## PART A INVITATION TO BID

YOU ARE HEREBY INV			FTHEC	EPARTME	NT OF	PUBLIC WOR	RKS ROADS	AND
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TELEPHONE NUMBER	015 284 7126			EPHONE 1BER		015 284 714	3	
E-MAIL ADDRESS	MotsopyeNJ@dpw.ii	mpono gov.za		AIL ADDRE	SS	MalumeNVR@		nov.za
SUPPLIER INFORMA		and the second					, , , , , ,	
NAME OF BIDDER								
POSTAL ADDRESS					·			
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/WORKS	□109			RKS	IIF Y	ES, ANSWER	THE	
OFFERED?	[IF YES ENCLOSI	E PROOF]	1	ERED?		STIONNAIRE		
QUESTIONNAIRE TO	BIDDING FOREIG	N SUPPLIERS	•			respectation and a		
IS THE ENTITY A RE	SIDENT OF THE RI	EPUBLIC OF S	OUTH	AFRICA (F	RSA)?		☐ YES ☐	] оо ∣
DOES THE ENTITY H	AVE A BRANCH IN	THE RSA?					☐ YES [	] оо ∣
DOES THE ENTITY H	HAVE A PERMANEN	NT ESTABLISH	IMENT	IN THE R	SA		☐ YES ☐	] NO
DOES THE ENTITY H	IAVE ANY SOURCE	OF INCOME	IN THE	ERSA			☐ YES ☐	] 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.

#### TERMS AND CONDITIONS FOR BIDDING

#### BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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 TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO 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."

The offered total of the price inclusive of value ad	ded tax is (contact price)
Price in words	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Price in figures R	,,,,,
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PA	RTICULARS 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:	

## PRICING SCHEDULE - NON-FIRM PRICES (PURCHASES)

NOTE:

PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

1			Bid number
С	losing Time 11:00	• • • • • • • • • • • • • • • • • • • •	Closing date
OF		OR <b>120</b> DAYS FROM THE CLOSII	NG DATE OF BID.
ITE NO INC	M QUANTIT CLUDED)	Y DESCRIPTIO	N BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
 -			
-	At:		
-	Brand and model:		
-	Country of origin:		·
	Does the offer compl	y with the specification(s)?	*YES/NO
	If not to specification	, indicate deviation(s):	
•			
		elivery:	

<sup>\*\* &</sup>quot;all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

<sup>\*</sup>Delete if not applicable

#### PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

3.

4.

- 1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
- 2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:			
Pa (1-V)Pt	==	The new escalated price to be a 85% of the original bid price. I	alculated. Note that Pt must always be the
D1, D2	=	original bid price and not an e Each factor of the bid price	escalated price. e eg. labour, transport, clothing, various factors D1, D2etc. must
R1t, R2t	=	•	index (depends on the number o
R1o, R2o	=	Index figure at time of bidding.	
VPt	=	15% of the original bid price. T firm i.e. it is not subject to any p	his portion of the bid price remains rice escalations.
The following inde	x/indices mu	st be used to calculate your bid p	rice;
IndexDate	d	Index Dated	Index Dated
Index Dated	l	Index Dated	Index Dated
		F YOUR PRICE IN TERMS OF	ABOVE-MENTIONED FORMULA

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

#### **BIDDER'S DISCLOSURE**

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1	Is the bidder, or any of its directors / trustees / shareholders / members / partners or any persor
	having a controlling interest1 in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of institution	State

#### 2.2.1 If so, furnish particulars:

<sup>2.2</sup> Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO** 

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

2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
2.3.1	If so, furnish particulars:
3 D	ECLARATION
	I, the undersigned, (name) in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:
3.1	I have read and I understand the contents of this disclosure;
3.2	I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3	The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4	In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4	The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.5	There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and

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

<sup>2</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.

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

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

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

Signature	Date
Position	Name of bidder

. and 7

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

#### 2. DEFINITIONS

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

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 
$$90/10$$
  $Ps = 80\left(1 - \frac{Pt - P\min\square}{P\min\square}\right)$  or  $Ps = 90\left(1 - \frac{Pt - P\min\square}{P\min\square}\right)$ 

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

		•	•	
The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system)  (To be completed by the tenderer)	Number of points claimed (80/20 system)  (To be completed by the tenderer)
Persons who had no franchise in national elections prior to 1984 and 1994	2	er-		
Women	1	Gran.		Person
Disabled Persons	1			Shirmh+
Promotion of SMMEs	1	Mere		
Enterprise located in rural areas	. 1	-		
Promotion of youth	1	_		
Promotion of South African owned enterprise	1	- Garant		WALEST?
Uplifment of communities through but not limited transport, housing, schools, resources, donations and charity organization.	2	-		_

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

4.3.	Name of company/firm

4.4. Company registration number: .....

#### 4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	

#### Annexure A

# GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

#### **NOTES**

The purpose of this document is to:

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

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

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

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	·

#### General Conditions of Contract

#### 1. Definitions

- 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

- Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

#### 2. Application

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

#### 3. General

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

#### 4. Standards

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

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

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### 6. Patent rights

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

## 7. Performance security

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

#### 9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

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

#### 11. Insurance

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

#### 12. Transportation

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

## 13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### 16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

# 21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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.

#### 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.

PracNote-Annexure A-GCC

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.



DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRACTURE

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#### 1. INTRODUCTION

The Limpopo Department of Public Works, Roads and Infrastructure would like to appoint a Security Service Provider(s) to render physical security services around Limpopo Province. i.e. five (5) Districts for a period of thirty-six (36) months.

#### 2. BACKGROUND

Due to various criminal activities that have been experienced in the country and various departmental guard post, The Limpopo Department of Public Works, Roads and Infrastructure requires the provision of physical security services at various guard posts for safeguarding State property, Personnel and Sensitive information.

#### 3. OBJECTIVE

The objective is to appoint a suitable and competent Security Service Provider(s) to render Access Control, Guarding and Patrolling services at various guard posts of the Department of Public Works, Roads and Infrastructure: Limpopo Province five (5) Districts for period of thirty-six (36) months.

#### 4. **DEFINITIONS**

- 4.1. **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 or goods.
- 4.2. "Bidders" means 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 to submit a bid in response to this bid invitation.

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- 4.3. "Acceptable Bid" means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
- 4.4"Client" means Limpopo Department of Public Works, Roads and Infrastructure
- 4.5. "Firm Price" "Firm price" is the price that is fixed for the duration of the contract (36 months), Subject to annual statutory adjustments of price by the Department in response to Sectoral Determination 6. (Security sector).
- 4.6. "Subcontracting" means the primary contractor's assigning or leasing or making out work to or employing another person to support such primary contractor in executing part of a project in terms of a contract.

