

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	LDPWRI-CR/20365	CLOSING DATE:	04 JULY 2023	CLOSING TIME:	11H00
RENDERING SECURITY SERVICES AT VARIOUS GUARD POSTS FOR THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS.					
DESCRIPTION					DEPT. OF PUBLIC WORKS, ROADS & INFRASTRUCTURE SUPPLY CHAIN MANAGEMENT OFFICE
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CNR RIVER & BLAAUBERG STREET				04 -07- 2023	
LADANNA				SECRETARIAT LIMPOPO PROVINCE	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MOTSOPYE NJ		CONTACT PERSON	MALUME NVR	
TELEPHONE NUMBER	015 284 7126		TELEPHONE NUMBER	015 284 7143	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	MotsopyeNJ@dpw.limpopo.gov.za		E-MAIL ADDRESS	MalumeNVR@dpw.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR 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."

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

SIGNATURE OF BIDDER:

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

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 State institution

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

2.2.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

6.2.2

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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 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

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

10/05/25

**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	80
SPECIFIC GOALS	20
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:

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 \\
 Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)
 \end{array}$$

Where

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

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 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 1983 and 1993(Attach copy of ID)	-	6	-	
Women (Attach Director's certified copy South African ID as proof)	-	3	-	
Disabled Persons (Attach letter from Health Professional as proof)	-	2	-	
Promotion of SMMEs (Attach Financial statement as proof)	-	2	-	
Enterprise located in Limpopo Province and or District (Attach proof of address i.e Municipal bill, letter from traditional authority/councilor/ Lease agreement)	-	4	-	
Promotion of youth (Attach Director's certified copy South African ID as proof)	-	1	-	
Promotion of enterprises located in rural areas (Attach proof of address i.e Municipal bill, letter from traditional authority/councilor/ Lease agreement)	-	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:

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 UNTIL 2024/27 FINANCIAL YEARS.



LIMPOPO

PROVINCIAL GOVERNMENT

REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE

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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 UNTIL 2024/27 FINANCIAL YEARS.

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, that is, five (5) Districts for a period of thirty-six (36) months.

2. BACKGROUND

The Limpopo Department of Public Works, Roads and Infrastructure requires the provision of physical security services at various guard posts for safeguarding the State property, personnel and information.

3. OBJECTIVE

To appoint a suitable 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. **"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.
- 4.2. **"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.
- 4.3. **"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.
- 4.4. **"Client"** - means Limpopo Department of Public Works , Roads and Infrastructure

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 UNTIL 2024/27 FINANCIAL YEARS.

- 4.5. **"Comparative Price"** - means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.
- 4.6. **"Consortium"** - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.
- 4.7. **"Disability"** - means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 4.8. **"Firm Price"** - means the price that does not change for the contract period and which is stated in the agreement.
- 4.9. **"Goods"** – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to DEPARTMENT by the successful vendor in terms of this bid.
- 4.10. **"Internal Collaboration"** - means collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.
- 4.11. **"Joint Ownership"** - (also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.
- 4.12. **"Joint Venture" - (Project)** means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance.

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 UNTIL 2024/27 FINANCIAL YEARS.

It is about sharing risk with others and providing one or more missing and needed assets and competencies.

- 4.13. **“Management”** - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 4.14. **“Person(s)”** - refers to a natural and/or juristic person(s).
- 4.15. **“Rand Value”** - means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.
- 4.16. **“Successful Bidder”** - means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.
- 4.17. **“SMME”** – bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
- 4.18. **“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.
- 4.19. **“Trust”** - *means* the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 4.20. **“Trustee”** - *means* any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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 UNTIL 2024/27 FINANCIAL YEARS.

5. ABBREVIATIONS/ACRONYMS

Abbreviations are as follows and remain constant throughout this document:

i.	Limpopo Department of Public Works, Roads and Infrastructure DPWRI	
ii.	Security Manager	SM
iii.	Security Administrator	SA
iv.	Private Security Industry Regulatory Authority	PSIRA
v.	Identification card	ID card
vi.	Occurrence book	OB
vii.	Security Service Provider	SSP
viii.	South African Police Services	SAPS
ix.	Security Management Unit	SMU
x.	Security Officer	SO
xi.	Service Level Agreement	SLA

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
- 6.8. Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)

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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 UNTIL 2024/27 FINANCIAL YEARS.

6.9. Preferential, Procurement Policy Framework, 2000 (Act 5 of 2000)

6.10. Protection of Personal Information Act, 2013 (Act 4 of 2013)

7. SECURITY SERVICE PROVIDER OBLIGATIONS

7.1. Scope of Service in the Department of Public Works, Roads and Infrastructure.

7.1.1. Security Service Provider shall **bid for 5 (five) clusters only** out of the 27 (twenty-seven) clusters advertised and the company scoring the highest points will be **awarded one cluster** only.

NOTE: The department will **negotiate price** with recommendable service providers.

7.1.2. Conditions for cluster 7 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 Ministerial Handbook. 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.

7.1.2 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.

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2024

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 UNTIL 2024/27 FINANCIAL YEARS.

- ✓ Rights of workers will also form part of the contract between the Department and the appointed Service provider.

7.1.3. The services required will be for a period of thirty-six (36) months from the date as per letter of acceptance.

7.1.4. The Security Service Provider(s) shall indicate on its proposal the costs per month all-inclusive, which implies that no extra cost shall be levied. The cost per guard must be in accordance with the relevant prescripts, which include but not limited to Sectoral Determination 6 PSIRA Illustrative Contract Pricing and Basic Condition of Employment Act.

7.1.5. 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 when need arises, in this case the Security Service Provider will be notified in writing a month prior to the termination or transfer of services.

7.1.6. The SSP will sign the Service Level Agreement (SLA) with the department after receiving the appointment letter.

7.1.7. The prices are meant to be firm, no price increase will be allowed for the duration of the contract.

7.2. Minimum requirements when providing security services in the Department are as follow:

7.2.1. 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 shall have an updated PSIRA registration card on their possession at all times.

7.2.2. The Security Service Provider shall comply with the PSIRA requirements with emphasis to the code of conduct of PSIRA.

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7.2.4. The SSP shall conduct regular checks or execute patrol duties around the premises and parking areas as required.

7.2.5. The Security Officers are to guard the Departmental premises against unauthorized access and entries.

7.2.6. The Security Officers are to protect the departmental and employee's equipment and properties against act of vandalism, theft or sabotage.

7.2.7. The Security Officers are to provide 24 hours of effective security and safety coverage of the facilities. Maintain and record all occurrences in their pocket books/note books and later be recorded in the OB.

