

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE

BID NUMBER:	LDPWRI- CR/20365	CLOSING DATE:	12 MARCH 2024	CLOSING TIME:	11H00
DESCRIPTION	RENDERING SECURITY SERVICE AT VARIOUS GUARD POSTS FOR THE DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CORNER BLAAUWBERG & RIVER STREET					
LADANNA					
0699					
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		
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					
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		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	[[IF YES ENCLOSE PROOF]				[[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.

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."

The offered total of the price inclusive of value added tax is (contact price)

Price in words

.....

Price in figures R

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 120 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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned,
(name)..... in submitting the
accompanying bid, do hereby make the following statements that I 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.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 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

**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:

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

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:

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

Where

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

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons who had no franchise in national elections prior to 1983 and 1993(All races)	-	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	-	
Enterprises located in Limpopo Province and or District (Attach proof of address/Lease agreement)		4	-	
Promotion of youth (Attach Director's certified copy South African ID as proof)	-	1	-	
Any other RDP goal or preference points in favour of Historically Disadvantage Individuals (Attach certified copy of South African ID as proof)	-	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

- 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.

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.

- 4.4. **“Client”** - means Limpopo Department of Public Works, Roads and Infrastructure
- 4.5. **“Firm Price”** - **“Firm price”** is the price that is fixed for the duration of the contract (36 months) with no adjustment.
- 4.6. **“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. It is about sharing risk with others and providing one or more missing and needed assets and competencies.
- 4.7. **“SMME”** – bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
- 4.8. **“Subcontracting”** - means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.

5. ABBREVIATIONS/ACRONYMS

Abbreviations are as follows and remain constant throughout this document:

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

6. APPLICABLE LEGISLATIONS

- 6.1. Constitution of the Republic of South Africa, 1996 (Act 108 of 1996)
- 6.2. Control of Access to Public Premises and Vehicles Act, 1985, (Act 53 of 1985).
- 6.3. Private Security Industry Regulatory Authority Act, 2001, (56 of 2001).
- 6.4. Firearms Control Act, 2000 (Act 60 of 2000)
- 6.5. Criminal Procedure Act, 1977, (Act 51 of 1977).
- 6.6. Basic Conditions of Employment Act, 1977 (Act 75 of 1997)
- 6.7. Public Finance Management Act, 1999 (Act 1 of 1999) and Treasury regulations
- 6.8. Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)
- 6.9. Preferential, Procurement Policy Framework, 2000 (Act 5 of 2000)
- 6.10. Protection of Personal Information Act, 2013 (Act 4 of 2013)

7. SCOPE AND SERVICE REQUIREMENT.

7.1. The Department would like to procure physical security services of suitable security service providers to render 24 hour physical security and technical response services at all five (5) Districts for a period of thirty-six (36) months as per attached list of guard posts.

7.2. The Service Provider will be required to provide protection services as and when required by the department. Protection services may include, **but are not limited to** the following;

- 7.2.1. Protection of the department's site and premises.
- 7.2.2. Protection of assets, information and employees.
- 7.2.3. Provide escort/ accompany the cashier to the bank when necessary.
- 7.2.4. Provide escort to accompany officials during closure and collection of tender bids or quotations.

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.

7.3. Standard Operating procedures and general conditions of contract are also attached herewith to indicate the type of

Services and activities to be performed in order to render professional security services.

7.4. Security Service Providers 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.

7.5. **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.

7.6. 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.
- ✓ Rights of workers will also form part of the contract between the Department and the appointed Service provider.

7.7. **The Security Service Provider(s) shall indicate on its proposal the costs for the duration of contract all-inclusive on page 20.**

7.8. **The prices are meant to be firm, no price increase will be allowed for the**

duration of the contract.

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

7.10. **A separate pricing schedule/ price breakdown with unit price per guard without VAT, unit price per guard with VAT (for VAT vendors) reflecting monthly cost as well as total bid for 36 months. This must be on company letter head and signed by the director or nominated person in terms of resolution letter.**

7.11. Some security services rendered to the department as per this tender may be terminated or transferred to other sites before the end of the contract due to operational requirements, in this case the Security Service Provider will be notified in writing a month prior to the termination or transfer of services.