#### 5. ABBREVIATIONS/ACRONYMS

Abbreviations are as follows and remain constant throughout this document:

i.	Department of Public Works, Roads and Infrastructure	DPWRI
ij.	Security Manager	SM
iii.	Security Service Provider	SSP
iv.	Security Management Unit	SMU
٧.	Risk Management Unit	RMU
vi.	Private Security Industry Regulatory Authority	PSIRA

#### 6. APPLICABLE LEGISLATIONS

- 6.1. Constitution of the Republic of South Africa, 1996 (Act 108 of 1996)
- 6.2. Control of Access to Public Premises and Vehicles Act, 1985, (Act 53 of 1985).
- 6.3. Private Security Industry Regulatory Authority Act, 2001, (56 of 2001).
- 6.4. Firearms Control Act, 2000 (Act 60 of 2000)
- 6.5. Criminal Procedure Act, 1977, (Act 51 of 1977).
- 6.6. Basic Conditions of Employment Act, 1977 (Act 75 of 1997)
- 6.7. Public Finance Management Act, 1999 (Act 1 of 1999) and Treasury regulations

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- 6.8. Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)
- 6.9. Preferential, Procurement Policy Framework, 2000 (Act 5 of 2000)
- 6.10. Protection of Personal Information Act, 2013 (Act 4 of 2013)

#### 7. SCOPE AND SERVICE REQUIREMENT.

- 7.1. The Department of Public Works, Roads & Infrastructure would like to procure physical security services of suitable security services providers to render 24 hour physical security and technical response services at all five (5) Districts for a period of thirty-six (36) months as per attached list of guard posts.
- 7.2. The Service Provider shall be required to supply and install guard clocking systems at each guard post within the allocated cluster to enable monitoring of security guard patrols. Patrol monitoring reports shall be provided to the department as and when required, eg. On a weekly or monthly basis.
- 7.3. The Service Provider shall also provide Visitor Management System to expedite processing of visitors at access control points, this will be used to scan Identity Documents, Driver's license as well as Vehicle license discs.
- 7.4. Whenever a location requires more than one security guards and / or security patrols, the service provider shall provide two- way radio communication between its employees to ensure their safety. All two- way communication equipment must be always functioning.
- 7.5. The Service Provider shall also be expected to operate any allocated security system or technology provided and report any fault experienced to the Security Manager as soon as possible. eg. CCTV, Biometric system or Parcel scanners.
- 7.6. The Service Provider will be required to provide protection services as and when required by the department. Protection services may include but **are not limited to** the following.
- 7.6.1. Protection of the department's site and premises.
- 7.6.2. Protection of assets, information and employees.

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- 7.6.3. Provide escort/ accompany the cashier to the bank when necessary.
- 7.6.4. Provide escort to accompany officials during closure and collection of tender bids or quotations.
- 7.7. Standard Operating procedures are attached herewith to indicate the type of services and activities to be performed daily.
- 7.8. Security Service Providers shall <u>bid for 5 (five) clusters</u> <u>only</u> out of the total clusters advertised and the company scoring the highest points will be <u>awarded</u> <u>one cluster</u> only.
- 7.9. The services to be provided herein cover the daily physical security provision at various guard posts in the Department of Public Works, Roads and Infrastructure and the number of Security Officers and shifts of duty shall vary by the job description to be agreed upon by the service provider and the department.
  - ✓ Strict adherence to Basic Conditions of Employment Act. i.e payments must be made in line with the legislation.
  - ✓ Rights of workers will also form part of the contract between the Department and the appointed Service provider.
- 7.10. The Security Service Provider(s) shall indicate in its proposal total, cost for the duration of contract (36 months) all-inclusive including price escalation for year 2 and 3.
- 7.11. **NOTE**: Where necessary, the department will <u>negotiate prices</u> with recommendable service providers.
- 7.12. Service Providers should attach a pricing breakdown per cluster indicating unit price per guard without VAT and unit price per guard with VAT.
- 7.13. Some security services rendered to the department as per this tender may be terminated or transferred to other sites before the end of the contract due to operational requirements, in this case the Security Service Provider will be notified in writing a month prior to the termination or transfer of services.

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- 7.14. The SSP shall conduct day and night visits for monitoring at all allocated guard posts/ sites (at least 3 day visits, 2 night site visit per week) or more regularly if he/she becomes aware of potential threats to the client premises or poor performance.
- 7.15. Subcontracting shall not be allowed as it affects proper administration, accountability as well smooth relations between the Department and the Security Service Provider.
- 7.16. The SSP shall within a week of commencement of the contract, submit proof to LDPWRI District Director's office, a proof of Public Liability insurance no less than **five million rand (R 5, 000,000.00)**. **This** requirement does not imply that the department is in contract with the Public Liability Insurer. This is to reimburse the department for claims in relation to loss due to a breach of security resulted by negligence which incriminate security officers that occurred at the departmental facilities. Service provider shall then claim from his / her Public Liability Insurer. The value of the claim shall be as per departmental Asset Register without any depreciation.

# 7.16. Minimum Security Officer Standards to be provided by the Service Provider are as follows:

- 7.16.1. All Security Officers shall be PSIRA registered and have successfully passed the required PSIRA grading course (Grade D) as is required by PSIRA. All Security Officers always shall have an updated PSIRA registration card on them.
- 7.16.2. All Security Officers shall wear appropriate clean uniforms while on duty without exception. The Security Service Provider shall comply with the type of uniform as agreed with the Security Manager or delegated official at District level.
- 7.16.3. The SSP shall provide at least two complete pairs of uniform at the beginning of the contract then on every anniversary of the contract.

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- 7.16.4. Each Security Officer must be physically fit, not intoxicated or under influence of Drugs. They must be mentally capable of performing all assigned duties. This can be achieved by ensuring that parades are held fifteen minutes before the reporting time.
- 7.16.5. All Security Officers within a guard post must have undergone relevant practical training on the proper and safe handling and use of firearms from an accredited training institution. Over and above, they must be in possession of a valid competency certificate for the handling and use of the type of firearm required.
- 7.16.6. All Security Officers will report to work on time and for shift as designated per site instructions.
- 7.16.7. No Security Officer shall be allowed to work more than twelve (12) continuous hours without knocking off or break.
- 7.16.8. No Security Officer shall work for more than four days without time off which shall be the minimum of four days for rest to stay alert and perform the required job duties to the department's satisfaction.
- 7.16.9. No Security Officers are allowed to leave their posts without being properly relieved. It is the Service Provider's responsibility to provide continuous uninterrupted security services at the Department.
- 7.16.10. The Service Provider ill indicate what procedures are being used to confirm that all Security Officers arrive on time for their shifts.

#### 8. RESERVATION OF RIGHTS

Limpopo Department of Public Works, Roads & Infrastructure reserves the right to:

- 8.1. Request further information from any bidder after the closing date of the bid.
- 8.2. Communicate only with the shortlisted bidders as and when necessary.

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- 8.3. Verify information and documentation provided by respective bidder from the South African Revenue Services (SARS), South African Police Service, Private Security Industry Regulatory Authority (PSIRA), Companies & Intellectual Property Commission (CIPC), National Traffic Information System (NaTIS) or any other relevant entity and to visit the premises of the bidder at any time without notice. Any information received which does not correspond with the one provided in the bid document will render the bid null and void.
- 8.4. Not make an award.
- 8.5. Cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or person, firm or company (The expression" person, firm or company" shall include an authorised employee or agent of such a person, firm or company):
- a) is executing a contract with government unsatisfactorily.
- b) has offered, promised or given a bribe or other gift or remuneration to any offer or employee in the Public Service in connection with obtaining or executing a contract.
- c) has acted in a fraudulent manner or in bad faith or any other unsatisfactory manner in obtaining a contract with any government Department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence there- of been found guilty of a criminal offence.
- d) has approached an officer or employee in the Public Service before or after the bids have been called for, to influence the award of the contract in his favour.
- e) has withdrawn or amended his bid after the time set for the receipt and opening of the bids.
- f) when advised that his bid has been conditionally accepted, has given notice of his inability to execute or sign the contract or to furnish any security required.
- g) has entered into any agreement or arrangement whether legally binding or not, with any other person, firm or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party.

