed as follows:
  - 24.1.3.1** Original – Department
  - 24.1.3.2** Copy – Service provider
- 24.1.4** Standard operating procedure together with security duties shall be reviewed on a regular basis. Any proposed amendments shall be negotiated with the RMU and the service provider.
- 24.1.5** Once the amendments have been agreed upon by all the above, they shall be ratified by signatures to the relevant document. RMU shall have final approval of all amendments. Copies of the amended job description shall be forwarded to all the relative role players, including Supply Chain Management.
- 24.1.6** The RMU shall decide which site registers shall be required.
- 24.1.7** The types of registers may include, but not limited to the following:
  - 24.1.7.1** Occurrence book (OB)
  - 24.1.7.2** Visitor register

- 24.1.7.3 After hours register
- 24.1.7.4 State Vehicle register
- 24.1.7.5 Firearm register
- 24.1.7.6 Visitor Vehicle
- 24.1.7.7 Key register, etc.
- 24.1.7.8 Assets Register

24.1.8 The job description shall contain, but not be limited to the following information:

- 24.1.8.1 Type of site where security service is required.
- 24.1.8.2 Hours of duty for which security service is required.
- 24.1.8.3 Type of security service required, e.g. access control, static guarding, patrols and protection.
- 24.1.8.4 Grade of guard e.g. Grade C/D or above.
- 24.1.8.5 Dress code e.g. combat or corporate type of uniform.
- 24.1.8.6 Detailed description of what security functions the security officer(s) are required to perform.
- 24.1.8.7 Details of any site special requirements, i.e. verifying if offices are locked, checking fire hoses and extinguishers are not missing or broken, access controls functioning properly, etc.
- 24.1.8.8 List of registers to be maintained.
- 24.1.8.9 Security officers functions in the event of an emergency.
- 24.1.8.10 Whether the security officer should be armed or not.
- 24.1.8.11 Whether two-way radios or remote panic buttons are required.
- 24.1.8.12 The amount of the required liability insurance cover.
- 24.1.8.13 The types and number of firearms required.
- 24.1.8.14 Any other site specific requirements designated by the Department.

## 25 HOURS OF DUTY

25.1 The Department reserves the right to change the duty hours to suit its requirements. Changes to duty hours shall be conveyed to the service provider(s) at least 1 (one) week prior to the change being implemented. In case of an emergency, the matter shall be handled in a manner to be agreed upon between the RMU and the service provider.

## 26 GUARD HUTS / SHELTERS

- 26.1 The department shall provide suitable guard huts / shelters for the security officers at all sites where physical security services are being rendered.
- 26.2 The RMU shall ensure that a table and an appropriate number of chairs are provided in the guard hut / shelter.
- 26.3 In cases where there is no electricity, the department shall provide appropriate lighting.
- 26.4 The department shall also provide proper toilet facilities. In addition, the RMU shall ensure

that the telephone service is provided at specific security points and programmed only for reception and emergency numbers.

**26.5** In the event of the department being unable to provide these facilities the service provider(s) may be requested to provide them. Responsibility for providing these facilities shall be mutually agreed upon between the department and the service provider. The department shall provide toilet paper, soap and hand towels (or other means to dry hands).

**26.6** The service provider(s) shall be responsible for maintaining general good housekeeping of all security posts, huts and other facilities within their working areas. For example, no trash on floors or in parking areas, no clogging toilets, no smoking in restricted areas, etc.

## **27 SECURITY SITE JOB DESCRIPTION**

**27.1** Uniform shall be combat

**27.2** The following registers shall be used:

- 27.2.1** After hours register
- 27.2.2** Occurrence Book
- 27.2.3** Visitors register
- 27.2.4** Firearm register( security officers)
- 27.2.5** Private owned vehicle register
- 27.2.6** Delivery vehicle register
- 27.2.7** Firearm register for personnel and visitors
- 27.2.8** Government motor vehicle register
- 27.2.9** Lost and Found Property register
- 27.2.10** Key control register
- 27.2.11** Employee Access Register

**27.3** Security equipment to be used:

- 27.3.1** Torches/ flash lights
- 27.3.2** Baton and handcuffs plus
- 27.3.3** Rain suits
- 27.3.4** Fire arms
- 27.3.5** Two way radios
- 27.3.6** Pocket books

## **28 STANDARD OPERATING PROCEDURES FOR SECURITY OFFICER**

### **28.1 INTRODUCTION**

These Standard Operating Procedures is given to the security officer to ensure that they maintain and comply with the Department of Social Development rules and policies. It is also extremely

important for them to know exactly what the employer specifically expects of them. These are enforced by authorized representatives of the Department of Social Development.

