



Province of the  
**EASTERN CAPE**  
SOCIAL DEVELOPMENT

Albertina Sisulu House, Beatrice Street, King Williams Town – Private Bag X0039 – Bisho – 5605 – REPUBLIC OF SOUTH AFRICA  
Tel: 043 642 2800 Email address: noludwe.james@ecdsc.gov.za

**ADVERTISEMENT**  
**SCMU4 – 25/26 – 0008**

**APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTRE, ALI WAL NORTH COMMUNITY DEVELOPMENT CENTRE AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

**Issued by:**

Province of the Eastern Cape

Department of Social Development

**Contact Person:**

Ms. N. James / Ms. V. Matha / Mr. M. Vukubi  
(Tel: 078 683 7883 / 064 608 2853 / 082 779 9347)  
(For completion of document)

Mr. J. Van Vuuren  
Tel: 072 791 2454  
(For specification related enquiries)

Private Bag X0039  
Bisho  
5605

Name of Company/Bidder: \_\_\_\_\_

CSD/Supplier Number: MAAA \_\_\_\_\_

Company/Bidder's Tel/Cell: \_\_\_\_\_

Company Email Address: \_\_\_\_\_

**QUOTATIONS MUST BE SUBMITTED BY 11H00 ON 26 AUGUST 2025 IN THE TENDER BOX AT: DEPARTMENT OF SOCIAL DEVELOPMENT OFFICES, SITUATED AT ALBERTINA SISULU, 7 BEATRICE STREET, KING WILLIAMS TOWN**

**Closing Date: 26 August 2025**

**Closing Time: 11H00**

SCMU4-25/26-0008

*Building a Caring Society. Together*

**NAME OF DEPARTMENT: SOCIAL DEVELOPMENT**

**BID NUMBER: SCMU4 -25/26- 0008**

**BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTRE, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTRE AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

NO	Item Description	Checked by Bidder	Verified By Department	Signature of Verifier	Comments ( if any)
1.	Copy of signed agreement in the case of Joint Venture / Consortium in accordance with conditions stipulated in paragraph 20.1.				
2.	Completed and signed SBD1 and SBD4.				
3.	Letter of good standing from PSIRA valid at the time of closure of the Bid.				
4.	PSIRA confirmation of registration certificates for all Directors performing executive or management functions within the company. If the company has more than one Director an abbreviated company profile must be submitted indicating the structure of the executive and the roles and responsibilities of each Director, unless all Directors submit valid PSIRA registration certificates.				
5.	Confirmation of Registration and Paid Up Levies or applicable exemption certificate(s) from NBCPSS valid at the time of closure of the Bid.				
6.	Completed and signed all annexures (B, D and E). Indicate "N/A" when information is not provided.				
7.	Compliance relating the Basic Conditions of Employment Act as contained in the latest published National Bargaining Council for Private Security Sector Main Collective Agreement as issued by the Department of Employment and Labour will be considered in evaluation.				
8.	Proof of a combined (non-concurrent) 5 years and more experience in				

2

	performing guarding and related duties (copy of signed award letter/ copy of signed contract AND accompanying letter, on letter head, from a previous client (organ of state / private business entity)) indicating that security services were satisfactorily rendered) or Proof that One (1) Directors have a minimum of Ten (10) years' experience in managing a security service (Testimonial on company letterhead for period of services rendered and position occupied)				
9.	Provide details of operational security control centre in the town of operation in the form of Municipal account in the bidder's/company owner' name and/or proof of business address and/or valid lease agreement in the bidding company's name and/or a sworn affidavit by a commissioner of oaths outside the employ of the company. If sub-contracting of this function is considered arrangements must be confirmed by submitting a contract or memorandum of understanding between the bidder and a third party providing armed response services clearly indicating address of subcontracted business.				