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h) has disclosed to any other person, firm or company the exact or appropriate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation of the bid; Limpopo Department of Public Works, Roads & Infrastructure may, in addition to any other legal recourse which it may have, cancel the contract between the client Department and such person, firm or company and / resolve that no bid from such a person, firm or company will be favourably considered for a specific period.

i) signing and submission of the bid document gives consent for this

Department to use or share any personal information on the document for all

prospective requirements in the evaluation of the bid.

#### 9.EVALUATION CRITERIA

Evaluation of all acceptable bids received on time will be evaluated in accordance with with the provisions of the following three (03) phases:

a. 1st Phase: Administrative and Mandatory Compliance.

b. 2<sup>nd</sup> Phase: Functionality Evaluation.

c. 3rd Phase: Price and Specific goals.

#### A. 1ST PHASE: ADMINISTRATIVE AND MANDATORY COMPLIANCE

#### i. Compliance with requirements.

- The name of the bidding company must be consistent in the Request For Bid (RFB) document and be the same as on the Tax Clearance Certificate.
- In the case of Joint Ventures and Consortia, the names of ALL parties of the JV or Consortia, must appear in name of the bidding company in the RFB document. For example: "Sugar CC JV Salt PTY LTD".
- NB. Over and above the compliance with requirements, the following must also be complied with by consortia and joint ventures:

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- ✓ Attachment of the signed agreement between parties.
- ✓ Letter of appointment by consortia/Joint Venture parties to a representative to sign the bid document.
- All Joint Ventures and Consortium must submit INDIVIDUAL personal and company documents referred to in 'ii' below.
- ✓ Full CSD on the name of the Joint venture.
- Submission of bid document in its original form (refers to all /every page of the bid document as originally purchased or downloaded). Documents / SBD forms must not be edited.
- Bidders must ensure that there are no missing or duplicate pages. The Department shall not be held liable for any missing pages.
- Completion of bid document must be in black ink.
- Cancellation on price is not allowed. (Price amount must be clearly written).
- No usage of correct of fluid eg. Tippex.
- No typed documents will be accepted, only handwritten black ink will be accepted.

#### Returnables

> SBD 1: Invitation to bid

> SBD 3.1 Pricing Schedule – Firm Prices (Purchases)

> SBD 4: Declaration of interest

> SBD 6.1: Preference Points claim form I.T.O. the Preferential Procurement Regulations 2022.

- > NB. Memory stick with the electronic version of the bid document to be submitted in response to the invitation to bid.
- NB. Service providers MUST ensure that all SBD forms are <u>completed in FULL</u> and <u>signed</u> by the company directors or authorized representative.

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#### ii. Mandatory Compliance Evaluation Tool:

NB: Service providers must ensure that the required documents are attached. All copies should not be older than 3 months FROM CLOSING DATE and <u>MUST</u> not be certified copy of copied document. Failure to submit/attach any of the documents indicated below, will automatically disqualify the bidder.

- a) Attach Index page or Table contents with page numbers for easy perusal during evaluation.
- b) Attach copy of company's registration certificate. (Submit a certified copy not older than 3 months).
- c) Attach copy of company's director(s)/shareholders ID copies. (Submit a certified copy not older than 3 months).
- d) Attach a valid copy of PSIRA (Private Security Industry Regulatory Authority)

  Certificate in the name of the Company. (Submit a certified copy not older than 3 months).
- e) Attach valid copy of Grade A or B PSIRA Certificate(s) for Directors of the company. (Submit certified copy not older than 3 months).
- f) Attach copy of valid recent Letter of good standing from Private Security Industry Regulatory Authority (PSIRA) in the name of the company in which atleast the name of director(s) appear as well as any number security officers currently registered. (Submit a certified copy not older than 3 months).
- g) Attach copy of a valid Police clearance certificate for the Director(s) of the company issued by SAPS not older than 6 months. (Submit a certified copy not older than 3 months.
- h) Attach a valid Firearm competency certificate for Director (s) of the company (handgun). (Submit a certified copy not older than 3 month).

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- i) Attach copy of a valid letter of good standing from Workman's Compensation Commissioner/ COIDA in the name of the company. (Submit a certified copy not older than 3 months).
- j) Attach copies of Valid Firearm licenses for Pistols (9mmP, 9mmS, .22 pistols or 7.65mm) in the name of the Company (Submit certified copy older than 3 months). (No other type of firearm will be considered).
- Attach a Firearm list from the South African Police Service services with name of company, institution code as well as firearms on the company's name. (Submit certified copy not older than 3 months).
- Attach ICASA licence in the name of the company/ leasing company with licence number and date issued. (Submit certified copy not older than 3 months).
- m) Attach an originally signed Company resolution letter authorizing a particular person to sign the bid documents.
- n) Attach an accurate pricing breakdown per cluster of your choice with unit price per guard, without VAT, with VAT (even for non VAT vendors). Must indicate price per months and price for 36 months VAT inclusive. (non-compliance will result in automatic disqualification)
- o) Prices must be in line with the latest PSIRA illustrative pricing guide that is applicable during closing of bids. Prices that are below PSIRA Direct cost shall not be considered as it will result in under payment of security guards.
- p) Attach full (CSD) Central Supplier Database as proof of registration. (Submit tax compliant CSD).
- q) Attach a copy of valid SARS Tax PIN for the company. (copy not older than one months).

#### B. 2<sup>ND</sup> PHASE: FUNCTIONALITY EVALUATION TOOL

• The criteria for Functionality evaluation shall be as follows:

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No.	Criteria	Sub-criteria (break-down)		Weight in percent age
1.	COMPANY EXPERIENCE			15%
	Bidders must demonstrate an in-depth experience and expertise in the field of security services, preferably within	More than fifteen (15) years' experience	15	
	Government or Parastatals.  (Attach the following documents:  • Clear and legible	Ten (10) to fourteen (14) years' experience	10	
	Appointment letters /Official Purchase Orders or reference letters.	Six (6) to nine (9) years' experience	80	
	The above should be for each contract, and should indicate contract value, contract start and end	Three (3) to five (5) years' experience	05	
	<ul> <li>dates,</li> <li>All must be signed, with valid contacts and officially</li> </ul>	One (1) to two (2) years' experience	02	
	stamped by relevant authorised person.  • Date of registration with CIPC and PSIRA will be examined to validate experience.	Non-submission of evidence or less than one (1) year experience.	0	
2.	CONTINGENCY PLAN	Sub-criteria (break-down)		15%
	Submission of company a	Availability of fully detailed company	15	-
	detailed contingency plan	contingency plan which addresses		
	which addresses critical risk areas or factors. <b>Bidders</b>	more than fifteen (15) critical security risk areas or factors.		