7.2.8. All Security Officers shall wear appropriate clean uniforms while on duty without exception. The Security Service Provider shall comply with the type of uniform specified on the site job descriptions and the Service Level Agreement. For the purpose of this tender, the security service provider shall provide either one of the following two types of uniforms):

- **Corporate uniform**, which comprises of matching private uniform for all security officers with the security company logo
- **Combat uniform**, which comprises of same colored shirt, trousers, cap, boots for the entire security personnel with visible company logo displayed at all times at all other clusters/guard posts.

7.2.9. The SSP shall provide at least two fully complete pairs of uniform at the beginning of every year.

7.2.10. Each Security Officer must be physically fit and mentally capable of performing all assigned duties. This will be achieved by ensuring that parades are held fifteen minutes before the reporting time and by ensuring that each Security Officer receives regular customized training.

Note: Physical or mental assessment report from medical practitioner might be required when the department experience challenges with the security personnel.

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- 7.2.11. The Department reserves the right to review all minimum requirements in terms of provision of services and instruct the removal of any security officer who is unable to perform his or her duties accordingly.
- 7.2.12. All Security Officers are at least required to be able to read, write, speak and understand English.
- 7.2.13. Security Officers are to be professional, courteous, friendly, tactful and helpful at all times and at the same time be firm in executing their duties.
- 7.2.14. All Security Officers are to maintain a high standard of discipline and smartness in appearance at all times.
- 7.2.15. Security Officers are not permitted to bring in any friends or relatives into the Departmental premises at any point of time while on duty.
- 7.2.16. All Security Officers shall be expected to report to work on time and for a particular shift as designated per site job description.
- 7.2.17. 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.
- 7.2.18. No Security Officer shall be allowed to work more than twelve (12) continuous hours without knocking off or break.
- 7.2.19. No Security Officer will be allowed to leave their posts without being properly relieved and it is the Security Service Provider's responsibility to ensure continuous uninterrupted security services.
- 7.2.20. During the changing of shifts or changing of supervisors, a proper written handing over should be made in the occurrence book including the name of the appointed shift leader.
- 7.2.21. The Shift Leader/ Security Officer taking over the shift must satisfy himself/

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herself that all is in order before accepting full responsibility. He/ she must check that any equipment, torches, two way radios, telephones, firearms, etc. are on hand and in operational order.

- 7.2.22. He/ she must also ensure that all required security registers are up to date and on hand. Should there be any keys on hand, these must also be checked. The Security Officer taking over duty must sign all appropriate registers thereby verifying that all is in order.
- 7.2.23. On site where Security Officer performs patrol duties, the Security Officer going off duty and the one reporting for duty will do one full perimeter patrol together to ensure that all is in order before duty is handed over.
- 7.2.24. Should the relief Security Officer not arrive, the Security Officer on duty must inform his/ her supervisors and make the necessary arrangements to be relieved. In this instance the Security Officer will remain on duty until such time as he/ she is relieved.
- 7.2.25. The SSP should have no less than **five million rand (R 5, 000,000.00) Liability insurance**. This requirement does not imply that the department is in contract with the Public Liability Insurer. The claims in relation to loss if a breach of security resulted by negligence which incriminate security officers has occurred at the departmental facilities shall be recovered from the monthly claims of the service provider who will in turn claim from his / her Public Liability Insurer. The value of the claim shall be as per departmental Asset Register without any depreciation.
- 7.2.26. The successful bidder shall furnish the Department with a copy of the policy cover and a letter from the relevant Financial Institution confirming that the policy is effective. The Department reserves the right to require the service provider to produce a letter from the insurance company not older than thirty (30) days confirming the existence of the policy at any given time.

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7.3. Access control (visitors)

- 7.3.1. The Security Officers shall supervise the entry and exit of all people entering and/or exiting the premises.
- 7.3.2. The Security Officers shall verify that all employees have proper ID cards visibly displayed at all times.
- 7.3.3. The Security Officers are responsible for ensuring that his/her security measures adhered to at all times all entry/ exit points and whenever conducting security patrols.
- 7.3.4. Whenever the Security Officer continuously fails to adhere to this measure, security management unit must escalate the matter to the management of the Security Service Provider for further appropriate actions.
- 7.3.5. Any visitor without a proper ID card shall not be allowed access to the premises.
- 7.3.6. If the employee forgot his / her ID card or lost it, he / she must be treated as a visitor and will be recorded on the Staff Register. The official must ensure that he/or she arrange the access card with 30 working days.
- 7.3.7. All visits to the Departmental facilities shall be confirmed with the employee being visited for approval.
- 7.3.8. All visitors must be directed to the reception desk for a visitor's slip and/ or temporary access card. Where there is no reception desk, the Security Officer shall issue a visitor's slip and/ or temporary access card and record the visitor's particulars in the visitors register.
- 7.3.9. After completion of the visit, the signed visitors slip and/ or temporary access card must be collected/handed in at the receptionist/ security checkpoint prior to the visitor being allowed to exit the premises.
- 7.3.10. Any missing slip/ card must be reported to the Security Administrator for investigation.

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NB: There are no Exceptions to this Procedures!!

7.3.11. Any problems or unusual occurrences must be recorded in the OB and reported to Security Manager (or his/ her authorized delegate).

7.3.12. In the event of an emergency occurring after hours, the Security Administrator and the relevant emergency management organization must be contacted immediately.

7.4. Access control (vehicle)

7.4.1. The Security Officers shall control the entry and exit of vehicles in and out the Department facilities and parking areas. All vehicles shall have valid parking permits clearly displayed.

7.4.2. When the vehicle belongs to a visitor, the host through Transport section must ensure the parking has been arranged prior to allowing the vehicle access to the facility (applicable sites). The parking areas should be controlled and constantly monitored.

7.4.3. Dispatching and receiving goods procedures may include specific security responsibilities to be performed by the Security Officers. The Security Management Unit shall issue the necessary instructions on the recording of the goods received or dispatched. Under no circumstances shall a security officer receive goods on behalf of the Department.

7.5. Access control (after hours, weekends and public holidays)

7.5.1. All persons i.e. employees and non-employees wanting access afterhours, weekends and public holidays are required to record all relevant information in the After Hours Register maintained by the Security Officers.

7.5.2. The Security Officer must ensure all information is legible and accurate.

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7.5.3. Any attempts of unauthorized access shall be recorded in the OB and access shall be denied. The matter shall also be reported to Security Management Unit immediately.