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOCIAL DEVELOPMENT)</b>					
BID NUMBER:	SCMU4-25/26-0008	CLOSING DATE:	26 AUGUST 2025	CLOSING TIME:	11H00
DESCRIPTION APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTRE, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTRE AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE QGABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>SOCIAL DEVELOPMENT</b>					
<b>ALBERTINA SISULU HOUSE</b>					
<b>7 BEATRICE STREET</b>					
<b>KING WILLIAMS TOWN, 5600</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. Vukubi / Ms. Matha / Ms. James		CONTACT PERSON	Mr. J. Van Vuuren	
TELEPHONE NUMBER	0827799347 / 0646082853 / 0786837883		TELEPHONE NUMBER	0727912454	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	mpendulo.vukubi@ecdsd.gov.za / veliswa.matha@ecdsd.gov.za / noludwe.james@ecdsd.gov.za		E-MAIL ADDRESS	Jacques.vanVuuren@ecdsd.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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](http://WWW.SARS.GOV.ZA)
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF THE 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: SCMU4-25/26-0008
Closing Time 11:00	Closing date: 26 AUGUST 2025

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

6

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the

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



contract.

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I 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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT 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
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

10

- 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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

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:

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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender (women ownership)	6	
No franchise (black ownership)	2	
Disability	3	
Locality (Joe Gqabi District)	6	
Youth	3	

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

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

13

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:** .....

.....

.....

.....

14

## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2 .....

DATE: .....

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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

## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

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

**3. General**

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

**4. Standards**

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

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

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

**6. Patent rights**

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

22

**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.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

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

24.1 When, after the date of bid, provisional payments are required, or 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.

<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>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</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of Restrictive practices</b>	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)



**Province of The Eastern  
Cape**

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Department of Social  
Development  
Private Bag X 0039 Bhisho  
5605  
SOUTH AFRICA

**BID SPECIFICATION DOCUMENT**

**APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY  
SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH  
COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL  
SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE  
DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A  
PERIOD OF THIRTY-SIX (36) MONTHS**

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APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP  
CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE  
OFFICE SITUATED IN JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN  
CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

32



## **1. BACKGROUND**

- 1.1. The Department of Social Development is mandated by Section 27 (1) (C) of the Constitution of the Republic of South Africa to provide for the right of access to appropriate social assistance to those unable to support themselves. Further to provide residential care to persons in terms of the Prevention and Combating of Trafficking in Persons Act 2013, Act No. 7 of 2013 and Domestic Violence Act 116 of 1998. In view of this the Department has established centers and offices at the Maletswai One Stop Center, the Maletswai Local Service Office and the Aliwal North Community Development Center around Maletswai Local Municipality in Joe Gqabi District where these services are rendered to the community and service users. The Department therefore must create a safe environment to these institutions and personnel and to prevent any losses to the Department to ensure that this objective is realized an effective security function must be implemented to achieve these goals.
- 1.2. The Department is being entered daily by employees, visitors, clients, contractors and service providers. The Department has a responsibility to ensure the protection of assets, personnel, clients of the department, equipment and information and to create a safe and secure work environment for officials to operate under. To achieve this, it is necessary to control access to the Government premises by appointing suitably qualified service provider to render a physical security service on behalf of the Department.
- 1.3. Due to service users being placed at some of these institutions per court order it is necessary that they are also prevented from leaving the premises without permission/authority which in terms of the Criminal Procedures Act, No 51 of 1977 is regarded as escape from lawful custody.
- 1.4. The security services must be continuous for 24 hours per day, 7 days per week. Any losses (assets) that occur will be for the account of the successful service provider. The Department reserves the right to claim the full cost of the loss of assets from the service provider.

## **2. PURPOSE**

- 2.1. The purpose of this bid is to invite experienced prospective bidders who have a combined (non-concurrent) five (5) years and more experience in the provision of guarding related duties or the minimum of One (1) of its directors to have a minimum of Ten (10) years' experience in managing a security service, to provide quality physical security services on a contract to the

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APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALI WAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Department for the protection of staff, information, property and service users and sufficient capacity to submit a response to this bid in order to provide a high level of physical security service in terms of the following legislation:

- a) Control of Access to Government Buildings and Vehicles Act, No 54 of 1985,
- b) Criminal Procedures Act, No 51 of 1977,
- c) Firearm Control Act, No 60 of 2000,
- d) Private Security Industry Regulatory Act, No 56 of 2001,
- e) Occupational Health and Safety Act, no 85 of 1994 as amended,
- f) Trespass Act, No 6 of 1959.