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	must describe each risk and	Availability of company detailed		
	indicate proposed mitigation	contingency plan which addresses	10	
	methods. This document must	eight (8) to ten (10) critical security risk		
	be attached to the bid	areas or factors.		
	document.	Availability of company detailed contingency plan which addresses four (4) to seven (7) critical security risk areas or factors  Availability of company detailed contingency plan which addresses one (1) to three (3) critical security risk areas or factors	3	
		Non-submission of company contingency plan which addresses critical risk areas or factors	0	
3.	FINANCIAL CAPACITY	Sub-criteria (break-down)		15%
	Bank ratings with Codes	Undoubted for the amount of enquiry or	15	
	Bidders must submit bank	Good for the amount of enquiry,		
	rating letter not older than three	(Bank code: A)		_
	(03) months from closing date.	The subject has a good record of	10	
	Rating should be in relation to a	meeting their financial commitments,		
	request for a bank guarantee of	and the amount is well within the		
	R1000 000.00.	capacity of an ordinary business		
		commitment		
		(Bank code: B)		

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Or Letter from a financial	The subject has a good record, the	8
institution (NCR registered) that could provide credit facility	amount may appear high in relation to normal transactions on the account.	
for the required amount	(Bank code: C)	
	The financial position of the subject is modest or unknown, but where the account is satisfactorily conducted, and the subject is considered business commitments.  (Bank Code: D)	5
	The amount of the enquiry is too high for the subject and terms given.  (Bank Code: E)	3
	This code is given when there is insufficient information to assess the position of the subject.  (Bank Code: F)	2
	Occasional/Frequent dishonours (Bank Code: G and H)	1
	Non submission of bank rating letter	0
	Non submission of bank rating letter	

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4.	SUPERVISOR'S QUALIFICATION Sub-criteria (break-down)				
	Supervisor's Qualification and qualification in the Security Industry  (Attach certified copies of qualification, i.e. certificates)	PSIRA Grade A/B, Matric or Grade 12 and Diploma or Degree in either Security Risk , Policing or Criminology (all with proof that they are NQF 6 or above) Valid competency certificate for Firearm (handgun)	10		
		PSIRA Grade A/B and Matric or Grade 12 and valid competency certificate for Firearm (handgun)	05		
		No Grade A/B no Matric/ Grade 12 Or non-submission	0		
5.	TRAINING AND SKILLS DEVEL	_OPMENT PLAN Sub-criteria (break-	down)	15%	
	Provide a detailed training and skills development Plan with time frames and topics	Full detailed training plan that covers all recommended and more training areas indicated on the right column.	15		
	that shall be covered per year. Recommended topics should include the following:	Less detailed training plan that touches all recommended areas indicated on the right column.	10		
		Training and skills development plan that covers more than three	08		

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	Access control and	recommended training areas indicated		
	procedures in terms of	on the right column.		
	relevant legislations.	Training and skills development plan	05	
	PSIRA Procedure and	that covers three recommended training		
	record keeping.	areas indicated on the right column.	•	
	In-depth knowledge on	Non-Submission of Training plan	0	
	security services.			
	Knowledge on OHS ACT.			
	Shooting practice (Bi-			
	Annually) including			
	knowledge on how to strip			
	and assemble firearm.			
6.	LOCALITY	Sub-criteria (break-down)		10%
	Bidders must provide	Enterprise within Limpopo Province	40	
	documentary proof from the		10	
	third (3rd) party to indicate	Enterprise located outside of Limpopo	05	
	that the company has an	Province		
	operating office/business			
	premises (Municipal account,			
	Local Authority Letter,			
	telephone account not older			
	than three months, signed			
	lease agreement, etc.) NB: the			
		I and the second	1	
	physical address provided			
	physical address provided will be used for in-loco			

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7.	INSPECTION IN LOCO		Sub-criteria (break-down)		20%
	The company should avail the	•	Office, furniture, computer,	1	
	following working tools or		printer& internet (1)		
	equipment during inspection	•	Backup power supply (1)	1	
	<u>NB</u> . Site inspection, will be	•	Dedicated, secure 24 operating	5	
	conducted to bidder's business		control room (1)		
	physical address given in the	•	Operator qualification in control		
	bid document (SBD1) and to		room duties (1)		
	bidders whose bids have	•	Real time guard monitoring		
	satisfied all requirements of the		system (1)		
	bid.	•	Functional Base radio (1)		
		•	Network Radio+ Panic button (1)		
		•	X 2 and above branded Armed	2	
			response vehicle,(1) Two way		
			Radio, emergency lights, level IV		
			bulletproof vest, reflector jackets,		
			first aid kit box, demarcation		
			emergency tape (1)		
		•	X2 and above company branded	2	
			patrol vehicles. Registered in the		
			name of the company or director.		
			(2)		
		. •	X10 and above Licenced	1	
	'		Firearms with valid licences		
			(pistols) in case of commitment to		
			multiple projects or when		
			required by client. (1)	-	

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	X 1 full set branded uniform (1)	1
	Complete set Riot gear	1
	Security registers	1
,	Baton stick	1
	Whistle	1
	Torch/ Flashlight	1
	Pepper spray	1
	Hand cuff with keys	1
TOTAL		

NB. The points scored for functionality shall be calculated as follows: Each Bid Evaluation Committee member shall score for each individual company on the score sheet. The value scored for each criterion should be multiplied with the specified weighting for the relevant criterion to obtain the average marks scored for the various criteria. The assessment of functionality shall be done in terms of the above mentioned evaluation criteria and the minimum threshold of 70 points qualifies bidder to advance to Phase 3. (Price and specific goals).

### C. 3RD PHASE: PRICE AND SPECIFIC GOALS

The bid will be evaluated on 90/10 preferential point scoring system. All quoted price must be all-inclusive.

Price:

90

Specific Goals:

10

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

### 2. DEFINITIONS

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

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

### 3.1. POINTS AWARDED FOR PRICE

80/20

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

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

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

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90/10

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Where

Ps Points scored for price of tender under consideration

Pt Price of tender under consideration

Pmin =Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20$$
 or  $90/10$   $Ps = 80 \left(1 + \frac{Pt - P \max \square}{P \max \square}\right)$  or  $Ps = 90 \left(1 + \frac{Pt - P \max \square}{P \max}\right)$ 

$$PS = SO\left(1 + \frac{P_{max}}{P_{max}}\right)$$
 of

$$Ps = 90 \left(1 + \frac{Pt - P \max \square}{P \max}\right)$$

Where

PsPoints scored for price of tender under consideration

Pt Price of tender under consideration =

Price of highest acceptable tender Pmax =

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- In cases where organs of state intend to use Regulation 3(2) of the Regulations, 4.2. which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of-
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest Page 22 of 50

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acceptable tender will be used to determine the applicable preference point system; or