## **28.2 NON-DISCRIMINATION**

Security officer are required to give service to all regardless of their race, sex, creed, skin, colour, national origin, age, disability or medical condition, contractor, visitors and staff.

## **28.3 PROFESSIONALISM**

The security officer should always maintain a professional manner, have professional appearance and exhibit a positive attitude. They should be friendly and helpful at all times. The security officers should be able to greet the visitor politely. Explain the procedures that are going to be followed e.g. searching of the vehicle, personal belongings and confiscation of prohibited articles.

- 28.3.1.** All guards to report to duty fifteen (15) minutes before time.
- 28.3.2.** Time IN and OUT of the guards should be recorded in the OB and posting sheets.
- 28.3.3.** Under no circumstances can a guard leave the security post before the arrival of the next guard on duty.
- 28.3.4.** Security officer should be courteous, polite and tactful and that at the same time be firm in executing their duties.
- 28.3.5.** Smoking, drinking and eating while performing duty is strictly prohibited.
- 28.3.6.** At any time security officer are not allowed to wear slippers or sandals while on duty.
- 28.3.7.** Physically fitness is essential to the success of security officer in this field. When dealing with an irate person, the security officer should make all attempts to de-escalate the situation and take control.
- 28.3.8.** The service provider(s) must ensure that all his security officers have a basic understanding of services that are rendered by the department at its institutions.

## **29 ATTIRE**

**29.1** Security officer should always be smartly dressed in full uniform at all times while on duty. An identification card must be worn and contain the following:

- 29.1.1** A photograph of the relevant security personnel.
- 29.1.2** Initials and Surname.
- 29.1.3** Identity number.
- 29.1.4** PSIRA registration number and grading

**29.2** The standard uniform must consist of at least the following:

- 29.2.1** Shirt
- 29.2.2** Belt
- 29.2.3** Protective clothing against weather ( e.g. raincoat)
- 29.2.4** Jacket
- 29.2.5** Shoes / Boots
- 29.2.6** Socks

**29.2.7** Pants

**29.2.8** Company Insignia

## **30 REGISTRATION OF SECURITY OFFICERS**

The security officer should be registered with PSIRA and be in good standing.

## **31 EMERGENCY**

**31.1** The security officer should have received training on how to respond to emergency situations. Any suspicious activity should immediately be reported to the supervisor. The emergency contact numbers must be furnished to the service provider(s) on their commencement of duty on site.

**31.2** In event of fire, the following actions must be taken no matter how small the fire might be:

**31.2.1** Try to extinguish the fire or prevent it from spreading.

**31.2.2** The security officer to assess the situation and request assistance from the fire brigade.

**31.2.3** Direct the fire brigade to the fire.

**31.2.4** Assist the fire brigade in any way possible.

**31.2.5** In the event of natural disaster, the following actions must be taken:

**31.2.5.1** The service provider(s) must notify the security manager.

**31.2.5.2** The security officer must assess the situation determine the extent of the damage.

**31.2.5.3** Keep inquisitive people away and prevent looting.

## **32 REPORT WRITING**

Security officer should be able to write incident reports and be able to keep an accurate daily activity log, with full details, time, location and a description of events. All incidents must be recorded in the OB red inked.

## **33 WORKING AS A TEAM**

The security officer need to work as a team with other security personnel, and not allow any personal differences to interfere with professional relationships. Each security guard should be able to rely on one another especially in the event of an emergency. Security officer need to communicate with one another so that everyone is on the same page.

## **34 CHAIN OF COMMAND**

The security officer should always respect the chain of command and talk directly to their supervisor regarding any issues that concerns them.