7.12. The SSP shall conduct day and night visits for monitoring at all allocated guard posts/ sites **(at least 3 day visits, 2 night site visit per week)** or more regularly if he/she becomes aware of potential threats to the client premises or poor performance.

7.13. 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.

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

- 7.13.1. 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.
- 7.13.2. All Security Officers shall wear appropriate clean uniforms while on duty without exception. The Security Service Provider shall comply with the type of uniform as agreed with the Security Manager or delegated official at District level.
- 7.13.3. The SSP shall provide at least two complete pairs of uniform at the beginning of the contract then on every anniversary of the contract.
- 7.13.4. 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.
- 7.13.5. All Security Officers within a guard post must have undergone relevant practical training on the proper and safe handling and use of firearms from an accredited training institution. Over and above, they must be in possession of a valid competency certificate for the handling and use of the type of firearm required.
- 7.13.6. All Security Officers will report to work on time and for shift as designated per site instructions.
- 7.13.7. No Security Officer shall be allowed to work more than twelve (12) continuous hours without knocking off or break.
- 7.13.8. No Security Officer shall work for more than four days without time off which shall be the minimum of four days for rest to stay alert and perform the required job duties to the department's satisfaction.
- 7.13.9. No Security Officers are allowed to leave their posts without being properly relieved. It is the Service Provider's responsibility to provide continuous

uninterrupted security services at the Department.

7.13.10. The Service Provider will indicate what procedures are being used to confirm that all Security Officers arrive on time for their shifts.

8. RESERVATION OF RIGHTS

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

- 8.1. Request further information from any bidder after the closing date of the bid;
- 8.2. Communicate only with the shortlisted bidders as and when necessary;
- 8.3. Verify information and documentation provided by respective bidder from the South African Revenue Services (SARS), Private Security Industry Regulatory Authority (PSIRA), Companies & Intellectual Property Commission (CIPC), National Traffic Information System (NaTIS) or any other relevant entity and to visit the premises of the bidder at any time without notice. Any information received which does not correspond with the one provided in the bid document will render the bid null and void.
- 8.4. Award the bid to a bidder who did not score the highest points;
- 8.5. Not make an award;
- 8.6. Cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or person, firm or company (The expression "person, firm or company" shall include an authorised employee or agent of such a person, firm or company):
 - a) is executing a contract with government unsatisfactorily;
 - b) has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract;
 - c) has acted in a fraudulent manner or in bad faith or any other unsatisfactory manner in obtaining a contract with any government Department, provincial administration,

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public body, company or person, or that he has managed his affairs in such a way that he has in consequence there- of been found guilty of a criminal offence;

d) has approached an officer or employee in the Public Service before or after the bids have been called for, to influence the award of the contract in his favor;

e) has withdrawn or amended his bid after the time set for the receipt and opening of the bids.

f) when advised that his bid has been conditionally accepted, has given notice of his inability to execute or sign the contract or to furnish any security required.

g) has entered into any agreement or arrangement whether legally binding or not, with any other person, firm, or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party.

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

i) signing and submission of the bid document gives consent for this Department to use or share any personal information on the document for all prospective requirements in the evaluation of the bid.

9.EVALUATION CRITERIA

Evaluation of all 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 and Mandatory Compliance.

b. 2nd Phase: Functionality Evaluation.

c. 3rd Phase: Price and Specific goals.