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system)  (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system)  (To be completed by the tenderer)
Persons who had no franchise in national elections prior to 1984 and 1994(Attach certified copy of SA ID as proof)	2		-	
Women (Attach Director's certified copy South African ID as proof)	1		-	
Disabled persons (Attach letter from Health Professional as proof)	1		-	
Promotion of SMMEs (Attach Financial statement as proof)	1		-	
Enterprise located in rural areas (Attach proof of address/ Lease agreement)	1		-	
Promotion of youth (Attach Director's certified copy South African ID as proof)	1		_	

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Promotion of South African owned enterprise (Attach company registration documents)	1	-	
Upliftment of communities through, but not limited transport, housing, schools, resources, donations and charity organizations.	2		
(Attach proof with contactable references)			

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

4.3.	lame of company/firm

- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM

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

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or

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any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: DATE:	
ADDRESS:	

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## **Pricing Schedule**

Cluster No.	Mark with an X to choose Cluster	Year 1	Year 2	Year3
1		R	R	R
2		R	R	R
3		R	R	R
4		R	R	R
5		R	R	R
6		R	R	R
7		R	R	R
8		R	R	R
9		R	R	R
10		R	R	R
11		R	R	R
12		R	R	R
13		R	R	R
14		R	R	R
15		R	R	R

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16	R	R	R	
17	R	R	R	
18	R	R	R	
19	R	R .	R	
20	R	R	R	
21	R	R	R	
22	R	R	R	
23	R	R	R	
TOTAL PRICES THA FOR EVALUATION	AT WILL BE USED			

### **Summary of Pricing**

Cluster	Bid Price
1.	
2.	
3.	
4.	
5.	
Total Bid Price	

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# DEPLOYMENT SPECIFICATION FOR SECURITY OFFCERS TO RENDER PHYSICAL SECURITY SERVICES AT VARIOUS GUARD POSTS

### **CAPRICORN DISTRICT**

CLUSTER 1	GUARD POST	SPECIFICATION		
		DAY SHIFT	NIGHT SHIFT	
	Ga Mothapo Cost	2X Grade D armed	2X Grade D armed	
	Centre	2x Grade D unarmed	2x Grade D unarmed	
	Sand River Cost	1 X Grade D armed	1 X Grade D armed	
	Centre	1x Grade D unarmed	2x Grade D unarmed	
	Lebowakgomo Cost	2X Grade D armed	2X Grade D armed	
	Centre (Bramley)	1X Grade D unarmed	1x Grade D unarmed	
	101 Sterloop house	1X Grade D armed	1X Grade D armed	
	Mankweng Cost	1 X Grade D armed	1X Grade D armed	
	Centre	1X Grade D unarmed	1X Grade D unarmed	
· · · · · · · · · · · · · · · · · · ·		12	13	
TOTAL	05	25		

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TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

CLUSTER 2	GUARD POST	SPECIFICATION		
		DAY SHIFT	NIGHT SHIFT	
	Senwabarwana Cost	1 X Grade D armed	1 X Grade D armed	
	Centre	1x Grade D unarmed	1x Grade D unarmed	
	Sekiding Cost Centre	1 X Grade D armed	1 X Grade D armed	
		1x Grade D unarmed	1x Grade D unarmed	
	Mogwadi Cost Centre	2 X Grade D armed	2 X Grade D armed	
		1x Grade D unarmed	1x Grade D unarmed	
	Alldays Cost Centre	1 X Grade D armed	1 X Grade D armed	
		1x Grade D unarmed	1x Grade D unarmed	
	Matoks Cost Centre	1X Grade D armed	1X Grade D armed	
		1X Grade D unarmed	1X Grade D unarmed	
	Matoks Residence	1 X Grade D armed	1X Grade D armed	
		1 X Grade D armed	1X Grade D unarmed	
		13	13	
TOTAL	06	26		

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TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

CLUSTER 3	GUARD POST	SPECIFICATION		
		DAY SHIFT	NIGHT SHIFT	
	Ladanna Flats	1 X Grade D armed	1 X Grade D armed	
		1X Grade D unarmed	1X Grade D unarmed	
	The Gables Flats	1 X Grade D armed	1 X Grade D armed	
		1X Grade D unarmed	1X Grade D unarmed	
	Sunnyside Flats	1 X Grade D armed	1 X Grade D armed	
		1X Grade D unarmed	1X Grade D unarmed	
	Dewini Flats	1 X Grade D armed	1 X Grade D armed	
		1 X Grade D Unarmed	1 X Grade D unarmed	
	Hillside Flats	1 X Grade D armed	1 X Grade D armed	
		2X Grade D unarmed	2X Grade D unarmed	
	Old LDPWRI HQ	1 X Grade D armed	1 X Grade D armed	
	(Ladanna)		1X Grade D unarmed	
		12	13	
TOTAL	06	25		

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TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

CLUSTER 4	GUARD POST	SPECIFICATION		
		DAY SHIFT	NIGHT SHIFT	
	Peter Nchabeleng	2 X Grade D armed	2 X Grade D armed	
	Government Flats	2X Grade D unarmed	3X Grade D unarmed	
	Premiers Guest	2X Grade D armed	2 X Grade D armed	
	House	3X Grade D unarmed	2X Grade D unarmed	
	Capricorn District	2X Grade D armed	2 X Grade D armed	
	Offices	4X Grade D unarmed	4X Grade D unarmed	
		15	15	
TOTAL	03	30		

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TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

CLUSTER 5	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Parliamentary Village	3 X Grade D armed	3 X Grade D armed
		6X Grade D unarmed	7X Grade D unarmed
	Premier's Official	1X Grade D armed	1X Grade D armed
	residence	1X Grade D unarmed	1X Grade D unarmed
		11	12
	02		
TOTAL		23	

### Conditions for cluster 5 are as follows,

- ✓ The successful bidder must take note that the number of security officers to be deployed/ required, depends on the current Member of Executive Council security requirement in terms of the Guide for Members of Executive. i.e whether the member is staying in his / her private residence or is staying at Parliamentary village where security is already provided.
- ✓ The number of security officers may increase or decrease following Limpopo Provincial reconfiguration/ reshuffling of Members of Executive Council.
- ✓ The department is not obliged to relocate the security services to another area
  in case of reconfiguration/ reshuffling.

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CLUSTER 6	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Works Towers	3 X Grade D armed	2X Grade D armed
	(LDPWRI HQ)	11X Grade D unarmed	4X Grade D unarmed
	Vaalwater	1 X Grade D armed	1 X Grade D armed
	(Letsokoane)		1x Grade D unarmed
		15	08
TOTAL.	02	23	

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

### SEKHUKHUNE DISTRICT

CLUSTER 7	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Limpopo Provincial	2X Grade D armed	2X Grade D armed
	Legislature	4X Grade D unarmed	2X Grade D unarmed
	Oudestad Road	1X Grade D armed	1X Grade D armed
	Camp	1X Grade D unarmed	1X Grade D unarmed
	Groblersdal Cost	1X Grade D armed	1X Grade D armed
	Centre	1X Grade D unarmed	1X Grade D unarmed
	Ephraim Mogale	1X Grade D armed	1X Grade D armed
	Cost Centre	1X Grade D unarmed	2X Grade D unarmed
			•
•		12	11
TOTAL	04	2	3

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TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