## **35 RESPONSIBILITY**

**35.1** To provide twenty four (24) hours of effective security and effective coverage of the facility and premises.

- 35.2 To notify and report to the shift supervisor on any irregularities or occurrences during their patrolling duties.
- 35.3 To maintain and record all occurrences in the Occurrence Book and pocket books.
- 35.4 To ensure that the security post is kept clean at all times.
- 35.5 To conduct regular checks / patrolling duties around the premises as required.
- 35.6 Guarding the premises against intrusion on unauthorized entries.
- 35.7 Protecting equipment and properties against act of vandalism, theft or sabotage.
- 35.8 Permitting only authorized person' visitors / vehicle to enter the premises.
- 35.9 Maintain an updated record of those entering and exiting, including vehicles and others.
- 35.10 To maintain a high standard of disciplines and smartness in appearance at all times.
- 35.11 Security personnel are not permitted to bring in any friends or relatives into the premises at any point in time.
- 35.12 Supervisors must visit the guard post at least twice a day, i.e in the morning and afternoon.
- 35.13 To manage all the entrances guard post diligently.
- 35.14 Ensure that all vehicles entering without access cards are registered irrespective of employees, visitors, contractors etc.
- 35.15 All vehicles must be registered in the relevant register with date, time, and registration number, name of driver, identity number and business unit / name of individual visited.
- 35.16 In case of visitor / contractor, the security guard must call the host telephonically for permission before allowing entry. The host must come to the guard post to escort visitor into his / her office. No exception.
- 35.17 If unable to get the host, security guard must not allow entry of the visitor.
- 35.18 The visitor must be given a visitor pass.
- 35.19 The same procedure for registration as above will be applied for walk-in visitors.
- 35.20 To look out for illegal and suspicious activities.
- 35.21 Inform and report to the Security Manager / Security Supervisor immediately on all matters pertaining to theft, irregular incidents, firefighting or accidents.
- 35.22 Request from all visitors and contractors politely for identification and make the necessary recordings and issuance of pass.
- 35.23 Give direction or direct the visitors in a pleasant manner.
- 35.24 Issuing and collecting of visitor pass in exchange for identity books, identity cards, driver's license when entering or leaving premises.
- 35.25 Record in the Occurrence Book or pocket book on any observations.
- 35.26 Be alert at all times and ensure that no unauthorized person enters the premises. To report immediately to the Security Manager / Security Supervisor of any unusual occurrences or refusal by visitors, contractors to follow procedures.
- 35.27 No vehicle to be parked at the entrance of the main gate and along the road.

## **36 PATROLLING**

- 36.1 Check the premises and perimeter fencing and ensure that there are no security breaches.
- 36.2 Ensure that no vehicles are parked in unauthorized area.

**36.3** Foot patrol to be done hourly.

**36.4** The security officer should ensure that the building and facilities are secured and lights, air conditioning are switched off. To report such energy wastage in the Occurrence Book and pocket book for the attention of the Security Manager / Security Supervisor.

## **37 EQUIPMENT**

**37.1** Security officers should be issued with the following equipment's by the security company:

**37.1.1** Baton

**37.1.2** Handcuffs

**37.1.3** Pocket books

**37.1.4** Flashlights / Torches

**37.1.5** Company's firearm with valid license

**37.1.6** Whistles

**37.1.7** Firearms licenses registered in the name of the company and competency certificate for use and handling of firearms

**37.1.8** Gun safe lockers

**37.1.9** Hand held metal detectors

**37.1.10** Two way radios or at least two company cellphones with airtime.

## **38 REGISTERS**

**38.1** The following registers but not limited to must be maintained with page numbers on each:

**38.1.1** After hours register

**38.1.2** Occurrence Book

**38.1.3** Visitors register

**38.1.4** Firearm register( security officers)

**38.1.5** Firearm register for personnel and visitors

**38.1.6** Government motor vehicle register

**38.1.7** Lost and Found Property

**38.1.8** Key control register

**38.1.9** Employee Access Register

**38.1.10** Private owned vehicle register

**38.1.11** Delivery vehicle register

**38.1.12** Authority to use company's firearm in terms of the Firearm Control Act and its Regulations

## **39 HOURS OF DUTY**

The hours of work of staff shall be 06h00 to 18h00 and 18h00 to 06h00 and shall comply with the requirements of all relevant statutes, rules and regulations applicable in the security industry. No security officer shall work for more than 12 hours per shift.