7.5.4. These procedures are applicable for vehicles as well as pedestrian access to site.

7.6. Procedures and record keeping

7.6.1. The SM and SSP shall agree as to which Security registers are required on site. All registers and Occurrence Books are to be purchased by the Security Service Provider and should be available at all job sites /guard posts, maintained by the Security Officers and properly archived for future reference for audit trail. All registers are to be uniform (unless specified otherwise and agreed with security management unit). All registers and Occurrence Books shall remain the property of the Department.

7.6.2. In terms of the Protection of Personal Information Act 4 of 2013, Personal information must be protected from unauthorized access, therefore all registers generated at access control points must be handed over to security management so that they can be filed and sent for destruction at the appropriate time by Records Management.

7.6.3. Occurrence Book (OB) must be kept at all security posts. All security related incidents and any unusual occurrences must be recorded per OB reference number in adequate detail for easy understanding. For example, a bomb threat or fire alarm should be recorded in the OB and all details noted as to time/ duration/ disposition, etc. Whenever in doubt, record all details in the OB.

7.6.4. Keys must be managed by the Security Management Unit as per Key Control Policy. (under no circumstances officials must leave their office key security officer.

7.6.5. Equipment and/ or property removal procedures should strictly be complied with

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at all times. Whenever the Department's property is being removed from the premises, the appropriate removal permits (to be supplied by the Departmental Asset and Logistics Management) must **BE COMPLETED WITH ALL THE NECESSARY DOCUMENTATION.**

7.6.6. Employee's / visitor's personal property, such as (but not limited to) laptops, PC's, IPad, etc. brought to the Department premises must have a permit form (to be supplied by the Department) and be **COMPLETED WITH ALL THE NECESSARY DOCUMENTATION.**

7.7. Search of persons

7.7.1. Searching of persons entering/ exiting the Department premises is the responsibility of the Security Officer and must be done in accordance with the provisions of Control of Access to Public Premises and Vehicles Act, and the law in general. The Security Service Provider shall be regarded as an independent entity and as such must comply with the law.

7.7.2. 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.

7.7.3. Searching of a person must be done with the consent of the person to be searched; such consent must be free and voluntary given and preferably in the presence of a witness. Unlawful searches by a Security Officer could result in civil action for damages in addition to criminal prosecution for assault.

7.7.4. Any article confiscated must be given to a police official as soon as possible In addition, the Security Officer's supervisor and SMU must be informed

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immediately and all information be recorded in the OB. The security officer shall provide detailed report on incident as soon as possible.

7.7.5. There should be a separate room or office with a door to conduct the search of a person. Search of any person must be made with due regard to decency and order. A search should be done by people of same gender. 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 person who conducted the search and a witness. All shift leaders must be trained to conduct pat own search.

7.7.6. Any refusals for searches must be immediately reported to the SMU and recorded in the OB.

7.8. Exception for search

Any persons lawfully in charge of the premises (including the Security Officer but not limited to) who reasonably suspects that in any area of the premises that he/she is guarding contains:

7.8.1. Stolen goods

7.8.2. Dependence producing drugs

7.8.3. Arms or ammunitions

7.8.4. Any other dangerous weapons

7.8.5. 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 SMU to secure explosives to avoid disturbing them and risk danger to employees or other personnel. The relevant emergency numbers and procedures shall apply.

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7.9. Searching of vehicles.

- 7.9.1. 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.
- 7.9.2. Vehicle searches are to be done as prescribed by SMU directives / policy / site job description.
- 7.9.3. Visitors shall be reported to the SMU (including vehicle registration number, if (available) even though they might have left the premises.
- 7.9.4. Any refusal for search should cause the Security Officer to be more alert to details regarding the description of the vehicle/ person and of any boxes/ briefcases/ equipment etc. inside (and visible in) the vehicle shall be denied access to the premises.
- 7.9.5. Any person who refuses to allow his/ her property or vehicle to be searched on exit may have his/ her vehicle confiscated if there are reasonable grounds for believing that he/she is in possession of unauthorized property.
- 7.9.6. Random search must be conducted twice a month and it must be recorded on the OB.

7.10. Responsibilities of the security officer while on patrol

- 7.10.1. Observe record and correct if possible any/ all security breaches (for example – fence holes, gates broken, etc.) Report all incidents to the SA. Relevant OB entries shall be made.
- 7.10.2. Recognize and report any signs of attempted and/ or successful unauthorized entries. Record details in OB for further reference.
- 7.10.3. Observe record and report any fire, electrical and/ or safety hazards to the SA and other relevant authorities. Where possible, immediately rectify those hazards.
- 7.10.4. Observe, record and report any unauthorized persons or vehicles.

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- 7.10.5. Ensure all emergency entrances or exits are not obstructed and are operational.
- 7.10.6. Ensure all security lights are functioning properly.
- 7.10.7. Ensure all fire hoses, fire extinguishers and smoke detectors have not been tampered with and report any defects to the SA. Record the relevant defects in the OB.
- 7.10.8. Ensure all windows, doors and gates are locked and the technical access control system and alarms is operational. Report any problems immediately to the SA and record in the OB.
- 7.10.9. Patrols are to be done on foot unless specified differently by Security management Unit.
- 7.10.10. The Security Officer must ensure that he/ she clocks in at all the checkpoints and within the required time intervals at all locations enhanced with security control clocking systems. All defects or tampering with these clocking systems must be reported to the security supervisor and the Security Administrator immediately. An appropriate OB entry must also be made.
- 7.10.11. All patrols and any irregularities must be recorded in the OB and reported to relevant individuals.

7.13. Communication and associated equipment to be provided by security service provider.

- 7.13.1. Whenever a location requires more than one-Security Officer to be posted and/ or for security patrols, the Security Service Provider must provide a 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 and the SA shall check this equipment and any defects handled accordingly.
- 7.13.2. Each guard posts should be provided with a two-way radio or cell phone for effective communication.

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7.13.3. Where possible, the department shall provide telephones at all Security posts (with few exceptions) to be used for official business only.

7.13.4. Under no circumstances shall the service provider or their employees be allowed to use the department assets (for example but not limited to photocopy machines, paper, staples, etc.) without the written permission of the SMU.

7.14. Strike action (security officers)

7.15.1. Should the security officers embark on industrial action, and as a result the Department's premises are left unattended to or the Security Service Provider does not activate contingency plan; the Security Service Provider shall be in breach of this agreement. Such breach shall entitle the Department to procure the services from any competent Security Service Provider and the contracted Security Service Provider shall forfeit any payment due for that particular month(s). Should the dispute remain unresolved for a period of seven (07) days, the matter will be handled according to the applicable Service Level Agreement.