CLUSTER 8	GUARD POST	SI	PECIFICATION
		DAY SHIFT	NIGHT SHIFT
	Hoeraroep Cost	2X Grade D armed	2X Grade D armed
	Centre	1X Grade D unarmed	1X Grade D unarmed
	Hoeraroep Mobile	1X Grade D armed	1X Grade D armed
	Regravelling Team	1X Grade D unarmed	1X Grade D unarmed
	Nebo Road Camp	1 X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Nebo Cost Centre	1X Grade D armed	1X Grade D armed
		2X Grade D unarmed	2X Grade D unarmed
	Nebo Stores	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
,	Nebo staff	1X Grade D armed	1X Grade D armed
	residence		1X Grade D unarmed
		13	14
TOTAL	06	27	

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TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

CLUSTER 9	GUARD POST	SD	ECIFICATION
OLOGILICO	COARD 1 CO1	DAY SHIFT	NIGHT SHIFT
	Mecklenburg Cost	1X Grade D armed	1X Grade D armed
	Centre	1X Grade D unarmed	1X Grade D unarmed
	Tubatse Cost Centre	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	2X Grade D unarmed
	Old Lebowakgomo	1X Grade D armed	1X Grade D armed
	Computer Centre	•	1X Grade D unarmed
	Old MEC Residence	2X Grade D armed	2X Grade D armed
		2X Grade D unarmed	2X Grade D unarmed
	Lebowakgomo	2X Grade D armed	2X Grade D armed
	Mechanical Workshop	1X Grade D unarmed	2X Grade D unarmed
		12	15
TOTAL	05	2	7

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CLUSTER 10	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Sekhukhune District	3X Grade D armed	3X Grade D armed
	Offices	4X Grade D unarmed	3X Grade D unarmed
	Veeplaats Cost Centre	2X Grade D armed	2X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Tsimanyane Cost	2X Grade D armed	2X Grade D armed
	Centre		1X Grade D unarmed
		12	12
TOTAL	03	24	

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

### **WATERBERG DISTRICT**

CLUSTER 11	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Waterberg District	2X Grade D armed	2X Grade D armed
	Offices	3X Grade D unarmed	1X Grade D unarmed
	Modimolle Mechanical	1X Grade D armed	1X Grade D armed
	Workshop	2X Grade D unarmed	2X Grade D unarmed
	Modimolle Cost Centre	1X Grade D armed	1X Grade D armed
		2X Grade D unarmed	2X Grade D unarmed
	Mookgopong Cost	1X Grade D armed	1X Grade D armed
	Centre	1X Grade D unarmed	1X Grade D unarmed
	Roedtan cost Centre	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
		15	13
TOTAL	05	28	

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CLUSTER 12	GUARD POST		SPECIFICATION
		DAY SHIFT	NIGHT SHIFT
	Tolwe Cost Centre	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Marken Cost Centre	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Witpoort Regravelling	1X Grade D armed	1X Grade D armed
	Team	1X Grade D unarmed	1X Grade D unarmed
	Lephalale Cost Centre	1X Grade D armed	1X Grade D armed
		2X Grade D unarmed	2X Grade D unarmed
	Alma Cost Centre	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
		11	11
TOTAL	05	22	

CLUSTER 13	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Bela Bela Cost Centre	1X Grade D armed	1X Grade D armed
		2X Grade D unarmed	2X Grade D unarmed
	Dwaalboom Cost	1X Grade D armed	1X Grade D armed
	Centre	1X Grade D unarmed	1X Grade D unarmed
	Northam Cost Centre	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Thabazimbi Cost	1X Grade D armed	1X Grade D armed
	Centre	2X Grade D unarmed	2X Grade D unarmed
	Centrum Road Camp	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
		12	12
TOTAL	05	24	

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

CLUSTER 14	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Mokopane (Koshuis)	1X Grade D armed	1X Grade D armed
	Government Complex	2X Grade D unarmed	2X Grade D unarmed
	Bakenberg Cost	1X Grade D armed	1X Grade D armed
	Centre	1X Grade D unarmed	1X Grade D unarmed
	Mokopane Cost Centre	1X Grade D armed	1X Grade D armed
		2X Grade D unarmed	2X Grade D unarmed
	Mokopane Unit D	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Diphichi Cost Centre	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
		12	12
TOTAL	05	24	

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TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

### **MOPANI DISTRICT**

CLUSTER 15	GUARD POST	SPECIFICATION		
		DAY SHIFT	NIGHT SHIFT	
	Giyani Mechanical	1X Grade D armed	1X Grade D armed	
	Workshop	1X Grade D unarmed	2X Grade D unarmed	
	Giyani Cost Centre	1X Grade D armed	1X Grade D armed	
		2X Grade D unarmed	2X Grade D unarmed	
	Giyani Carpentry	1X Grade D armed	1X Grade D armed	
		1X Grade D unarmed	1X Grade D unarmed	
	Giyani Main Stores	1X Grade D armed	1X Grade D armed	
		1X Grade D unarmed	2X Grade D unarmed	
	Nsami Road Camp	1X Grade D armed	1X Grade D armed	
		1X Grade D unarmed	1X Grade D unarmed	
	Mageva Road Camp	1X Grade D armed	1X Grade D armed	
		1X Grade D unarmed	1X Grade D unarmed	
	•	13	15	
TOTAL	06	28		

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CLUSTER 16	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Tzaneen Cost Centre	2X Grade D armed	2X Grade D armed
		2X Grade D unarmed	2X Grade D unarmed
	Xikwambane staff	1X Grade D armed	1X Grade D armed
	residence		1X Grade D unarmed
	Naphuno Government	2X Grade D armed	2X Grade D armed
	Complex	3X Grade D unarmed	2X Grade D armed
	Sekororo Road Camp	1X Grade D armed	1X Grade D armed
	(Mentz)	1X Grade D unarmed	2X Grade D unarmed
		12	13
TOTAL	04	25	5

CLUSTER 17	GUARD POST	SPECIFICATION		
		DAY SHIFT	NIGHT SHIFT	
	Letaba Road Camp	1X Grade D armed	1X Grade D armed	
		1X Grade D unarmed	1X Grade D unarmed	
	Worcester Rad Camp	1X Grade D armed	1X Grade D armed	
		1X Grade D unarmed	1X Grade D unarmed	
	Rietbok Road Camp	1X Grade D armed	1X Grade D armed	
		1X Grade D unarmed	1X Grade D unarmed	
	Benfarm Road Camp	1X Grade D armed	1X Grade D armed	
		1X Grade D unarmed	1X Grade D unarmed	
	Gravelotte Road Camp	1X Grade D armed	1X Grade D armed	
		1X Grade D unarmed	1X Grade D unarmed	
	Lulekane Cost Centre	1X Grade D armed	1X Grade D armed	
		2X Grade D unarmed	2X Grade D unarmed	
		13	13	
TOTAL	06	26		

CLUSTER 18	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Giyani Government	3 X Grade D armed	3X Grade D armed
	Complex	12 X Grade D unarmed	3X Grade D unarmed
	Vaalwater Road Camp	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Sekgosese Cost Centre	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
		19	10
TOTAL	03	29	