## **40 DEPLOYMENT OF SECURITY OFFICER**

## **40.1 Day Shift**

**40.1.1** Number of Grade D armed as per site requirement

**40.1.2** Number of Grade D unarmed as per site requirement

## **40.2 Night Shift**

**40.2.1** Number of Grade D armed as per site requirement

**40.2.2** Number of Grade D unarmed as per site requirement

***NB: Please note that the posting will be as per the Terms of Reference and the Service Level Agreement.***

## **41 SECURITY FUNCTIONS**

**41.1** Security officers must always have their PSIRA cards with them whilst on duty.

**41.2** Use of alcohol and drugs by Security Officers or employees are prohibited in the facilities.

**41.3** Security officers must wear their full uniform when on duty.

**41.4** Security officers must always be clean and neat when reporting for duty.

**41.5** Security officers must be on their post for the whole shift. Posts must not be left unattended

**41.6** The security officers are to provide 24 hours of effective security and safety coverage of the facilities and premises. To maintain and record all occurrences in their pocket books / note books and later be recorded in the OB.

**41.7** To notify and report to the Shift Supervisor on any irregularities or occurrences during their patrolling duties.

**41.8** To ensure that the security post is kept clean at all times.

**41.9** To conduct regular checks/patrolling duties around the premises as required.

**41.10** The security officers are to guard the Departmental premises against intrusion on unauthorized entries.

**41.11** The security officers are to protect the Departmental and employee's equipment and properties against act of vandalism, theft or sabotage.

**41.12** Permitting only authorized person visitors / vehicle to enter the Departmental premises.

**41.13** The security officers are to maintain an updated record of those entering and exiting, including vehicles, motorcycles and others.

**41.14** Be alert at all times and ensure that no unauthorized person enters the premises.

**41.15** Security officers are to report immediately to the Security Manager/ Security Supervisor of any unusual occurrences or refusal by visitors / vendors to follow procedures.

**41.16** No vehicle to be parked at the entrance of the main gate and around the guard house.

**41.17** No private vehicle will be allowed to enter the premises unless permission granted by the security officer.

**41.18** All government vehicles must be registered when leaving and entering the office.

**41.19** The departmental employees must produce their ID cards when entering the premises.

**41.20** All vehicles must be searched.

- 41.21 The gate must be closed at all times.
- 41.22 Hourly patrols to be done and recorded in an O.B.
- 41.23 The entire vehicles parked in the premises during the night must be checked e.g. whether locked or window closed, spared wheels, etc.
- 41.24 Anything in an unusual situation must be removed with proper administration.
- 41.25 Department properties should not be removed without proper authorization.
- 41.26 Only companies having security basic equipment as per specification shall be considered for rendering service. E.g. firearms are one of the requirements.
- 41.27 Security companies must comply with the Firearms Control Act (ACT 60 OF 2000) to qualify to render service in the department.

## 42 EVALUATION OF THE BIDS

42.1 Evaluation of all bids received on the date and time of closure will be evaluated in accordance with provisions of the following four (04) phases:

- 42.1.1 Administrative Compliance and Special Requirement
- 42.1.2 Functionality
- 42.1.3 Site inspection, and
- 42.1.4 Price and B-BBEE points (80/20)

***NB: All bidders are required to comply with the requirements of administrative compliance criteria (42.1.1) for them to proceed to the next phase of evaluation (i.e. functionality 42.1.2). Only service provider(s) that scored a minimum of forty (40 of 65) points on functionality would be subjected to the Site Inspection (42.1.3), and those who succeed on-site inspection will be further evaluated on price and B-BBEE points (42.1.4).***

### 42.2 Administrative Compliance

42.2.1 The Limpopo Department of Social Development has prescribed administrative requirements that must be met by the bidders, in order for the bid to be accepted for functional evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply in this regard.

#### 42.2.2 **Bidders shall take note of the following guidelines:**

42.2.2.1 Where reference is made in the bid document to the terms, 'firm', 'bidder' and 'tenderer', it should be noted that they refer to one and the same name.

42.2.2.2 In the event where the trade name is different from the legal name, the **trade name** must be used as the name of the bidder and **NOT** the legal name.

42.2.2.3 Naming of the bidding company must be consistent in the bid document, CSD report and any other document perceived to be important with regard to the identification of the bidder.

**42.2.2.4** In case of Joint Ventures and Consortia, the names of ALL parties to the JV or Consortia, must appear as name of the bidding company in the bid document. For example: "Excel cc in JV with Microsoft cc" etc.