### **3. OVERALL OBJECTIVE**

3.1. This bid specifies the requirements of the Eastern Cape Department of Social Development for the appointment of:

- a) Service providers that meet the requirements of this bid, with a combined (non-concurrent) Five (5) years and more experience in performing guarding and related duties **OR** the minimum of One (1) of its directors to have a minimum of Ten (10) years' experience in managing a security service, to provide quality physical security services on a contract to the Department for the protection of staff, information, property and service users. That includes the implementation of access/egress control, patrolling, escorting and the prevention of any prohibited items entering or unauthorized items exiting the site.
- b) The emphasis is therefore to appoint a service provider with security officers that have a minimum experience of Three (3) year's experience for shift supervisors and One (1) year for security officers respectively working in guarding related environment is required.

### **4. CONTRACT PERIOD**

4.1. The above services are required for a period of Thirty-Six (36) months. The commencement date will be negotiated with the successful bidder.

### **5. SCOPE OF WORK**

#### **5.1 Service Categories**

##### **a) Guarding Services:**

The Bidder must give an indication of the ability to provide security in terms of the Private Security Regulatory Act, No 56 of 2001 by rendering:

- a) Physical Security

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APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

- Access control – Manual/Automated entrance gates.
- Perimeter/On-site surveillance.
- Personnel Security.
- Property Security.
- b) Search and Seizure
  - Detection and seizure of unauthorized items such as knives, firearms, illegal substances, etc.
  - Implementing searching procedures within site.
- c) Communication methods to be employed by security personnel.
  - Provision of ICASA approved two-way radio's and base station for communication with the off-site control room.
  - Security services provided should be non-intrusive, in line with the creation of a human rights culture through the implementation of customer care principles.
  - Security services must be provided in terms of the Private Security Industry Regulatory Authority (PSIRA) and both the Bidder and employees must be registered with the mentioned authority.
- d) The use of available technologies to ensure safety and security of staff and residents (where applicable).
  - X-ray Machines.
  - Walk Through Metal Detectors.
  - Surveillance Control Room Equipment.
- e) Access Control
 

The purpose of access control is to take such steps that may be considered necessary for the safeguarding of the premises, vehicles and their contents as well as the protection of the people there in or there on. Further to prevent any unauthorized objects or content to access or leave the premises. Access control must be applied at the following point/s:

  - Vehicle/pedestrian entrance.
  - Administration/Admissions block.
  - All properties on site

**b) Access Control at Vehicular/Pedestrian entrances and exits**

The successful bidder must ensure proper screening, searching and examination of vehicles and pedestrians before issuing identifiable permit cards to staff, visitor's, contractors and vehicles to the premises. Proper records must be kept of all vehicles and persons passing the access points.

❖ **Tasks**

- a) Be polite towards all persons at all times but do not deviate from fixed procedures.
- b) Ensure the positive identification of any person.
- c) Ensure that the person have a valid or acceptable reason for visit.
- d) Ensure that there is existing authorization for the person to have access.
- e) Record all data necessary in the applicable registers before allowing access / egress.
- f) Ensure that all persons entering the site are in the possession of a valid permit and that it is clearly displayed.