A. 1ST PHASE: ADMINISTRATIVE AND MANDATORY COMPLIANCE

i. Administrative 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, 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.
 - ✓ All Joint Ventures and Consortium must submit **INDIVIDUAL** personal and company documents referred to in 'ii' below.
- Submission of bid document in its original form (refers to all /every page of the bid document as originally purchased).
- Bidders must ensure that there are no missing or duplicate pages. The Department shall not be held liable for any missing pages.
- Completion of bid document must be in black ink.
- Cancellation on price is not allowed. (Price amount must be clearly written).
- No usage of correct of fluid eg. Tippex.
- **The Request for Bid (RFB) document is made up of the following SBD forms:**
 - SBD 1: Invitation to bid
 - SBD 3.1: Pricing schedule – firm prices
 - SBD 4: Declaration of interest

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

- **NB. Service providers MUST ensure that all SBD forms are completed in FULL and signed by the company directors or authorized representative. Forms not completed in full and not signed will automatically disqualify the bidder.**

ii. Mandatory Compliance Evaluation Tool:

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

- a) Attach company's registration certificate. (Submit original or certified copy not older than 3 months).
- b) Attach company's director(s)/shareholders ID copies. (Submit original or certified copy not older than 3 months).
- c) Attach valid PSIRA (Private Security Industry Regulatory Authority) Certificate in the name of the Company in terms of Private Security Industry Regulatory Authority Act (Act 56 of 2001). Submit original or certified copy not older than 3 months).
- d) Attach valid Grade A or B PSIRA Certificate(s) for Directors of the company in terms of the Private Security Industry Regulatory Authority Act (Act 56 of 2001). Submit original or certified copy).
- e) Attach valid recent Letter of good standing from Private Security Industry Regulatory Authority (PSIRA) in the name of the company **in which atleast the name of director(s) appear as well as any number security officers currently registered.** (Submit original or certified copy).

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- f) Attach Police clearance certificate for the Director(s) of the company not older than 6 months. (Submit original or certified copy).
- g) Attach a valid Firearm competency certificate for Director (s) of the company. (Submit original certified copy not older than 3 month).
- h) Attach a Valid letter of good standing from Workman's Compensation Commissioner/ COIDA in the name of the Company. (Submit original or certified copy).
- i) Attach original Liability insurance letter for R5000 000.00 indicating security operational and other associated risks covered.
- j) Attach Valid Firearm licenses for Pistols (9mmP, 9mmS or 7.65mm) in the name of the Company (Submit certified copy older than 3 months). (No other type of firearm will be considered).
- k) Attach a Firearm list from the South African Police Service services which indicates the name of company, institution code as well as firearms on the company's name. (Submit certified copy not older than 3 months).
- l) Attach ICASA licence or agreement and licence of the leasing communication institution.
- m) Attach a signed Company resolution letter authorizing a particular person to sign the bid documents (Original).
- n) Submit a separate complete and accurate pricing schedule/ price breakdown per cluster of your choice with unit price per guard, without VAT, with VAT (for VAT vendors). Must indicate price per months, per year, price for 36 months VAT inclusive. (non-compliance will result in automatic disqualification)
- o) Prices must be inline with PSIRA illustrative that is applicable during closing of bids. Prices that are PSIRA Direct cost as shall not be considered.
- p) Attach (CSD) Central Supplier Database as proof of registration.

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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 in percent age
1.	COMPANY EXPERIENCE		25%
	<p>Bidders must demonstrate an in-depth experience and expertise in the field of Security Services within Government or Private Sector, <i>(Attach one of the following documents:</i></p> <ul style="list-style-type: none"> <i>Appointment letter /Official Purchase Orders, or</i> <i>Reference letter for each contract with contactable reference ,contract value, signed and officially stamped by relevant authorised person confirming the bidder's performance. NB. The attachments must be clear and legible.</i> 	More than twelve (12) years' experience	25
		More than eight to (8) to eleven (11) years' experience	15
		More than five (5) to seven (7) years' experience	10
		One (1) to four (4) years' experience	05
		Non-submission of evidence or less than one (1) year experience.	0