7.15. Protection services

7.16.1. The Security Service Provider shall be required to provide protection services at all times. Protection services may include the following:

- a) Protection of the Department site and premises.
- b) Protection of properties, assets, information, and employees.
- c) SSP at head office will occasionally be required to escort procurement management services during closure of tender box and collection of tender documents.

7.16. Security service provider's personnel obligations/ responsibilities.

Before commencing services at the Departmental site, the Security Service Provider shall provide Security Management Unit with the following information and documentation:

- 7.16.1. List of managers/ supervisors who shall authorize services being rendered on the site. This list shall include office and after hours/ weekend telephone contact numbers.
- 7.16.2. Name of Operational Manager and Supervisor who will attend all mandatory security meetings on behalf of the security company. This shall be a person who is knowledgeable and can take a decision where necessary.
- 7.16.4. 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 of his staff as well as labour relations problems with staff.
- 7.16.5. Security Inspections shall be conducted by either the Site Manager/Supervisor or Operations Manager and such inspections should be recorded in the SSP's Occurrence Book at the guard post.
- 7.16.6. List of Security Officers who shall be working on a specific site. This list shall contain the following information:
 - 7.16.6.1. Name and Surname
 - 7.16.6.2. Valid PSIRA registration number
 - 7.16.6.3 PSIRA grading
 - 7.16.6.4. Identification number
 - 7.16.6.5. Name of training institution

NB. The above list shall be updated whenever Security Officer(s) details change.

7.17. Fire

- 7.17.1. When Security Officer(s) are on duty and a fire is detected, they must immediately inform the nearest Fire Brigade and other emergencies. The Security Officer must inform the security administrator (or appointed delegate) immediately. The incident must be recorded in detail in the OB.
- 7.17.2. If it appears to be an extinguishable fire, then the Security Officer must first attempt to extinguish it before calling the fire brigade. Where there is more than one Security Officer on site, one should inform the relative parties mentioned above while the other(s) attempt to extinguish the fire. OB entries to be made for reference checks.
- 7.17.3. A full detailed report is to be provided to the SA within 12 hours of the incident.
- 7.17.4. It is imperative that the local emergency numbers are available at all Security Officer posts. The SA shall provide these numbers.
- 7.17.5. Where necessary a more detailed procedure shall be provided in the departmental Emergency Plan.

7.18. Invoices and payments

- 7.18.1. Invoices for services rendered must be sent to the SA for certification. Shall be to the expenditure and accounts section for processing and payment. Failure to submit the invoice accordingly may cause unnecessary delays.
- 7.18.2. An invoice must at least be submitted to SMU before the 3rd of each month to allow the payment system to run and payment done on time.
- 7.18.3. Payments to Security Service Providers shall be done in accordance with conditions stipulated in the contract document between the Department and the Security Service Provider.

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7.19. General

- 7.19.1. The SMU shall provide the Security Service Provider with a detailed list containing site addresses, contact person's names and telephone numbers of all sites where the Security Service Provider shall be required to render physical security services.
- 7.19.2. The SMU shall provide lockable facilities wherein lost and found can be safeguarded
- 7.19.3. Examples of security systems are, but not limited to turnstiles, mantraps, CCTV cameras, Security Officer monitoring system, card readers, etc.
- 7.19.4. The SSP shall be responsible for immediately reporting any maintenance or repairs that need to be carried out at sites with access control security systems.
- 7.19.5. The department shall be responsible for ensuring that all perimeter fences, gates, security and terrain lights are in a good state. The Security Officers are responsible for reporting any observed deviations in perimeter security to their supervisor. The security supervisor must report problems to the SMU and logged in the OB.
- 7.19.6. The SMU shall monitor all Security Officer posts to ensure that the SSP is rendering security services in accordance with the signed contract and that the standard of service rendered is to the department's satisfaction.
- 7.19.7. The department shall be responsible for repairing all security breaches (holes in fence, broken windows, non-functioning access control systems, etc.) reported within 24 hours. Where these security breaches cannot be repaired within this time frame, the SMU and SSP must introduce contingency plans to ensure that no losses are suffered as a result of the security breach.
- 7.19.8. The SMU shall provide gun safes in which to safeguard all firearms.
- 7.19.9. The department reserves the right to do security screening/ record checking on

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any security officer.

8. THE DEPARTMENT'S OBLIGATIONS

- 8.1. The department shall be responsible for providing initial job descriptions for all sites/security points where physical security services are required.
- 8.2. No alterations, deletions or additions may be made to the job descriptions without the Security Manager's signature and approval. Permanent alterations shall be ratified by means of signatures of relevant parties.
- 8.3. Copies of the job description to be distributed the following stake holders:
 - 8.3.1. Original – Security Management Unit
 - 8.3.2. Copy 1 – Supply chain contract Management
 - 8.3.3. Copy 2 - One at each security point/sites
 - 8.3.4. Copy 3 – Security Service Provider
- 8.4. Standard operating procedure together with job descriptions shall be reviewed as and when the need arises. Any proposed amendments shall be negotiated with the Security management and the Security Service Provider.

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

- 8.6.1. Type of site where security service is required.
- 8.6.2. Hours of duty for which security service is required.
- 8.6.3. Type of security service required, e.g. access control, static guarding, patrols, protection etc.
- 8.6.4. Grade of guard e.g. Grade D or above.
- 8.6.5. Dress code e.g. combat or corporate type of uniform
- 8.6.6. Detailed description of what security functions the

Security Officer(s) are

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required to perform

- 8.6.7. Details of any site special requirements, i.e. verifying if offices are locked, checking fire hoses and fire extinguishers are not missing or broken, access controls functioning properly, etc.
- 8.6.8. List of registers to be maintained.
- 8.6.9. Security Officers functions in the event of an emergency.
- 8.6.10. Whether the Security Officer should be armed or not.
- 8.6.11. Whether two-way radios or remote panic buttons are required.
- 8.6.12. The amount of the required liability insurance cover
- 8.6.13. The types and number of firearms required.
- 8.6.14. Any other site specific requirements designated by the Department.

8.7. Hours of duty

8.7.1. 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.

8.7.2. The Department reserves the right to change the duty hours to suit its requirements. Changes to duty hours shall be conveyed to the Security Service Provider at least 1 (one) week prior to the change being implemented. In case of an emergency, the matter shall be handled in a manner to be agreed upon between the SMU and SSP. (This shall be done without violating the Basic Condition of Employment Act and PSIRA Act.