**42.2.3. The bid document is made up of the following DSD forms:**

- 42.2.3.1.** DSD 1: Invitation to bid
- 42.2.3.2.** DSD 3.1: Pricing schedule-firm prices
- 42.2.3.3.** DSD 4: Declaration of Interest
- 42.2.3.4.** DSD 6.1: Preference Points Claim form in terms of the Preferential Procurement Regulations, 2017
- 42.2.3.5.** DSD 8: Declaration of bidder's past supply chain management practices.
- 42.2.3.6.** DSD 9: Certificate of Independent Bid Determination.

**Note: Failure to complete the DSD 1, DSD 3.1, DSD 4, DSD 6.1, DSD 8, DSD 9 forms in full and adequately, WILL disqualify the bidder.**

**42.3. Administrative Evaluation Criteria:**

**42.3.1. Bids will be evaluated on the basis of the following administrative evaluation criteria:**

**42.3.1.1.** Submission of bid document in its original form (refers to every page of the bid document as originally purchased or produced without any amendment or changes).

**42.3.1.2.** Use of tipex in the bid document will lead to the disqualification of the bid.

**42.3.1.3.** Submission of a duly completed and signed bid document by an authorized representative. *Where the subject matter in a specific form is not applicable, it should clearly be written: **'not applicable'**. These forms must however still be signed. **Please note that all witnesses must write their full names as well as surnames at designated areas and their signatures next to those names.***

**42.3.1.4.** Completion of bid document must be in black or blue ink. *(Completion in pencil or red ink will disqualify the bid).*

**42.3.1.5.** Submission of proof of registration in the Central Suppliers' Database (CSD) which will still be verified by the department.

**Note: Failure to comply with any of the requirements listed above will disqualify the bid except 42.3.1.5**

**42.3.2. Consortia / Joint Ventures / Partnership:**

**42.3.2.1.** Over and above compliance with requirements listed in 42.3.1 above, the following must also be complied with by consortia and joint ventures entities:

**42.3.2.1.1.** Submission of duly signed agreement with clear responsibilities of each party.

**42.3.2.1.2.** Letter of appointment by Consortia / Joint Venture parties / Partnership authorizing a representative to sign the bid document on its behalf.

***Note: Failure to comply with the consortia / Joint Venture / Partnership as stated above will disqualify the bid.***

**42.3.3. Special requirements (in addition to administrative compliance )**

**42.3.3.1.** All bidders are required to comply with the following special requirements of which non-compliance thereof will disqualify such a bid:

**42.3.3.1.1.** Submission of certified copies of Grade A or B PSIRA certificates for the directors, shareholders, all members of the Close Corporation, all partners within the partnership if any, all trustees, administrators if the bidder is a foundation, any person performing executive / management functions of the bidder if the bidder is a sole trader.

**42.3.3.1.2.** Submission of certified valid copy of proof of compliance with Unemployment Insurance Fund (UIF).

**42.3.3.1.3.** Submission of certified valid copy of letter of good standing with Compensation for Occupational Injuries and Diseases Act (COIDA).

**42.3.3.1.4.** Submission of certified valid copy of PSIRA certificate for the company.

**42.3.3.1.5.** Submission of certified valid copy of letter from PSIRA confirming that the bidding company is in good standing and can render security services.

**42.3.3.1.6.** Submission of certified copies of identity documents for all the directors and shareholders of the company.

**42.3.3.1.7.** All copies must have been certified within the past three months prior to date of closure of this bid. Verify the latest framework

**42.3.3.1.8.** All declaration forms of the bid document (DSD 1, DSD 3.1, DSD 4, DSD 6.1, DSD 8 and DSD 9) must be duly completed and signed.

**42.3.3.1.9.** Faxed or e-mailed or late bids **WILL NOT BE ACCEPTED.**

**42.3.3.1.10.** The bidders must attach proof of Public Liability Insurance valued at not less than **R500 000.00**

**42.3.3.1.11.** The successful bidders will be required to submit updated / recent Public Liability Insurance within a period not exceeding fourteen (14) working days after receipt of an acceptance letter.

**42.3.3.1.12.** Pending unresolved cases against the service provider(s) for non-performance or any negative record that would have negative impact on execution or performance of this contract poses a huge risk as such the department may consider those incidents for not awarding the bid to the affected companies.

**42.3.3.1.13.** Submission of appropriate training and skills development plan relevant to security services.

**42.3.3.1.14.** Submission of appropriate company contingency plan relevant to the Department

**Note: Failure to comply with the special requirements as stated above will disqualify the bid.**

#### **4.2.3.3 Submission of Extra copies**

**4.2.3.3.1** The following documents must be submitted as a separate package but in the same envelope with the bid document. Note that these are the same attachment on the company's bid document but these extra copies are required to expedite the vetting processes by State Security Agency (SSA).