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2.	CONTINGENCY PLAN			15%
	Submission of company a detailed contingency plan which addresses critical risk areas or factors. Must also indicate proposed mitigation methods. This document must be attached to the bid document	Availability of company detailed contingency plan which addresses eleven (11) to fifteen (15) critical security risk areas or factors	15	
		Availability of company detailed contingency plan which addresses six (6) to ten (10) critical security risk areas or factors	10	
		Availability of company detailed contingency plan which addresses four (4) to five (5) critical security risk areas or factors	5	
		Availability of company detailed contingency plan which addresses one (1) to three (3) critical security risk areas or factors	3	
		Non-submission of company contingency plan which addresses critical risk areas or factors	0	

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3.	FINANCIAL CAPACITY			10%
	<p>Bank ratings with Codes</p> <p>Bidders must submit bank rating letter not older than three (03) months indicating bank guarantee of R500 000.00.</p>	<p>Undoubted for the amount of enquiry or Good for the amount of enquiry, (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 (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. (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. (Bank Code: D)</p>	4	
		<p>The amount of the enquiry is too high for the subject and terms given. (Bank Code: E)</p>	3	
		<p>This code is given when there is insufficient information to assess the position of the subject. (Bank Code: F)</p>	2	
		<p>Occasional/Frequent dishonours (Bank Code: G and H)</p>	1	
		<p>Non submission of bank rating letter</p>	0	

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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 Diploma in Security management/ Policing (NQF 6)	10	
		Grade A/B and Matric or Grade 12	03	
		Non-submission	0	
5.		TRAINING AND SKILLS DEVELOPMENT PLAN	15%	
	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 • Procedure and record keeping, and • In-depth knowledge on security services • Shooting practice (Bi-Annually) with draft training programme with time frames. • How to strip and assemble firearm. 	Detailed 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, strip and assemble a firearm as well shooting practice.	15	
		Less detailed explanation on 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, strip and assemble a firearm as well as shooting practice	10	
		Training and skills development plan with time frame that covers some required items code of conduct and in-depth knowledge on security services as well as shooting practice	05	
		Training and skills developments plan that covers few items required on in-depth knowledge security services	03	
		Non Submission of Trainings and Plan or Training Plan that does not cover any of the elements above	0	

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6.	INSPECTION IN LOCO (technical and work tools availability)		25%
<p>The company should avail the following working tools or equipment during 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"> Manned office with toilet, table, chair, operating computer connected to internet, printer and functioning landline. 	1	
	<ul style="list-style-type: none"> Backup power supply 	1	
	<ul style="list-style-type: none"> Dedicated 24 hour manned control room, with real time guard monitoring system, functional Base radio , Firearm safe . 	4	
	<ul style="list-style-type: none"> Network enabled radio with panic button 	2	
	<ul style="list-style-type: none"> X1 and above Branded Armed response vehicle with mounted Two way Radio, mounted emergency lights, level IV bulletproof vest, reflector jackets, first aid kit box, demarcation emergency tape. 	3	
	<ul style="list-style-type: none"> X2 and above company branded vehicles for general purpose. Vehicles should be registered in the name of the company or director. 	2	
	<ul style="list-style-type: none"> X10 and above Licenced Fire arms with valid licences (pistols), for as and when required or when company has more projects. 	3	
	<ul style="list-style-type: none"> X20 and above sets of branded Uniforms 	2	
	<ul style="list-style-type: none"> Complete set Riot gear 	1	
	<ul style="list-style-type: none"> Security registers 	1	
	<ul style="list-style-type: none"> Baton stick 	1	
	<ul style="list-style-type: none"> Whistle 	1	
	<ul style="list-style-type: none"> Torch/ Flashlight 	1	
	<ul style="list-style-type: none"> Pepper spray 	1	
<ul style="list-style-type: none"> Hand cuff with keys 	1		
<p>TOTAL</p>			

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NB. 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 qualifies bidder to advance to Phase 3. (Price and specific goals).**

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		6		

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Women		3		
Disabled Persons		2		
Promotion of SMMEs		2		
Enterprise located in Limpopo Province and or District		4		
Promotion of youth		1		
Any other RDP Goal or preference points in favour of Historically Disadvantaged Individuals (Promotion of enterprises located in rural areas)		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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10. CLUSTER AND TOTAL BID AMOUNTS.