8.8. Guard huts/shelters

8.8.1. The Department shall provide suitable guard huts/shelters for the Security Officers where physical security services are being rendered. The SA shall ensure that a table and an appropriate number of chairs are provided in the guard hut/shelter.

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- 8.8.2. The Department shall also provide proper toilet facilities.
- 8.8.3. In the event of the Department being unable to provide these facilities, the Security Service Provider may be requested to provide them. Responsibility for providing these facilities shall be mutually agreed upon between the Department and the Security Service Provider.
- 8.8.4. The Department shall provide cleaning detergents and equipment to the Security Officers for cleaning purposes.
- 8.8.3. The Security Service Provider shall be responsible for maintaining general good housekeeping of all security posts, huts and other facilities within their working areas. For example, no trash on floors or in parking areas, no clogging toilets, no smoking in restricted areas, etc.

9. Additional special conditions

- 9.1. The Security Service Provider shall pay his/her employees at least a minimum monthly basic wage in line with the applicable South African Law. Security Service Providers must determine the pay days and be confirmed in writing with employees. Delayed salary payments will be a material breach and punitive measures will be applied against the security service provider, which may result in termination of the contract.
- 9.2. The Department reserves the right to request proof of payment for Security Officers from the contracted Service provider and /or the Security Officers.
- 9.3. Security Officers shall be given detailed salary advices on a monthly basis indication all deductions.
- 9.4. Only companies having security basic equipment as per specification shall be considered for rendering service. e.g. firearms are one of the requirements.
- 9.5. Security companies must comply with the Firearms Control Act (Act 60 of 2000) to qualify to render service in the department.

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10. Security Registers and equipment

10.1. The following security registers should be used as per site requirement:

- i. After hours register,
- ii. Occurrence Book,
- iii. Visitors register,
- iv. Asset register,
- v. Access card register
- vi. Information register
- vii. Telephone register
- viii. Firearm register for Security Officers
- ix. Firearm register for personnel and visitors
- x. Government motor vehicle register
- xi. Lost and Found Property register
- xii. Staff key control register
- xiii. Key control register
- xiv. Private owned vehicle register
- xv. Delivery vehicle register
- xvi. Hourly patrol register
- xvii. Pocket Book/Note Book
- xviii. Any other register that may be required
- xix. Vehicle patrol checklist
- xx. Premises patrol checklist

10.2. Security equipment to be provided by SSP;

- i. Torches/flashlights
- ii. Two way radio or cell phones with Airtime
- iii. Baton sticks

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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 UNTIL 2024/27 FINANCIAL YEARS.

- iv. Rain suits
- v. Pepper Spray
- vi. Pepper liquid based pepper spray
- vii. Riot gear
- viii. Hand held metal detectors
- ix. Firearms
- x. Whistle
- xi. Handcuffs

10.3. The specification for the Handgun is as follows:

- i. Pistol (9mmP, 9mmS or 7.65mm)
- ii. One full magazine
- iii. Leather holster

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

- i. Must be approximately 100 ml bottle
- ii. Must be a direct stream pepper spray- spray must only start dispensing after 2 meters
- iii. Must have a cordura pouch with a belt loop of no less than 85 mm
- iv. Pepper active ingredient must be OC or Nonivamide (PAVA), Capscin 2
- v. Active ingredients must not be no less than 0,25% and no more than 1.3 % active capsaicinoids
- vi. Shelf life 3 years minimum
- vii. Canister must be corrosion free

10.5. The standard full uniform must consist of at least the following:

- i. Shirt
- ii. Belt

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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 UNTIL 2024/27 FINANCIAL YEARS.

- iii. Protective clothing against weather (e.g. rain coat, caps)
- iv. Jacket
- v. Shoes / Boots
- vi. Socks
- vii. Pants
- viii. Company Insignia

11. EVALUATION CRITERIA

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

- a. 1st Phase: Administrative Compliance and Bid Conditions.
- b. 2nd Phase: Functionality Evaluation.
- c. 3rd Phase: Price and Specific goals.

A. 1ST PHASE : ADMINISTRATIVE COMPLIANCE AND BID CONDITIONS

i. Compliance Evaluation Tool

- 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 listed on 11.1, the following must also be complied with by consortia and joint ventures:

- ✓ Attachment of the signed agreement between parties.
- ✓ Letter of appointment by consortia/Joint Venture parties to a representative to sign the bid document.

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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 UNTIL 2024/27 FINANCIAL YEARS.

- h) Valid Private Security Industry Regulatory Authority Certificate in the name of the Company as per Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014 (Submit original 3 months Certified Copy of PSIRA Certificate of the Company) not copy of copied document.
- i) Recent Letter of good standing not older than six months from Private Security Industry Regulatory Authority (PSIRA) in the name of the Company **in which atleast the name of director(s) appears as well any number of security officers currently registered under the company.** (Submit Certified Copy not older than 3 months) not certified copy of copied document.
- j) Certified copy (ies) of Proof of Grade A or B PSIRA Certificate(s) for Directors and /Or all members of Close Corporation and /or, all trustees, Administrators if is a Partnership and/ or all Trustees, Administrators if the Applicant is a Foundation and /or any Person Performing Executive/Management Functions of the Applicant if the applicant is a Sole Proprietor. (Submit original Certified Copy of PSIRA Certificate(s) as per the Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014.
- k) Valid Unemployment Insurance Fund (U.I.F.) registration Certificate in the name of the Company (Submit original Certified Copy not older than 3 month) not certified copy of copied document.
- l) Valid letter of good standing from Workman's Compensation Commissioner/ COIDA in the name of the Company (Submit original Certified Copy not older than 3 month) not certified copy of copied document.
- m) Valid Fire-arm licenses for Pistols (9mmP, 9mmS or 7.65mm) in the name of the Company (Submit Certified Copy not older than 3 months) not certified copy of copied document.

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 UNTIL 2024/27 FINANCIAL YEARS.

- n) Company resolution letter authorizing a particular person to sign the bid documents (Original).
- o) Valid proof of Provident fund in the name of the Company (Submit original Certified Copy) not certified copy of copied document.
- p) Valid copy of Liability Insurance of R5,000,000.00 from credible financial institution.
- q) Submit complete and accurate pricing schedule per cluster of your choice.
- r) Central Supplier Database proof of registration.
- s) Cancellation without signature will automatically disqualify the bidder.

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

B. 2ND PHASE: FUNTIONALITY

i. Functionality Evaluation Tool

- Those bidders who have been evaluated on functionality and attained the minimum of **seventy (70) points** will proceed to the next phase of evaluation of price and specific goals points.