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

### **VHEMBE DISTRICT**

CLUSTER 19	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Musina Cost Centre	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Muswodi Road Camp	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Mutale Road Camp	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Mutale Cost Centre	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Makonde Road Camp	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	2X Grade D unarmed
	Makonde Mobile	1X Grade D armed	1X Grade D armed
	Regravelling Team	1X Grade D unarmed	1X Grade D unarmed
		12	13
TOTAL	06	2	25

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CLUSTER 20	GUARD POST	SPECIFICATION		
		DAY SHIFT	NIGHT SHIFT	
	Thohoyandou	2X Grade D armed	2 X Grade D armed	
	Government Complex	8X Grade D unarmed	6X Grade D unarmed	
	Makwarela Government	2X Grade D armed	2X Grade D armed	
	Complex	4X Grade D unarmed	4X Grade D unarmed	
		16	14	
TOTAL	02	30		

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

CLUSTER 21	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Thohoyandou Cost	1X Grade D armed	1X Grade D armed
	Centre	1X Grade D unarmed	1X Grade D unarmed
	Malamulele Road Camp	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Malamulele Cost Centre	2X Grade D armed	2X Grade D armed
	& Mechanical Workshop	3X Grade D unarmed	2X Grade D unarmed
	Hlanganani Road Camp	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Hlanganani Stores	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Muswani Road Camp	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
		15	14
TOTAL	06		29

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TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

CLUSTER 22			
	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Vhembe Mobile	1X Grade D armed	1X Grade D armed
	Drainage Team	1X Grade D unarmed	1X Grade D unarmed
	Makhado Cost Centre	2X Grade D armed	2X Grade D armed
	and Bergvieit Road	4X Grade D unarmed	2X Grade D unarmed
	Camp		
	Dzanani Cost Centre	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	LDPWRI Guesthouse	1X Grade D armed	1X Grade D armed
	Palace in Nzhelele	1X Grade D unarmed	1X Grade D unarmed
	Kings Administrative	1X Grade D armed	1X Grade D armed
	Office Thohoyandou	1X Grade D unarmed	1X Grade D unarmed
		14	12
TOTAL	05	26	

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TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE RENDERING PRIVATE SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

CLUSTER 23	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Vhembe District Offices	1X Grade D armed	1X Grade D armed
		2X Grade D unarmed	1X Grade D unarmed
	Minngoni Offices	1X Grade D armed	1X Grade D armed
**		1X Grade D unarmed	1X Grade D unarmed
	Thohoyandou Central	1X Grade D armed	1X Grade D armed
	stores	2X Grade unarmed	2X Grade unarmed
	Thohoyandou Building	1X Grade D armed	1X Grade D armed
	Maintenance	1X Grade D unarmed	1X Grade D unarmed
	Sibasa Government	1X Grade D armed	1X Grade D armed
	Garage	1X Grade D unarmed	2X Grade D unarmed
		12	12
TOTAL	05	24	

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## DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE

# STANDARD OPERATING PROCEDURES FOR RENDERING PHYSICAL SECURITY

#### 1. INTRODUCTION

1.1. These Standard Operating Procedures should be given to the security officers to ensure that they maintain and comply with the Departmental 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.

#### 2. NON-DISCRIMINATION

2.1. 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.

#### 3. PROFESSIONALISM

- 3.1. The security officer should always handle themselves in 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.
- 3.2. All guards to report to duty fifteen (15) minutes before time, for parade and to ensure smooth handing over of shift.
- 3.3. Time IN and OUT of the guards should be recorded in the OB and posting sheets.
- 3.4. Under no circumstances can a guard leave the security post before the arrival of the next guard on duty.
- 3.5. Security officer should be courteous, polite and tactful and that at the same time be firm in executing their duties.
- 3.6. Smoking, drinking and eating while performing duty is strictly prohibited. All such activities should be done in an inconspicuous manner and only during break time.
- 3.7. Physically fitness is essential to the success of security officer in this field. When dealing with an irrate person, the security officer should make all attempts to deescalate the situation and take control.
- 3.8. The service provider must ensure that all his security officers have a basic understanding of services that are rendered at client premises.

#### 4. 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

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must be recorded in red ink on the OB.

#### 5. TEAM WORK

A 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 update on developments at the guard post.

#### 6. 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, each guard post must have a shift leader for control.

#### 7. ATTIRE

- 7.1. Security officer should always be smartly dressed in full uniform as agreed with client at all times while on duty. An identification card must be worn and contain the following:
- 7.1.1. A photograph of the relevant security personnel.
- 7.1.2. Initials and Surname.
- 7.1.3. Identity number.
- 7.1.4. PSIRA registration number and grading

#### 7.2. The standard uniform must consist of at least the following:

- 7.2.1. Shirt
- 7.2.2. Belt
- 7.2.3. Protective clothing against weather (e.g. raincoat)
- 7.2.4. Jacket
- 7.2.5. Shoes / Boots
- 7.2.6. Socks
- 7.2.7. Pants
- 7.2.8. Company Insignia

#### 8. REGISTRATION OF SECURITY OFFICERS

8.1. The security officer should be registered with PSIRA and be in good standing, and should have atleast grade D.

#### 9. EMERGENCY

- 9.1. 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 on their commencement of duty on site.
- 9.2.In event of fire, the following actions must be taken no matter how small the fire might be:
- 9.2.1. Try to extinguish the fire or prevent it from spreading.
- 9.2.2. The security officer to assess the situation and request assistance from the fire brigade.
- 9.2.3. Direct the fire brigade to the fire.
- 9.2.4. Assist the fire brigade in any way possible.
- 9.2.5. In the event of natural disaster, the following actions must be taken:
- 9.2.5.1. The service provider must notify the security manager.
- 9.2.5.2. The security officer must assess the situation determine the extent of the damage.
- 9.2.5.3. Keep inquisitive people away and prevent looting.

#### 10. RESPONSIBILITY OF SECURITY OFFICERS WHILE ON PATROL.

- 10.1. To provide twenty four (24) hours of effective security and effective coverage of the facilities and premises.
- 10.2. To notify and report to the shift supervisor on any irregularities or occurrences during their patrolling duties.
- 10.3. To maintain and record all occurrences in the Occurrence Book and pocket books.
- 10.4. To ensure that the security post is kept clean at all times.
- 10.5. To conduct regular checks / patrolling duties around the premises as required.
- 10.6. Guarding the premises against intrusion on unauthorized entries.
- 10.7. Protecting equipment and properties against act of vandalism, theft or sabotage.
- 10.8. Permitting only authorized person' visitors / vehicle to enter the premises.
- 10.9. Maintain an updated record of those entering and exiting, including vehicles and

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others.