10.1. 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 FOR 36 MONTHS 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		
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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11. SPECIAL CONDITIONS OR NOTES TO SERVICE PROVIDERS

NB: The service provider is required to indicate how they claim points for each preference point system and attached relevant supporting documenting documents.

Attachments of claiming specific goals are as follows:

Persons who had no franchise in national elections prior to 1983 and 1993 (Attach certified copy of SA ID as proof)
Women (Attach Director's certified copy of SA ID as proof)
Disabled Persons (Attach letter from Health Professional as proof)
Promotion of SMMEs (Attach Financial statement as proof)
Enterprise located in Limpopo Province and or District (Attach proof of address/ Lease agreement)
Promotion of youth (Attach Director's certified copy of SA ID as proof)
Any other RDP goal or preference points in favour of HDI (Attach Director's certified copy of SA ID as proof)

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SECURITY OFFICERS DEPLOYMENT SPECIFICATION FOR RENDERING PHYSICAL SECURITY SERVICES AT VARIOUS GUARD POSTS

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)	2X Grade D armed 1X Grade D unarmed	2X Grade D armed 1x Grade D unarmed
	101 Sterloop house	1X Grade D armed	1X Grade D armed
TOTAL	04	10	11

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CLUSTER 2	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Vaalwater (Letsokoane)	1 X Grade D armed	1 X Grade D armed 1x Grade D unarmed
	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

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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 1 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	11

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

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CLUSTER 5	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Parliamentary Village	3 X Grade D armed 6X Grade D unarmed	3 X Grade D armed 7X Grade D unarmed
TOTAL	01	09	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

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CLUSTER 7	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Premier Official residence	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 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.

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CLUSTER 8	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Peter Nchabeleng Government flats	2X Grade D armed 2X Grade D unarmed	2X Grade D armed 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

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.

SEKHUKHUNE DISTRICT

CLUSTER 9	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Limpopo Provincial Legislature	2X Grade D armed 4X Grade D unarmed	2X Grade D armed 2X Grade D unarmed
	Oudestad Road Camp	1X Grade D armed	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	10	10

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 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 unarmed	1X Grade D armed 1X 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 staff residence	1X Grade D armed	1X Grade D armed 1X Grade D unarmed
TOTAL	05	13	14

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 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 armed 1X Grade D unarmed
	05	09	13

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	2X Grade D armed 2X Grade D unarmed	2X Grade D armed 2X Grade D unarmed
	Lebowakgomo Mechanical Workshop	2X Grade D armed 1X Grade D unarmed	2X Grade D armed 2X Grade D unarmed
TOTAL	03	14	14

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.

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 Mechanical 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

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 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

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 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

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 16	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Mokopane Government Complex (Koshuis)	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

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.

MOPANI DISTRICT

CLUSTER 17	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Giyani Mechanical Workshop	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
	Phalaborwa Government Complex	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Nsami Road Camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
	Giyani Main Stores	1X Grade D armed 2X Grade D unarmed	1X Grade D armed 2X Grade D unarmed
	Worcester Road Camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
TOTAL	05	11	13

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 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 staff 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	09	11

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	2X Grade D armed 2X Grade D unarmed	2X Grade D armed 2X Grade D unarmed
TOTAL	04	11	11

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 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 Road camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
TOTAL	05	10	10

CLUSTER 21	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Giyani Government Complex	3X Grade D armed 08X Grade D unarmed	3X Grade D armed 6X Grade D unarmed
TOTAL	01	11	09

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.