No.	Criteria	Sub-criteria (break-down)		Weight
1.	COMPANY EXPERIENCE			20%
	Bidders must demonstrate an in-depth experience and expertise in the field of Security Services within Government or Private Sector,	More than nine (9) years' experience	20	
		More than six (6) to nine (9) years' experience	15	

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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 UNTIL 2024/27 FINANCIAL YEARS.

	<p>(Attach one of the following documents:</p> <ul style="list-style-type: none"> • Official Purchase Orders, or • Service Level Agreements, or • Appointment Letters with contact details and value of contracts) 	More than three (3) to six (6) years' experience	10	
		One (1) to three (3) years' experience	5	
		No submission of evidence or less than one (1) year experience.	0	
2.	CONTINGENCY PLAN			15%
	Submission of company a detailed contingency plan which addresses critical risk areas or factors. This document must be attached to the bid document	Availability of company detailed contingency plan which addresses ten(10) and above critical security risk areas or factors	15	
		Availability of company detailed contingency plan which addresses five (5) to nine (9) critical security risk areas or factors	10	
		Availability of company detailed contingency plan which addresses one (1) to four (4) critical security risk areas or factors	5	
		Non-submission of company contingency plan which	0	

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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 UNTIL 2024/27 FINANCIAL YEARS.

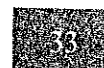
		addresses critical risk areas or factors		
3.	FINANCIAL CAPACITY			10%
	<p>Bank ratings</p> <p>Bidders must submit bank rating letter valid for three (03) months</p> <p>Financial capacity letter of R500 000.00</p>	<p>Undoubted for the amount of enquiry or Good for the amount of enquiry,</p> <p>(Bank code: A)</p>	10	
		<p>The subject has a good record of meeting their financial commitments, and the amount is well within the capacity of an ordinary business commitment</p> <p>(Bank code: B)</p>	8	
		<p>The subject has a good record, the amount may appear high in relation to normal transactions on the account.</p> <p>(Bank code: C)</p>	6	
		<p>The financial position of the subject is modest or unknown, but where the account is satisfactorily conducted, and the subject is considered business commitments.</p> <p>(Bank Code: D)</p>	4	
		<p>The amount of the enquiry is too high for the subject and terms given.</p> <p>(Bank Code: E)</p>	3	
		<p>This code is given when there is insufficient information to assess the position of the subject.</p> <p>(Bank Code: F)</p>	2	
		<p>Occasional/Frequent dishonours</p> <p>(Bank Code: G and H)</p>	1	

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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 UNTIL 2024/27 FINANCIAL YEARS.

		Non submission of bank rating letter	0	
4.	SUPERVISOR'S QUALIFICATION			10%
	Supervisor's Qualification and qualification in the Security Industry <i>(Attach certified copies of qualification, i.e. certificates)</i>	Grade A/B, Matric or Grade 12 and Post Matric qualification in Security	10	
		Grade A/B and Matric or Grade 12	7	
		Grade A/B	5	
		Non-submission	0	
5.	SUPERVISOR'S EXPERIENCE			10%
	<i>(Submit curriculum vitae of the supervisor indicating experience in security services)</i>	More than 10 years' experience	10	
		More than five (5) to nine (9) years	5	
		More than two (2) year to four years	3	
		One (1) to two (2) years	2	
		Below One (1)	0	
6.	TRAINING AND SKILLS DEVELOPMENT PLAN			10%
	Provide a detailed training and skills development Plan that covers: <ul style="list-style-type: none"> • Code of conduct and new procedures of PSIRA • Access control 	Training and skills development plan with time frame that covers code of conduct and new procedures of PSIRA, access control , Procedures and record keeping and in-depth knowledge on security services	10	

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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 UNTIL 2024/27 FINANCIAL YEARS.

	<ul style="list-style-type: none"> • Procedure and record keeping, and • In-depth knowledge on security services • Shooting practice (Bi-Annually) 	<p>Training and skills development plan with time frame that covers code of conduct and new procedures of PSIRA, Procedures and record keeping and in-depth knowledge on security services</p> <p>Training and skills development plan with time frame that covers code of conduct and in-depth knowledge on security services</p> <p>Training and skills developments plan that covers in-depth knowledge security services</p> <p>None Submission of Trainings and Plan or Training Plan that does not cover any of the elements above</p>	<p>7</p> <p>5</p> <p>2</p> <p>0</p>	
7.	LOCALITY			10%
	<p>Bidders must provide documentary proof from the third (3rd) party to indicate that the company has an operating office/business premises for Example (Municipal account, Local Authority Letter, telephone account not older than three (3) months, signed lease agreement, etc.</p> <p>NB: the physical address provided will be used for in-loco inspection.</p>	Office /business within Limpopo Province with well-equipped office and separate functional control room	10	
		Office/business in other Province with control room	7	
		Non-submission of proof of address	0	
8.	WORKING TOOLS OR EQUIPMENT			15%

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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 UNTIL 2024/27 FINANCIAL YEARS.

<p>The company should avail the following working tools or equipment during the inspection</p> <p>NB. Site inspection, will be conducted to bidder's business physical address given in the bid document (SBD1) and to bidders whose bids have satisfied all requirements of the bid.</p>	<ul style="list-style-type: none"> • Above 5 x Company branded. Vehicles should be registered in the name of the company or director • 10 and above valid Licenced Fire arms • 20 x set of branded Uniforms • Fully functioning control room • 5 X Two-way radio and cell phones • 5 x Baton, riot gear and hand cuffs, whistle • 5 X Bullet proof 	15	
	<ul style="list-style-type: none"> • 3- 4 x Company branded Vehicles. Vehicles should be registered in the name of the company or director • 5 to 9 X Licensed Fire arms • 11-19 X Set of branded Uniforms • Full functioning control room • 5 X Two-way radio and cell phones • 3 X Baton, riot gear and hand cuffs, whistles • 3 X Bullet proofs 	10	
	<ul style="list-style-type: none"> • 1- 2 x Company branded Vehicles. Vehicles should be registered in the name of the company or director • 1-4 to Licensed Fire arms • 5-10 X Set of Uniforms 	5	

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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 UNTIL 2024/27 FINANCIAL YEARS.

		<ul style="list-style-type: none"> • Fully functioning control room • 2 X Two-way radio or cell phones • 1 X Baton, riot gear and hand cuffs, whistle • 1 X Bullet proofs 		
		<ul style="list-style-type: none"> • 1 x vehicle • Below 1 x licensed fire arms • 5 x sets of uniform • Fully functioning control room • 1 x two way radio or cell phone, baton, whistle, handcuffs 	1	
	TOTAL			100%

NB. The applicable values to be applied to the functionality evaluation are as follows:-
VALUES: Poor = 0-1; Average = 3-5; Good = 7-10; Very good = 10-15; Excellent = Maximum points. The values shall depend on the allocated points in each criterion. The points scored for functionality shall be calculated as follows: Each Bid Evaluation Committee member shall score for each individual company criterion 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**.