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APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

- g) Perform searches on parcels, handbags and people as specified in the Company procedures manual by using appropriate machinery. Perform searches on vehicles as specified in the Departmental Standard Operations Procedures applicable to Access Control.
- h) Open the gate and allow the vehicle through if all requirements have been met.
- i) Issue permits to visitors and contractors after obtaining reason for presence and positive identification.
- j) Ensure that the control point is neat and tidy during shift changes and at all other times.
- k) Inspect and test all equipment and report any defects to the security manager.
- l) Security staff shall be conversant with normal procedures and permits required to enter the point.
- m) Escort contractors/service providers on the premises for deliveries and services.
- n) The Bidder shall return to the Department the completed (full) Occurrence Books.
- o) All employees shall be fully conversant with emergency plans and procedures on site and shall give their full support in the event of an emergency.
- p) Check authorization letters for the removal of goods from the institutions. Copies of the authorizations should be recorded and kept by the bidder.
- q) In the event of any doubt or suspicion, contact the Shift Commander.
- r) If metal detectors or X-ray machines are in operation at the doors, follow the procedures as described in the operation procedures manuals.
- s) Report any irregularity noticed in writing.
- t) Ensure that gates and doors are locked at all times when not in service.
- u) Ensure all safety instructions are adhered to at all times.

**c) Personnel Security**

- a) These services relate to creation of a secure environment for personnel to operate within.
- b) Patrolling of parameter fences on the site inclusive of residences.
- c) Escorting of all visitors, service providers and clients on site.

**d) Property Security**

- a) Prevention of damage to the property at the institution.
- b) Identifying and investigating culprits when damage to property has occurred.
- c) Preventing theft of any government property.

**e) Registers**

- 5.1.5.1. Security registers to be provided during the contract must comply with the mentioned specification per category and remain the property of the Department.
- 5.1.5.2. All registers, when full, must be handed back to the Department for record and investigation purposes.
- 5.1.5.3. All registers must be kept in good order.
- 5.1.5.4. Regular inspections to be conducted on the keeping and writing of the registers by shift supervisors.

iv. **Occurrence Book**

Size	A4 (297.0 x 210.0mm Portrait)
Cover	Quarter bound (long side)
Inner	Printed in black and white
Artwork	Design and layout provided (Supplier to standardize printing format, align tables and proof read)
Finishing	To be cut and perfect bound
Paper	Black printed in bold on outside - OB Content 80 g/qm F/endleave 180 g/qm Back/endleave 180 g/qm
Number of pages (Excl Cover pages)	608 numbered pages right and left corner

- a) The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors, and all other relevant occurrences at the site.
- b) The Bidder's security staff on duty shall make the following entries in the occurrence book: all listed routine procedures such as patrols undertaken, handing over of shifts, etc, mentioning the procedures followed, by whom and the time of commencement. These entries shall be made clearly legible, in blue/black ink in English.
- c) All occurrences, however, slight or unusual, shall be recorded with reference made to the correct time and relevant actions taken.
- d) All security staff activities, especially deviations in respect of the duty list, specifying particulars of the staff and relevant times.
- e) The issue and/or receipt of keys, specifying the time and by whom they were received or delivered.
- f) The unlocking or locking of main doors or gates, specifying the time and by who locked or unlocked.
- g) The handing over of shifts, mentioning all names of all shift staff and accompanying equipment and aids. In this case, staff taking over as well as staff handing over shall sign the entry/entries.
- h) After the taking over of shifts, the first level supervisor shall make an entry declaring that he has read the Occurrence Book to acquaint himself with events that occurred during the previous shift.
- i) All visits by second level supervisors and top management these entries shall be done in red ink.  
**Note:** Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed on the side.
- j) The Occurrence Book/s must be available for audit purposes as and when deemed necessary by the Department.

**v. Visitors Registers/Forms**

Size	A4 (297.0 x 210.0mm Landscape)
Cover	Quarter bound (short side)
Inner	Printed in black and white carbon paper (original) – perforated 3 per page. Printed in black and white on colour paper (copy)
Artwork	Design and layout provided (Supplier to standardize printing format, align tables and proof read)
Finishing	To be cut and perfect bound
Paper	Black printed in bold on outside – Visitors Register Content 80 g/qm F/endleave 180 g/qm Back/endleave 180 g/qm
Number of pages (Excl Cover pages)	256 excl copy

The purpose of the visitor register is to have information available at all times regarding persons and vehicles admitted to the site within a specific period, in case an occurrence, or occurrences, should take place which might lead to a judicial enquiry.

a) This register/form shall be comprehensively and legibly completed by the security officer on duty and shall make provision for the following:

- i. Date and time of entry
- ii. Full particulars of the visitor
- iii. Contact details of the visitor
- iv. Identification number of the visitor
- v. Reason for visit
- vi. Signature of the visitor to comply with conditions
- vii. Card number issued to the visitor
- viii. Time of egress by the visitor
- ix. Signature by the security official

**vi. Vehicle Register**

This register/form shall be correctly and legibly completed by the security guard/officer on duty and shall make provision for the following:

- a) Date of visit.
- b) Admission and exit time of visitor/vehicle to and from the site.
- c) Surname and initials of driver.
- d) ID Number.
- e) Home or Work address of the driver.
- f) Registration number of the vehicle.

- g) Name of person to be visited.
- h) Purpose of visit.
- i) Number of passengers.
- j) Brand, Serial No and number of laptop(s)/firearm(s) in the vehicle (if any).
- k) Signature of driver.

vii. **Government Property Register**

Size	A4 (297.0 x 210.0mm Portrait)
Cover	Quarter bound (long side)
Inner	Printed in black and white paper
Artwork	Design and layout provided (Supplier to standardize printing format, align tables and proof read)
Finishing	To be cut and perfect bound
Paper	Black printed in bold on outside – Government Property Register Content 80 g/qm F/endleave 180 g/qm Back/endleave 180 g/qm
Number of pages (Excl Cover pages)	256 numbered pages right and left corner

- a) The purpose of the prescribed register is to execute effective checking and control at the site in respect of all Government property. The control of movement of all Government property must be recorded to enable the Department to identify property that has been removed from site.
- b) The completion and keeping of such prescribed register is not solely for the recording of laptops but all Government property. Pedestrian Register/Admission Control Forms (Where applicable)

This register/forms shall be correctly and legibly completed by the security guard/officer on duty and shall make provision for the following:

- a) Date and time of visit.
- b) Admission and exit times of the visitor to and from the site.
- c) Surname and initials of the visitor.
- d) Home or Work address of the visitor.
- e) Official Identity/Passport Number of visitors.
- f) Name of person to be visited.
- g) Purpose of visit.
- h) Brand, Serial nr. and number of laptop(s)/firearm(s) in visitor's possession (if any).
- i) Signature of the visitor.

**viii. Pocketbook**

Size	A6 (148.0 x 105.0mm Portrait)
Cover	Full colour double sided on gloss (Dept Design)
Inner	Printed in black and white
Artwork	Design and layout provided (Supplier to standardize printing format, align tables and proof read)
Finishing	To be cut and perfect bound
Paper	Coloured cover 200 g/qm Content 80 g/qm F/endleave 180 g/qm Back/endleave 180 g/qm Colored back 200 g/qm
Number of pages (Excl Cover pages)	80 numbered pages right and left corner

The purpose of the pocketbook is to note down all incidents occurring, or observations made by a security officer during their shift, for later reference.

During their shift all security staff shall carry a pocketbook.

The following information shall be noted down in the pocketbook: All occurrences/events however, slight or unusual, referring to the following:

- a) Reporting on and off duty.
- b) Time of occurrence or event.
- c) Extent of occurrence or event.
- d) Relevant occurrence book number with due allowance for paragraph below.
- e) Follow up actions taken in respect of occurrence or event.
- f) All relevant information noted down in notebook/pocketbook shall immediately or directly after return from a patrol, be copied into the occurrence book.

**ix. Prohibited Items Register**

Size	A4 (210.0mm x 297.0mm Landscape)
Cover	Quarter bound (short side)
Inner	Printed in black and white paper
Artwork	Design and layout provided (Supplier to standardize printing format, align tables and proof read)
Finishing	To be cut and perfect bound
Paper	Black printed in bold on outside – Prohibited Items Register Content 80 g/qm F/endleave 180 g/qm Back/endleave 180 g/qm
Number of pages (Excl Cover)	256 numbered pages right and left corner

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40



The purpose of the register is to capture all items that are considered prohibited from entering the site. Items will be surrendered by the owner into the custody of the security officer who will capture the particulars of both the owner and the item in the register. Any firearm that is surrendered must be dealt with in terms of the Fire- Arms Control Act. Should any illegal items be surrendered for safekeeping it is the responsibility of the security officer to contact the local SAPS in order to address the matter and it should not be returned to the owner.