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 2X Grade D unarmed
	Makonde Mobile Regravelling Team	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
TOTAL	05	10	11

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

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 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

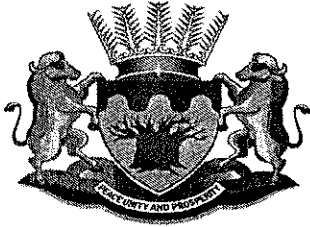
CLUSTER 25	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Makhado Cost Centre and Bergvleit Road Camp	2X Grade D armed 4X Grade D unarmed	2X Grade D armed 2X Grade D unarmed
	Hlanganani Road Camp	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Hlanganani Stores	1X Grade D 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	12	10

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 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 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	09	10

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 27	GUARD POST	SPECIFICATION	
		DAY SHIFT	NIGHT SHIFT
	Vhembe District Offices	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Minngoni Offices	1X Grade D armed 1X Grade D unarmed	1X Grade D armed 1X Grade D unarmed
	Thohoyandou Central stores	1X Grade D armed 2X Grade unarmed	1X Grade D armed 2X 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	12



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE

**STANDARD OPERATING
PROCEDURES FOR SECURITY
OFFICERS
WHILST ON DUTY IN LDPWRI
PREMISES**

1. INTRODUCTION

1.1. These Standard Operating Procedures should be given to the security officers to ensure that they maintain and comply with the Departmental rules and policies. It is also extremely important for them to know exactly what the employer specifically expects of them. These are enforced by authorized representatives of the Department.

2. NON-DISCRIMINATION

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

3. PROFESSIONALISM

- 3.1. The security officer should always handle themselves in a professional manner, have professional appearance and exhibit a positive attitude. They should be friendly and helpful at all times. The security officers should be able to greet the visitor politely. Explain the procedures that are going to be followed e.g. searching of the vehicle, personal belongings and confiscation of prohibited articles.
- 3.2. All guards to report to duty fifteen (15) minutes before time, for parade and to ensure smooth handing over of shift.
- 3.3. Time IN and OUT of the guards should be recorded in the OB and posting sheets.
- 3.4. Under no circumstances can a guard leave the security post before the arrival of the next guard on duty.
- 3.5. Security officer should be courteous, polite and tactful and that at the same time be firm in executing their duties.
- 3.6. Smoking, drinking and eating while performing duty is strictly prohibited. All such activities should be done in an inconspicuous manner and only during break time.
- 3.7. No security officer is allowed to wear slippers or sandals while on duty.
- 3.8. Physically fitness is essential to the success of security officer in this field. When dealing with an irrate person, the security officer should make all attempts to de-escalate the situation and take control.
- 3.9. The service provider must ensure that all his security officers have a basic understanding of services that are rendered at client premises.

4. ATTIRE

4.1. Security officer should always be smartly dressed in full uniform as agreed with client

at all times while on duty. An identification card must be worn and contain the following:

- 4.1.1. A photograph of the relevant security personnel.
- 4.1.2. Initials and Surname.
- 4.1.3. Identity number.
- 4.1.4. PSIRA registration number and grading

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

- 4.2.1. Shirt
- 4.2.2. Belt
- 4.2.3. Protective clothing against weather (e.g. raincoat)
- 4.2.4. Jacket
- 4.2.5. Shoes / Boots
- 4.2.6. Socks
- 4.2.7. Pants
- 4.2.8. Company Insignia

5. REGISTRATION OF SECURITY OFFICERS

5.1. The security officer should be registered with PSIRA and be in good standing, and should have at least grade D.

6. EMERGENCY

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

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

- 6.2.1. Try to extinguish the fire or prevent it from spreading.
- 6.2.2. The security officer to assess the situation and request assistance from the fire brigade.
- 6.2.3. Direct the fire brigade to the fire.
- 6.2.4. Assist the fire brigade in any way possible.
- 6.2.5. In the event of natural disaster, the following actions must be taken:

- 6.2.5.1. The service provider must notify the security manager.
- 6.2.5.2. The security officer must assess the situation determine the extent of the damage.
- 6.2.5.3. Keep inquisitive people away and prevent looting.

7. REPORT WRITING

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

8. TEAM WORK

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

9. CHAIN OF COMMAND

The security officer should always respect the chain of command and talk directly to their supervisor regarding any issues that concerns them, each guard post must have a shift leader for control.