- 10.10. To maintain a high standard of disciplines and smartness in appearance at all times.
- 10.11. Security personnel are not permitted to bring in any friends or relatives into the premises at any point in time.
- 10.12 Area Supervisors must visit the guard post at atleast five times a week, and that should include 3 day visits and 2 night visits or everyday when a risk has been identified.
- 10.13. To manage all the entrances guard post diligently.
- 10.14. Ensure that all vehicles entering without access cards are registered irrespective of employees, visitors, contractors etc.
- 10.15. 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.
- 10.16. 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.
- 10.17. If unable to get the host, security guard must not allow entry of the visitor.
- 10.18. The visitor must be given a visitor pass.
- 10.19. The same procedure for registration as above will be applied for walk-in visitors.
- 10.20. To look out for illegal and suspicious activities.
- 10.21. Inform and report to the Security Manager / Security Supervisor immediately on all matters pertaining to theft, irregular incidents, firefighting or accidents.
- 10.22. Request from all visitors and contractors politely for identification and make the necessary recordings and issuance of pass.
- 10.23. Give direction or direct the visitors in a pleasant manner.
- 10.24. Issuing and collecting of visitor pass in exchange for identity books, identity cards, driver's license when entering or leaving premises.
- 10.25. Record in the Occurrence Book or pocket book on any observations.
- 10.26. 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.
- 10.27. No vehicle to be parked at the entrance of the main gate and along the road.
- 10.28. During patrols, security officers must check the premises and perimeter fencing and ensure that there are security breaches, ensure that no vehicles are parked in sop for security officers

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#### unauthorized area.

10.29. Foot patrol to be done hourly and 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.

#### 11. SECURITY EQUIPMENT

- 11.1. Security officers should be issued with the following equipment's by the security company:
- 11.1.1. Firearms with licenses on the company name.
- 11.1.2. Baton sticks
- 11.1.3. Handcuffs
- 11.1.4. Pocket books
- 11.1.5. Pepper spray
- 11.1.6. Flashlights / Torches
- 11.1.7. Company's firearm with valid license
- 11.1.8. Whistles
- 11.1.9. Riot gear
- 11.1.10. Bullet Proof vests
- 11.1.11. Gun safe lockers
- 11.1.12. Handheld metal detectors
- 11.1.13. Two way radios or at least two company celiphones with airtime.

#### 11.2. The specification for the Handgun is as follows:

- 11.2.1. Pistol (9mmP, 9mmS or 7.65mm), (revolvers shall not be considered due to safety reasons).
- 11.2.2. One full magazine
- 11.2.3. Leather holster.

# 11.3. The specification for the pepper spray to be used should comply with South African National Standards (SANS) as follows:

- 11.3.1. Must be approximately 100 ml bottle
- 11.3.2. Must be a direct stream pepper spray- spray must only start dispensing after 2 meters
- 11.3.3. Must have a cordura pouch with a belt loop of no less than 85 mm

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- 11.3.4. Pepper active ingredient must be OC or Nonivamide (PAVA), Capscin 2
- 11.3.5. Active ingredients must not be no less than 0,25% and no more than 1.3 % active capsalcinoids
- 11.3.6. Shelf life 3 years minimum
- 1136.7. Canister must be corrosion free

#### 12, SECURITY REGISTERS

- 12.1. The Risk Management Unit (RMU) and Security Service Provider (SSP) shall agree to which registers are required on site. All registers and Occurrence Books are to be purchased by the service provider 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.
- 12.2. All registers and Occurrence Books shall remain the property of the department.
- 12.3. All full registers and OBs must be handed to the RMU for filing and safeguarding purposes.
- 12.4. 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.
- 12.5. 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**.
- 12.6. The following security registers should be used as per site requirement as well as any other type of register agreed on:
  - i. Occurrence Book (OB)
  - ii. After hours register,
  - iii. Visitors register,
  - iv. Asset register,
  - v. Access card register
  - vi. Firearm register for Security Officers (In & Out register)
  - vii. Firearm Permit. (authority to use company's firearm)
  - vili. Firearm register for personnel and visitors

- ix. Government motor vehicle register
- x. Lost and Found Property register
- xi. Staff key control register
- xii. Key control register
- xili. Private owned vehicle register
- xiv. Delivery vehicle register
- xv. Hourly patrol register
- xvi. Pocket Book/Note Book
- xvii. Vehicle patrol checklist
- xviii. Premises patrol checklist

#### 13. 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.

#### 13. ACCESS CONTROL (PEDESTRIAN)

- 13.1. The security officers shall supervise the entry and exit of all people entering / exiting the premises.
- 13.2. The security officer shall verify that all persons have proper ID cards belonging to that particular individual, visibly displayed at all times.
- 13.3. 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. 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 for further appropriate actions.
- 13.4. Any person without a proper ID card shall not be allowed access the premises.
- 13.5. 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.

#### 15.. ACCESS CONTROL (VEHICLE)

15.1. The security officers shall control the entry / exit of vehicles in / out the departmental facilities.

- 15.2. When the vehicle belongs to a visitor, the security officers must ensure that the parking has been arranged by the host prior to allowing the vehicle access to the facility.
- 15.3. 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.

#### 16. ACCESS CONTROL AFTER HOURS, WEEKENDS AND PUBLIC HOLIDAYS

- 16.1. 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.
- 16.2. The security officers must ensure all information is legible and accurate.
- 16.3. 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.
- 16.4. These procedures are applicable for vehicles as well as pedestrian access to facility.

#### 16. SEARCHING

- 16.1. 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:
- 16.1.1.Stolen goods
- 16.1.2. Dependence producing drugs
- 16.1.3. Arms or ammunitions
- 16.1.4. Any other dangerous weapons
- 16.1.5.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.

16.2. 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.

- 16.3. 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.
- 16.4. 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.
- 16.5. There should be a separate room or office (with a door) to conduct the search of a person.
- 16.6. 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. 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.
- 16.10. Refusal to search by employees and or visitors must be recorded and processed according to the following procedures:
- 16.10.1. 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.

16.10.2. 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.

### 17. COMMUNICATION AND ASSOCIATED EQUIPMENT TO BE PROVIDED BY SERVICE PROVIDER

- 17.1. Whenever a location requires more than one-security post and / or security patrols, the service provider 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.
- 17.2. 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.
- 17.3. 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.

#### 18. CONTINGENCY PLANS

- 18.1. The service provider must have contingency plans to cover the following scenarios:
- 18.1.1. A strike by the service provider's security personnel.
- 18.1.2. Provision of extra security officers to assist the department in event of labour unrest / strike situations at the departmental facilities.
- 18.1.3. 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.
- 18.2. Detailed contingency plans shall be agreed upon between the Risk Management unit and the service provider. The number of security officers shall also be agreed upon between the above parties. The RMU shall approve the contingency plan and staff component required.

18.3. 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.

18.4. Should the security personnel embark on strike action, which is caused by the failure of the service provider to pay wages and as a result the department's premises are left unattended to or no contingency plan is given; the service provider 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 any notice of the intention to terminate.

18.5. 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, shall immediately submit a contingency plan acceptable to the department to ensure continuity of services.

18.6. In case the service provider fails to submit the required plan within three (3) hours, the department reserves the right to acquire such services from another service provider 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.

18.7. The department shall not unreasonably reject the contingency plan submitted by the service provider, and shall engage the service provider, to immediately comply with the requirements before soliciting third party's services. Upon unacceptability of the contingency plan and after the unsuccessful engagement with the contractor, the department shall forthwith inform the service provider in writing of its intentions to solicit the services of the third party.

APPROVAL OF THE SOP

APPROVED/ NOT APPPROVED

MR M:J PHUKUNTSI

**ACTING HEAD OF DEPARTMENT** 

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