The information shall be recorded in the register under the following headings:

- a) Date
- b) Time
- c) Particulars of the owner
  - i. Name
  - ii. ID nr.
  - iii. Contact details
  - iv. Signature
- d) Particulars of the Item
  - i. Description
  - ii. Make
  - iii. Model
  - iv. Serial nr.
- e) Received by
  - i. Name
  - ii. Signature

x. **After Hours Register**

The purpose of this register is to keep record of all personnel that gains access to Departmental sites after normal working hours (16:40 – 07:30), including Saturdays, Sundays and Public Holidays. Access to Departmental sites afterhours may only be granted to officials when an approval can be produced as per Departmental Circular 1 of 2021.

This register/form shall be comprehensively and legibly completed by the security officer on duty and shall make provision for the following:

- a) Date and time of entry;
- b) Particulars of the official;
- c) Persal Nr;
- d) Contact Nr;
- e) Office nr;
- f) Signature of the official;
- g) Time of exit;
- h) Signature by security officer.

**f) Security Control Centre**

- a) The bidder must ensure that an offsite, fully established, operational security control centre in the town of operation shall be available to render backup support and reaction force for all emergency situations and be in radio contact with all security staff at all the Sites and with the Supervisor on standby and telephonically with the Security Manager of the Department. The control room of the successful bidder will be visited at random to ensure it is properly operational.
- b) The control centre shall be fully equipped and manned for the period of this contract to provide 24/7 support and response to all security officers deployed under this contract.

**g) Patrol Services**

- a) Fully equipped vehicles for patrol services and rapid response shall be available 24 hours a day for the period of this contract. All trips shall be logged with full particulars of the reasons to the satisfaction of the Department. The logbook shall always be available for inspection by the Representative of the Department.

**h) Patrol of Sites and onsite Control Room requirements**

- a) Keep proper record of patrols. The successful bidder will be required to supply and install a patrol monitoring system on site to monitor identified security patrols as agreed to with a representative of the Department during the site establishment. Patrol monitoring reports must be available and submitted monthly or on request.
- b) Complete the patrol and perform all duties as specified in the Company procedures manual including inspection of the sites, attending to all suspicious persons and investigation of suspicious objects, checking of permits, etc.
- c) Perimeter patrols to identify any tampering or damaging of fence perimeter.
- d) Report all incidents by radio to the Shift Commander and subsequently in writing in all applicable registers.

**❖ Minimum equipment required**

- i. Dedicated vehicle for patrol services and rapid reaction.
- ii. Flashlights.
- iii. Protective gear.
- iv. Radio communication with Shift Commander.
  - 1 x base station radio.
  - One portable radio per guard with chargers.
- v. Pepper spray.
- vi. Handheld metal detectors.
- vii. Belly Scope.
- viii. Firearm safe (pigeonhole type with two key system for at least 4 firearms). Provide SABS standard as a once off supply and installation to a permanent wall in the guard room at sites not already equipped with such. Specification of the fire-arm safe:

42

Matte Gray in color (fixed)  
Externally: 900(H) 300(W) 250(D)  
Number of safes per module : 2  
Size of each safe: 135(H) 300(W) 250(D)  
Locking on each safe: 2 x key lock per each safe

## 5.2 Reaction Force

Reaction force must be well equipped to:

- a) Assist the guards on duty requesting assistance for any emergency within 5 minutes for emergency situations. Emergency response to be executed by patrol services to any emergency call from security staff at the site. This could include but are not limited to break-ins, fire, protests, robbery, etc.
- b) Ready to react immediately.

### ❖ Minimum Equipment Required

- Dedicated vehicle for rapid reaction.
  - Flashlights.
  - Protective gear.
  - Radio communication with Shift Commander/control room.
- c) In the case that the service is subcontracted it is necessary that a contract or memorandum of understanding between the bidder and the third party is available at the time of closing of the bid.