10. RESPONSIBILITY OF SECURITY OFFICERS WHILE ON PATROL.

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

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

10.29. Foot patrol to be done hourly and the security officer should ensure that the building and facilities are secured and lights, air conditioning are switched off. To report such energy wastage in the Occurrence Book and pocket book for the attention of the Security Manager / Security Supervisor.

11. SECURITY EQUIPMENT

11.1. Security officers should be issued with the following equipment's by the security company:

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

13. The specification for the Handgun is as follows:

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

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

- 13. 1. Must be approximately 100 ml bottle
- 14.2. Must be a direct stream pepper spray- spray must only start dispensing after 2 meters
- 14.3. Must have a cordura pouch with a belt loop of no less than 85 mm
- 14.4. Pepper active ingredient must be OC or Nonivamide (PAVA), Capscin 2

14.5.Active ingredients must not be no less than 0,25% and no more than 1.3 % active capsaicinoids

14.6.Shelf life 3 years minimum

14.7.Canister must be corrosion free

14. SECURITY REGISTERS

15.1. The Risk Management Unit (RMU) and Security Service Provider (SSP) shall agree to which registers are required on site. All registers and Occurrence Books are to be purchased by the service provider and should be available at all job sites (guard posts), maintained by the security officers and properly archived for future reference (audit trail). All registers are to be uniform (unless specified otherwise and agreed with RMU).

15.2.All registers and Occurrence Books shall remain the property of the department.

15.3. All full registers and OBs must be handed to the RMU for filing and safeguarding purposes.

15.4. Removal of departmental assets and bringing employee or visitors' properties into the departmental premises must be done in accordance with the relevant policy and procedures.

15.5. Equipment and/ or property removal procedures should strictly be complied with at all times. Whenever the department's property is being removed from the premises, the appropriate removal permits (to be supplied by the department) must **BE COMPLETED WITH ALL THE NECESSARY DOCUMENTATION.**

The following security registers should be used as per site requirement as well as any other type of register agreed on:

- i. Occurrence Book (OB)
- ii. After hours register,
- iii. Visitors register,
- iv. Asset register,
- v. Access card register
- vi. Firearm register for Security Officers (In & Out register)
- vii. Firearm Permit. (authority to use company's firearm)
- viii. Firearm register for personnel and visitors
- ix. Government motor vehicle register

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

16. HOURS OF DUTY

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

17. ADDITIONAL INFORMATION

17.1. ACCESS CONTROL (PEDESTRIAN)

17.1.1. The security officers shall supervise the entry and exit of all people entering / exiting the premises.

17.1.2. The security officer shall verify that all persons have proper ID cards belonging to that particular individual, visibly displayed at all times.

17.1.3. The security officers are responsible for ensuring that all the requirements in terms of accessing the departmental facilities are adhered to at all entry / exit points and whenever conducting security patrols.

17.1.4. Whenever the security officer continuously fails to adhere to this measure, Risk Management Unit must escalate the matter to the management of the service provider for further appropriate actions.

17.1.5. Any person without a proper ID card shall not be allowed access the premises.

17.1.6. If the employee forgot his / her ID card or lost it, he / she must be treated as a visitor and register in the Employee Register.

17.2. ACCESS CONTROL (VEHICLE)

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

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

17.2.3.Dispatching and receiving goods procedures may include specific security responsibilities to be performed by the security officers. The RMU shall issue the necessary instructions on the recording of the goods received or dispatched. Under no circumstances must security officers receive goods on behalf of the department.

17.3. ACCESS CONTROL AFTER HOURS, WEEKENDS AND PUBLIC HOLIDAYS

17.3.1.All persons (employees and non-employees) accessing the facilities after working hours, weekends and public holidays are required to record all relevant information in the After Hours Register maintained by The security officers.

17.3.2.The security officers must ensure all information is legible and accurate.

17.3.3.Any attempts of unauthorized access shall be recorded in the OB and access shall be denied. The matter shall also be reported to RMU immediately.

17.3.4.These procedures are applicable for vehicles as well as pedestrian access to facility.