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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 UNTIL 2024/27 FINANCIAL YEARS.

C. 3RD PHASE: PRICE AND SPECIFIC GOALS

i. Price and Specific Goals:

The bid will be evaluated on 80/20 preferential point scoring system.

All quoted price must be all-inclusive.

- Price: 80
- Specific Goals: 20

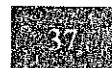
Table 1: specific goals for the tender and points claimed are per the table below.

(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 much 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 allocated by the organ of state)	Number of points allocated (80/20 system) (To be allocated by the organ of state)	Number of points claimed (90/10 system) To be completed by the tenderer	Number of points claimed (80/20system) (To be allocated by the tenderer)
Persons who had no franchise in national elections prior to 1983 and 1993 (Attach copy of ID)	-	6	-	
Women (Attach Director's copy of South African ID as proof)	-	3	-	
Disabled Persons (Attach letter from Health Professional as proof)	-	2	-	
Promotion of SMMEs (Attach Financial statement as proof)	-	2	-	

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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 UNTIL 2024/27 FINANCIAL YEARS.

Enterprise located in Limpopo Province and or District (attach proof of address i.e Municipal bill, letter from traditional authority/ Councillor/ Lease agreement)	-	4	-	
Promotion of youth (Attach Director's certified copy of South African ID as proof)	-	1	-	
Promotion of enterprises located in rural areas (Attach proof of address i.e Municipal bill, letter from local traditional authority/ Councillor/ Lease agreement)	-	2	-	

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm

Company registration number.....

TYPE OF COMPANY/FIRM

Partnership/Joint Venture/ Consortium

One- person business/ sole proprietor

Close corporation

Public company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

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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 UNTIL 2024/27 FINANCIAL YEARS.

12. BID AWARD

- 12.1. The LDPWRI reserves the right to award the bid to one or more service providers and the right to award the bid in whole or only partial or not to award at all.
- 12.2. The department reserves the rights to verify the authenticity of the information provided with SARS and PSIRA.
- 12.3. All recommendable service providers will be subjected to Vetting through State Security Agency

13. CONTRACT COORDINATION ARRANGEMENTS.

13 .1. BIDDERS TO INDICATE IN THE TABLE BELOW 5 (FIVE) CLUSTERS THEY ARE BIDDING FOR BY MARKING WITH AN "X" NEXT TO THE CLUSTER, INDICATE BID AMOUNT AND THE GRAND TOTAL CARRIED TO BID FORM (SBD 1)

CLUSTER NUMBER	INDICATE With an "X"	BID AMOUNT
Cluster 1		
Cluster 2		
Cluster 3		
Cluster 4		
Cluster 5		
Cluster 6		
Cluster 7		
Cluster 8		
Cluster 9		
Cluster 10		
Cluster 11		
Cluster 12		
Cluster 13		
Cluster 14		
Cluster 15		
Cluster 16		

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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 UNTIL 2024/27 FINANCIAL YEARS.

Cluster 17		
Cluster 18		
Cluster 19		
Cluster 20		
Cluster 21		
Cluster 22		
Cluster 23		
Cluster 24		
Cluster 25		
Cluster 26		
Cluster 27		
GRAND TOTAL CARRIED TO FORM OF TENDER (SBD1)		

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0050

**SPECIFICATION FOR RENDERING SECURITY SERVICES AT VARIOUS GUARD POSTS FOR LDPWRI
CAPRICORN DISTRICT**

CLUSTER 1	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Ga Mothapo Cost Centre	2X Grade D armed 2X Grade D unarmed	2X Grade D armed 2X Grade D unarmed
	Sand River Cost Centre	1 X Grade D armed 1X Grade D unarmed	1 X Grade D armed 2X Grade D unarmed
	Lebowakgomo Cost Centre (Bramley)	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
	101 Sterloop house	1X Grade D armed	1X Grade D armed
TOTAL	06	09	11

NVR

NVL

CLUSTER 2	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Vaalwater (Letsokoane)	1 X Grade D armed	1 X Grade D armed
	Senwabarwana Cost Centre	1 X Grade D armed 1x Grade D unarmed	1 X Grade D armed 1x Grade D unarmed
	Sekiding Cost Centre	1 X Grade D armed 1x Grade D unarmed	1 X Grade D armed 1x Grade D unarmed
	Mogwadi Cost Centre	2 X Grade D armed 1x Grade D unarmed	2 X Grade D armed 1x Grade D unarmed
	Alldays Cost Centre	1 X Grade D armed 1x Grade D unarmed	1 X Grade D armed 1x Grade D unarmed
TOTAL	05	10	11

ML

NVR

CLUSTER 3	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Ladanna Flats	1 X Grade D armed 1X Grade D unarmed	1 X Grade D armed 1X Grade D unarmed
	The Gables Flats	1 X Grade D armed 1X Grade D unarmed	1 X Grade D armed 1X Grade D unarmed
	Sunnyside Flats	1 X Grade D armed 1X Grade D unarmed	1 X Grade D armed 1X Grade D unarmed
	Dewini Flats	1 X Grade D armed 1 X Grade D unarmed	1 X Grade D armed 2 X Grade D unarmed
	Hillside Flats	1 X Grade D armed 2X Grade D unarmed	1 X Grade D armed 2X Grade D unarmed
TOTAL	05	11	12

NVR
Me

CLUSTER 4	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Mankweng Cost Centre	1 X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Matoks Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Matoks Houses	1 X Grade D armed	1X Grade D armed 1X Grade D unarmed
	Capricorn District Offices	2X Grade D armed 4X Grade D unarmed	2 X Grade D armed 4X Grade D unarmed
TOTAL	04	11	12

NVR

MLC

CLUSTER 5	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Parliamentary Village	3 X Grade D armed 9X Grade D unarmed	3 X Grade D armed 7X Grade D unarmed
TOTAL	01	12	10

CLUSTER 6	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Works Towers (LDPWRI HQ)	3 X Grade D armed 11X Grade D unarmed	2X Grade D armed 4X Grade D unarmed
TOTAL	01	14	06

NVR

MLL

CLUSTER 7	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Premier	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	MEC (Provincial Treasury)	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	MEC (Health)	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
TOTAL	03	06	06

Conditions for cluster 7.