## 5.3 Guard Services

- a) Personnel Security
  - i. These services relate to creation of a secure environment for personnel to operate within.
  - ii. Assistance to personnel to contain children/service users to be handled according to institution procedures.
  - iii. Patrolling of parameter fences on the property.
- b) Property Security
  - i. Prevention of damage to the property at the institution or office.
  - ii. Identifying, arresting and investigating culprits when damage to property has occurred.
  - iii. Prevention of theft of Government property.

## 5.4 Communication and Reporting

5.4.1. The successful bidder will be required to assign a Manager for this project. The Manager will report to the Institution/Local Service Office Manager and Security Manager with regards to the execution of the terms of reference set out in this bid document. The Manager must submit security site reports monthly, which is to be attached together with the payroll, to the monthly invoices. The monthly security site report must be signed off by the Security Manager of the Department. Monthly meeting/s will be held to discuss all issues arising during the course of the month.

- Employees of the successful bidder must uphold confidentiality of service users.
- Immediate reporting of all illegal activity or attempts to conduct such to the Security Manager.

5.4.2. The **company director/owner** must visit the site/s at least once a quarter and that must be reflected on an Occurrence Book of that particular site.

## **6. SECURITY PERSONNEL REQUIREMENTS:**

### **Shift Supervisors (Grade B), and Security Guards (Grade C)**

- 6.1 Security shift supervisor shall have a minimum qualification of Grade 12/Matric or equivalent and security officers shall have a minimum qualification of Grade 10 or equivalent and must have completed and passed formal security training as required by PSIRA. Minimum experience of Three (3) year's experience for shift supervisors and One (1) year for security officers respectively working in guarding related environment is required.
- 6.2 At all times security personnel shall present an acceptable image/appearance which implies, inter alia, that they may not publicly sit, lounge about, smoke, eat or drink while attending to people.
- 6.3 Security personnel shall at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards them.
- 6.4 Security personnel shall be physically healthy and medically fit for the execution of their duties, taking into consideration that this is a high-risk site.
- 6.5 Security personnel shall be registered as security officers/guards, as required by Private Security Industry Regulatory Act, act 57 of 2001 and will carry their registration cards at all times.
- 6.6 Security personnel shall sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Department.
- 6.7 Security personnel are prohibited from reading office documents or rummaging through records.
- 6.8 No information concerning Departments activities may be furnished to the public or news media or to any other by the Bidder or his employees and therefore all security officers performing duties on site shall be required to sign an Oath of Secrecy.
- 6.9 Security personnel are prohibited from supplying any goods to service users that may be in contravention of the procedure.

### **Duty List**

- The purpose of the duty list is to serve as proof, at all reasonable times, that all staff who should be on duty per shift, are indeed on duty.
- Daily, weekly or monthly duty lists of all security staff on duty shall be drawn up by the Bidder and kept in the security control office of each Site where such service is rendered.
- Any change to the duty list shall be crossed out by a single line, installed, dated and noted in the occurrence book.

### **Duty Sheet**

- The purpose of a duty sheet is to ensure that all security staff on duty is familiar with the duties as required in this agreement.
- The Bidder shall have available at the site a fully expounded duty sheet per duty point.

44

## 7. SECURITY STAFF EQUIPMENT

The Bidder undertakes to ensure that each member of his/her security staff will at all times when on duty be fully equipped in respect of:

- 7.1 A neat and clearly identifiable uniform from the Bidder, which uniform will include matching raincoats and overcoats for rainy and cold conditions respectively.
- 7.2 A clear identification card from the Bidder, with the member's name and surname, colour photo and PSIRA numbers on it, worn conspicuously on his/her person at all times.
- 7.3 Service aids to be available at all times/worn on the body at all times, such as:

Type of Equipment	Quantity
Whistle	One per guard
Pocket Book	One per guard
Pen (black and red)	One black, one red per guard
Torch (at night)	One per guard
Hand cuffs	One per guard
Metal Detector (handheld)	Two per site
Radio (portable)	One per guard
Pepper spray	One per guard
Baton	One per guard