**4.2.3.3.1.1** Certified copies of Grade A or B PSIRA certificates for the directors, shareholders, all members of the Close Corporation, all partners within the partnership if any, all trustees, administrators if the bidder is a foundation, any person performing executive / management functions of the bidder if the bidder is a sole trader.

**4.2.3.3.1.2** Certified valid copy of proof of compliance with Unemployment Insurance Fund (UIF).

**4.2.3.3.1.3** Certified valid copy of letter of good standing with Compensation for Occupational Injuries and Diseases Act (COIDA).

**4.2.3.3.1.4** Certified valid copy of PSIRA certificate for the company.

**4.2.3.3.1.5** Certified valid copy of letter from PSIRA confirming that the bidding company is in good standing and can render security services.

**4.2.3.3.1.6** Certified copies of identity documents for all the directors and shareholders of the company.

**4.2.3.3.1.7** All copies must have been certified within the past three months prior to date of closure of this bid.

### **42.3 FUNCTIONALITY**

**42.3.1** All bidders who satisfied the administrative compliance and special requirement will be subjected for functional evaluation in accordance with the factors as per table below.

**42.3.2** Those bidders who have been evaluated on functionality attained the minimum required forty (40) points will proceed to the next phase of evaluation on site inspection

**42.3.3** Bidders who succeeded on site inspection will proceed to be evaluated on price and B-BBEE points.

**NB: Please note that recommendable companies will be subjected to security or background check by the State Security Agency (SSA) prior to award.**

<b>TOTAL SCORE</b>		<b>65 POINTS</b>		
<b>ACCEPTABLE MINIMUM SCORE</b>		<b>40 POINTS (62%) OF TOTAL POINTS FOR FUNCTIONALITY</b>		
<b>WEIGHTS IN TERMS OF %</b>		<b>100%</b>		
<b>NO</b>	<b>CRITERIA</b>	<b>ELEMENT BREAKDOWN</b>	<b>SCORING POINTS</b>	<b>WEIGH IN %</b>
<b>2.1.</b>	Experience of the bidding company in rendering security service (proof must be attached)	Evidence of rendering security service above 3 years	<b>10 points</b>	<b>25%</b>
		Evidence of rendering security service between 1 and 3 years	<b>5 points</b>	
		Evidence of rendering security service below 1 year	<b>3 points</b>	
<b>2.2.</b>	Submission of appropriate skills (Training) development plan relevant to security services.	Skills (Training) development plan with time frame that covers role and functions of security officers but not limited to, a) application of legal prescript (POPIA) b) Communication skills c) Demonstrate the knowledge of Firearm Control Act, d) Code of conduct, e) New procedures of PSIRA	<b>20 points</b>	<b>25%</b>
		Skills (Training) development plan not covering all the aspects as required	<b>10 points</b>	
		Submission of irrelevant training plan	<b>0 Points</b>	
<b>2.3.</b>	Submission of company contingency plan which addresses critical risk areas or factors.	Company contingency plan which addresses critical risk areas but limited to the following a) Management of Community unrest	<b>25 Points</b>	<b>30%</b>

		b) Strike by security personnel / employees c) Strike Government employees d) Provision of extra security during Departmental events. e) Delayed payment by the department. f) Management of COVID – 19 health protocols		
		Company contingency plan not covering all the aspects as required	<b>10 Points</b>	
		Submission of irrelevant contingency plan	<b>0 points</b>	
<b>2.4.</b>	Submission of valid proof of financial capacity issued by a financial institution authorized to offer credit in terms of National Credit Act 34 of 2005 or proof of overdraft facility in the name of the business. Not older than 6 months	Proof of valid financial capacity issued by authorized financial institution more than <b>R500 000.</b>	<b>10 points</b>	<b>20%</b>
		Proof of valid financial capacity issued by authorized financial institution <b>between R400 000 and R499 999</b>	<b>5 points</b>	
		Proof of valid financial capacity issued by authorized financial institution <b>between R100 000 and R399 999.</b>	<b>3 points</b>	
<b>TOTAL</b>			<b>65 Points</b>	<b>100%</b>

### 42.3. SITE INSPECTION

**42.3.1. The bidders who complied with the administrative evaluation criteria, special conditions and Functionality and will be subjected to site inspection to establish the following:**

- 42.3.1.1.** Existence of fully equipped office with basic equipment e.g. telephone, fax machine, two-way radios, office furniture etc.
- 42.3.1.2.** Company should demonstrate compliant to COVID-19 health and safety protocols.
- 42.3.1.3.** Proof of legitimate occupancy (valid and signed lease agreement or proof of ownership) to be verified and submitted during the site inspection.