18. SEARCHING

18.1.Any persons lawfully in charge of the premises (including The security officer,) who reasonably suspects that in any area of the premises that he/she is guarding there may be:

18.1.1.Stolen goods

18.1.2.Dependence producing drugs

18.1.3.Arms or ammunitions

18.1.4.Any other dangerous weapons

18.1.5.Explosives, may declare the area inaccessible and further evacuate all staff members and clients until police have arrived.

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

18.2. Search of persons and / or vehicles entering / exiting the department premises are the responsibilities of the security officer and must be done in accordance with the Access to Public Premises and Vehicles Act and the law in general. The service provider/s shall be regarded as independent service provider/s and as such they must ensure that they comply with the law.

18.3. Search of persons: A private person (including the security officer) does not have the right to search any person physically without the usage of metal detector. However, the security officer may confiscate any article believed to have been used or is part of the commission of an offence or which may be used as evidence or intended to be used or which on 'reasonable grounds' is believed to be used in the commission of an offence.

18.4. Searches with the consent of the person searched is permitted, If the person searched refuses to be searched, such person must not be allowed to enter the premises, unless the refusal to be searched is critical, such consent must be free and voluntary given and preferably in the presence of a witness.

18.5. There should be a separate room or office (with a door) to conduct the search of a person.

18.6. Search of any person must be made with due regard to decency and order. Another woman can only do search of a woman. In all cases of searching a person, it is advisable for the security officer to have a witness. This incident should be recorded in detail in the OB and signed (initiated / dated), by the searched person and witness.

18.7. The security officer with regard to all the above rules/regulations pertaining to person searches must conduct search of vehicles entering / exiting the departmental premises.

18.8. The security officers must not only open the boot on a properly conducted search, but should have the vehicle pull off to the side and physically search the inside of the vehicle, under the seats and in hand baggage etc. Any refusals for searches must be immediately reported to the RMU and recorded in the OB. Vehicle searches are to be done as prescribed by RMU directives / policy / site job description.

18.10. Any refusals for search should cause the security officers to be more alert to details regarding description of vehicle / person and of any boxes / briefcases / equipment etc. inside (and visible in) the vehicle.

18.11. Refusal to search by employees and or visitors must be recorded and processed according to the following procedures:

18.8.1. Any employee who refuses to allow his / her property (or vehicle) to be searched may be detained only if there are reasonable grounds for believing that he / she is in possession of unauthorized property.

18.8.2. Visitors who refuse searching of their vehicles should not be allowed access in the facilities unless prior approval has been granted by the departmental authorities.

19. COMMUNICATION AND ASSOCIATED EQUIPMENT TO BE PROVIDED BY SERVICE PROVIDER

19.1. Whenever a location requires more than one-security post and / or security patrols, the service provider must provide two-way radio for communication between its employees to ensure their safety. All two-way communication equipment must be operational and functioning at all times. RMU shall check this equipment and any defects handled accordingly.

19.2. Where possible, the department shall provide telephones at all security posts (with few exceptions) to be used for official business only. Under no circumstances shall the telephones be used for personal calls by the security officers or the service provider's staff. The service provider shall be responsible for any personal calls made by the security officers or their staff.

19.3. A telephone call register must be maintained at all posts where the telephones are installed. The costs related to all personal and non-work related calls shall be recorded and expended from the service provider's claims.

20. CONTINGENCY PLANS

20.1. The service provider must have contingency plans to cover the following scenarios:

20.1.1. A strike by the service provider's security personnel.

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

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

20.2. Detailed contingency plans shall be agreed upon between the Risk Management unit and the service provider. The number of security officers shall also be agreed upon

between the above parties. The RMU shall approve the contingency plan and staff component required.

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

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

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

20.6. In case the service provider fails to submit the required plan within three (3) hours, the department reserves the right to acquire such services from another service provider through any other means as provided for by the departmental policies. Should the services required be in excess of the current contract, the contractor shall be liable for the excess amount paid to the service provider.

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

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.