1. Deployment of security officers depends on current Limpopo Members of Executive security requirements in terms of the Ministerial handbook.i.e. Whether the member is staying at his/ her private residence or within Parliamentary village where security is already provided for.
2. Number of security guards might increase or decrease depending on redeployment by the Premier.
3. In case of reduction of numbers of security officers, the department is not obliged to relocate the security guards to another guard post.

ML

NR

CLUSTER 8	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Peter Nchabeleng	2X Grade D armed	2X Grade D armed
	Government flats	2X Grade D unarmed	3X Grade D unarmed
	Premiers Guest House	2X Grade D armed 2X Grade D unarmed	2 X Grade D armed 2X Grade D unarmed
	Matlala Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
TOTAL	03	10	11

NUR

MLC

SEKHUKHUNE DISTRICT

CLUSTER 9	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Limpopo Provincial Legislature	2X Grade D armed 5X Grade D unarmed	2X Grade D armed 2X Grade D unarmed
	Oudestad Road Camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Groblersdal Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Ephraim Mogale Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
TOTAL	04	13	10

NVR

A.P.

CLUSTER 10	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Hoeraroep Cost Centre	2X Grade D armed 1X Grade D unarmed	2X Grade D armed 1X Grade D unarmed
	Hoeraroep Mobile Regravelling Team	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Nebo Road Camp	1 X Grade D armed	1X Grade D armed
		1X Grade D unarmed	2X Grade D unarmed
	Nebo Cost Centre	1X Grade D armed 2X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
	Nebo Stores	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Nebo residence	1X Grade D armed	1X Grade D armed 1X Grade D unarmed
TOTAL	05	13	15

NOR

A.R.

CLUSTER 11	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Veeplaats Cost Centre	2X Grade D armed	2X Grade D armed 1X Grade D unarmed
	Mecklenburg Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Tubatse Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
	Tsimanyane Cost Centre	2X Grade D armed	2X Grade D armed 1X Grade D unarmed
	Old Lebowakgomo Computer Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	05	10	13

NUR

A-R.

1000

CLUSTER 12	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Sekhukhune District Offices	3X Grade D armed 4X Grade D unarmed	3X Grade D armed 3X Grade D unarmed
	Old MEC Residence	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
	Lebowakgomo Mechanical Workshop	2X Grade D armed 1X Grade D unarmed	2X Grade D armed 4X Grade D unarmed
TOTAL	03	12	15

3

NQR

A.R.

WATERBERG DISTRICT

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

JH NVR

00000

CLUSTER 14	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Tolwe Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Marken Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Witpoort Regravelling Team	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Lephalale Cost Centre	1X Grade D armed 2X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
	Alma Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
TOTAL	05	11	11

NH

NVR

CLUSTER 15	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Bela Bela Cost Centre	1X Grade D armed 2X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Dwaalboom Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Northam Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Thabazimbi Cost Centre	1X Grade D armed 2X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
	Centrum Road Camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
TOTAL	05	12	11

PH

NVR

CLUSTER 16	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Koshuis (Mokopane Offices)	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
	Bakenberg Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Mokopane Cost Centre	1X Grade D armed 2X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
	Mokopane Unit D	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Diphichi Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
TOTAL	05	11	12

NH NUR

MOPANI DISTRICT

CLUSTER 17	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
	Mageva Road Camp	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
	Nsamri Road Camp	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
		2X Grade D unarmed	2X Grade D unarmed
	Worcester Road Camp	1X Grade D armed	1X Grade D armed
		1X Grade D unarmed	1X Grade D unarmed
TOTAL	05	11	12

NVR

CLUSTER 18	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Letaba Road Camp	1 X Grade D armed 1 X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Xikwambane official residence	1X Grade D armed	1X Grade D armed 1X Grade D unarmed
	Naphuno Cost Centre	2X Grade D armed 3X Grade D unarmed	2X Grade D armed 2X Grade D armed
	Sekororo Road Camp (Mentz)	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
TOTAL	04	10	11

NVR

CLUSTER 19	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Benfarm Road Camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Gravelotte Road Camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Lulekane Cost Centre	1X Grade D armed 2X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
	Tzaneen Cost Centre	1X Grade D armed 2X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
TOTAL	04	10	10

MVR

CLUSTER 20	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Vaalwater Camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Giyani Cost Centre	1 X Grade D armed 1 X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Sekgosese Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Giyani Carpentry Workshop	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Rietbok Official Residence	1X Grade D armed	1X Grade D armed 1X Grade D unarmed
TOTAL	05	09	10

NWR



0100

Cluster 21	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Giyani Government Complex	3X Grade D armed 11X Grade D unarmed	3X Grade D armed 3X Grade D unarmed
TOTAL	01	14	06

N/R

VHEMBE DISTRICT

CLUSTER 22	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Muswodi Road Camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Mutale Road Camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Mutale Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Makonde Road Camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Vhembe Regravelling Team	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
TOTAL	05	10	10

NVR

CLUSTER 23	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Thohoyandou Government Complex	2X Grade D armed 8X Grade D unarmed	2 X Grade D armed 4X Grade D unarmed
	Thohoyandou Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
TOTAL	02	12	08

CLUSTER 24	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Makwarela Government Complex	2X Grade D armed 4X Grade D unarmed	2X Grade D armed 4X Grade D unarmed
	Malamulele Road Camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Malamulele Cost Centre and Mechanical Workshop	2X Grade D armed 3X Grade D unarmed	2X Grade D armed 2X Grade D unarmed
TOTAL	03	13	12

Specification for rendering security services at DPWRI 2024/2027

NOR

CLUSTER 25	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Makhado Cost Centre and Bergville Road Camp	2X Grade D armed 3X Grade D unarmed	2X Grade D armed 2X Grade D unarmed
	Hianganani Road Camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Hianganani Stores	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Muswani Road Camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
Total	04	11	10

MOR

CLUSTER 26	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Musina Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Kings Administrative Office Thohoyandou	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	LDPWRI Guesthouse Palace in Nzhelele	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Dzanani Cost Centre	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Vhembe Mobile Regravelling and debushing team	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
TOTAL	05	10	10

3

NVR

CLUSTER 27	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Vhembe District Offices	1X Grade D armed 2X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Mingoni Offices	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Thohoyandou Central stores	1X Grade D armed 1X Grade unarmed	1X Grade D armed 1X Grade unarmed
	Thohoyandou Building Maintenance	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Sibasa Government Garage	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
TOTAL	05	11	11

NVR

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 anti-dumping 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.