**42.3.1.4.** Security operating aids / tools will be checked. They include but not limited to the following:

- 42.3.1.4.1.** Complete branded uniforms at minimal (either combat or corporate). I.e. Shirts, caps, trousers, skirts, jackets, sock, epilettes, belts, shoes (formal or combat), Rain coats
- 42.3.1.4.2.** Immovable or mounted safe.
- 42.3.1.4.3.** Firearms and licenses in the name of bidding company to be verified on site and copies be provided.
- 42.3.1.4.4.** Valid competency of directors of the company.
- 42.3.1.4.5.** Hand held metal detectors.
- 42.3.1.4.6.** Torches and or flashlights.
- 42.3.1.4.7.** List of vehicles in the name of the bidder. (Either owned or rented). Proof to be provided.
- 42.3.1.4.8.** Branded company vehicles. Rented vehicles may not be branded but an intention undertaking / authority to brand in the name of bidding company must be done in writing by the owner.
- 42.3.1.4.9.** Functional Two-Way Radios or any convincing mode of direct communication with security officers that are on site.
- 42.3.1.4.10.** Poster in respect of Basic Conditions of Employment Act must be displayed.
- 42.3.1.4.11.** Human Resources Recruitment Plan must be provided during site inspection.
- 42.3.1.4.12.** Code of Conduct must be provided during site inspection
- 42.3.1.4.13.** Disciplinary procedure must be provided during site inspection.
- 42.3.1.4.14.** Grievance procedure must be provided during site inspection

***NB: Failure to provide and comply with any of the above information during the site inspection will disqualify the bid.***

***Submission of the above mentioned documents at site inspection does not imply qualification to the next phase (price and BBB-EEE). Quality assurance will still be conducted to the documents provided.***

***Site inspection will be conducted at the physical address of the company as indicated in the bid document. The departmental representatives conducting site inspection will not be permitted to inspect any office which was not indicated as physical address of the business.***

**CHANGE OF PHYSICAL ADDRESS MUST REACH THE DEPARTMENT WITHIN FOURTEEN (14) WORKING DAYS AFTER CLOSURE OF THIS BID.**

#### **42.4. PRICE AND PREFERENTIAL POINTS**

**42.4.1.** This bid shall be evaluated in terms of the 80/20 preference points system

**42.4.2.** Bidders must submit a B-BBEE verification Certificate from a verification Agency accredited by the South African National Accreditation System (SANAS).

**42.4.3.** In case of a B-BBEE exempted micro enterprise or B-BBEE qualifying small enterprise bidders may submit a valid Sworn Affidavit.

**42.4.4.** Should bidder(s) fail to submit the valid B-BBEE certificate it will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed

**42.4.5.** Points shall be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table below:

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

Price = 80 points  
B-BBEE = 20 points

#### **43. BID AWARD AND CONTRACT CONDITIONS**

**46.1** The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will exercise any of the remedies available to it.

**46.2** The department reserves the right to appoint one or more service provider(s) .

**46.3** Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on terms set out in the bid, which offer cannot be amended after its date of submission.

**46.4** The shortlisted bidders shall be subjected to Supply Chain Management and State Security Agency screening processes and only successful bidders who are cleared during the screening shall be considered for appointment.

**46.5** The award of the bid may be subjected to price negotiation with the preferred bidders.

- 46.6 The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points.
- 46.7 The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- 46.8 The contract shall be concluded between Limpopo Department of Social Development and the successful service provider(s).
- 46.9 The contract period will be in terms of the service level agreement.
- 46.10 Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.
- 46.11 The outcome of the successful bidders shall be published through the Provincial Bid Bulletin that was used to advertise the bid.
- 46.12 Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 46.13 Pricing should be in line with the PRISA Illustrative Pricing Structure and bidders should indicate Direct Costs, Overhead costs, Profit and VAT.
- 46.14 All prices quoted by suppliers shall be assessed to ensure that bidders did not underquote. (Bidders perceived to have underquoted in terms of market prices shall be disqualified).

**47. PRICING INSTRUCTIONS**

- 47.1 All prices charged must be inclusive of business overheads and VAT.
- 47.2 Successful bidders who are not registered for VAT at the time of bidding will be expected to register as VAT vendor within 30 days after award. Failure to comply with the requirement will lead to termination of the contract.
- 47.3 Department shall adjust its price in line with PSIRA Illustrative Pricing Structure.

**48. BRIEFING SESSION**

Due to COVID – 19 restrictions on gathering, there will be no briefing session. Bidders are advised to use the indicated email addresses and numbers for any enquiries.

**SECURITY REQUIREMENTS AND PRICING**

**DEPARTMENT OF SOCIAL DEVELOPMENT: SASLAMANI OFFICE ACCOMMODATION**

Three [3] Guards per day shift Grade D (1 armed and 2 unarmed) and three [3] Guards per night shift with Grade D Security officer (1 armed and 2 unarmed)

Total number of security officers working is **six (6)**

**Cost per Security Guard per month Breakdown**

<b>Direct Cost</b>	R
<b>Overhead costs</b>	R
<b>VAT (15%)</b>	R
<b>TOTAL</b>	R

**SECURITY REQUIREMENTS AND PRICING**

**DEPARTMENT OF SOCIAL DEVELOPMENT: AGANANG STOP-CENTRE**

Three [03] Guards per day shift Grade D (1 armed and 2 unarmed) and Two [02] Guards per night shift Grade D (1 armed and 1 unarmed)

Total number of security officers working is five **(05)**

**Cost per Security Guard per month Breakdown**

<b>Direct Cost</b>	R
<b>Overhead costs</b>	R
<b>VAT (15%)</b>	R
<b>TOTAL</b>	R

**DEPARTMENT OF SOCIAL DEVELOPMENT: SESHEGO ONE STOP CENTRE**

Two [02] Guards per day shift Grade D (1 armed and 1 unarmed) and Two [02] Guards per night shift Grade D (1 armed and 1 unarmed)

Total number of security officers working is **four (04)**

**Cost per Security Guard per month Breakdown**

<b>Direct Cost</b>	R
<b>Overhead costs</b>	R
<b>VAT (15%)</b>	R
<b>TOTAL</b>	R

**DEPARTMENT OF SOCIAL DEVELOPMENT: BOTLOKWA ONE-STOP-CENTRE**

Two [02] Guards per day shift Grade D (1 armed and 1 unarmed) and Two [02] Guards per night shift Grade D (1 armed and 1 unarmed)

Total number of security officers working is four **(04)**

**Cost per Security Guard per month Breakdown**

<b>Direct Cost</b>	R
<b>Overhead costs</b>	R
<b>VAT (15%)</b>	R
<b>TOTAL</b>	R

**SECURITY REQUIREMENTS AND PRICING**

**DEPARTMENT OF SOCIAL DEVELOPMENT: EISLEBEN CLINIC**

Two [02] Guards per day shift Grade D (1 armed and 1 unarmed) and Two [02] Guards per night shift Grade D (1 armed and 1 unarmed)

Total number of security officers working is four **(04)**

**Cost per Security Guard per month Breakdown**

<b>Direct Cost</b>	R
<b>Overhead costs</b>	R
<b>VAT (15%)</b>	R
<b>TOTAL</b>	R

**TOTAL BID PRICE PER MONTH FOR TWENTY THREE (23 SECURITY GUARDS):**

R.....

**ALL INCLUSIVE**

**CONTACT DETAILS**

<b>TECHNICAL ENQUIRIES</b>	<b>ADMINISTRATION</b>
<u>Mr Ramalepe P</u> Chief Risk Officer Department of Social Development Tell: <b>015 230 4448 /071 443 4312</b> E-mail: <u><a href="mailto:ramalepep@dsd.limpopo.gov.za">ramalepep@dsd.limpopo.gov.za</a></u>	Seopa P.A Assistant Director: Demand and Acquisition Management Department of Social Development Tel: <b>(015) 230 4440/079 699 2308</b> E-mail: <u><a href="mailto:SeopaPA@dsd.limpopo.gov.za">SeopaPA@dsd.limpopo.gov.za</a></u>

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