## 8. TRAINING OF PERSONNEL

- 8.1 The successful bidder must ensure the training of all security officers employed to handle any emergency situation relating to the site.
- 8.2 Guards should have Basic Training in firefighting using fire extinguishers and fire hose reels in case of emergency.
- 8.3 Guards should have Basic Training on crowd control to stabilize any possible crowd uproar within the site.
- 8.4 **Guards should have extensive knowledge with regards to the implementation of the following enabling acts:**
  - a) Control of Access to Public Premises and Vehicles Act, 54 of 1985
  - b) Criminal Procedure Act, 51 of 1977
  - c) Firearm Control Act, 60 of 2000
  - d) Occupational Health and Safety Act, 85 of 1994
  - e) Drug and Drug Trafficking Act, 140 of 1992
  - f) Trespass Act, 6 of 1959.

## **9. COMPULSORY BRIEFING SESSION**

- 9.1 The Department will conduct a compulsory briefing session to enable all interested bidders to discuss the scope of work and services to be rendered to assist in the submission of a competitive bid. The compulsory briefing session date, time and venue are indicated in the advertisement.

## **10. SUB-CONTRACTING**

- 10.1 The Department supports the development of emerging suppliers qualifying in terms of section 9(1) of the Broad Based Black Economic Empowerment Act and cooperatives that have been registered in terms of section 7 of the Cooperatives Act, Act 14 of 2005. Therefore, EME's and QSE's and cooperatives that meet the requirements of this bid are encouraged to participate.
- 10.2 To support emerging suppliers the successful bidder can, where possible, subcontract the following services to be performed by a third party, if the bidder does not offer the required service in-house in the District where the service is required:
- a) Deployment of Armed response / Reaction Unit
  - b) Deployment of K9 and K9 handlers.

## **11. LOCAL ECONOMIC DEVELOPMENT**

- 11.1 Bidders are encouraged to source 50% of the security guards and other operational personnel from the municipality where the site is situated. Unless the current service provider withdraws the entire deployment for redeployment to another site, the successful bidder is encouraged to retain at least 50% of security officers from the current staff compliment deployed in the Institution giving preference to those residing in the local municipality. The successful bidder is encouraged to comply with this condition for the duration of this contract.
- 11.2 The successful bidder is encouraged to procure all security related equipment including protective clothing and gear for the performance of this contract, from suppliers within the Eastern Cape. Provincial Treasury (PT) and Department of Economic Development, Environmental Affairs and Tourism (DEDEAT) will maintain and provide a list of locally manufactured goods/ commodities. The department encourages the successful bidder to support Non-Profit Organisations and Cooperatives funded by the department to be used for the sourcing of uniform.

## **12. DOCUMENTS TO BE SUBMITTED**

- 12.1 The following documents must be submitted together with the bid documents -:
- a) Valid letter of good standing from PSIRA at the time of closure of the bid.
  - b) PSIRA certificate of registration for all Directors performing executive or managerial functions in respect of the security company. If the company have more than one Director an abbreviated company profile must be submitted indicating the structure of the executive and the roles and responsibilities of each Director, unless all Directors submit valid PSIRA registration certificates.
  - c) Valid Confirmation of Registration and Paid Up Levies or applicable exemption certificate(s) from the National Bargaining Council for Private Security Sector (NBCPSS) at the time of closure of the bid.
  - d) Proof of a combined (non-concurrent) 5 years and more experience in performing guarding and related duties (copy of signed award letter/ copy of signed contract AND accompanying letter, on

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letter head, from a previous client (organ of state / private business entity)) indicating that security services were satisfactorily rendered) **OR** Proof that One (1) Directors have a minimum of Ten (10) years' experience in managing a security service (Testimonial on company letterhead for period of services rendered and position occupied)

- e) The bidder must ensure that an offsite, fully established, operational security control centre in the town of operation shall be available to render 24/7 backup support and reaction force for all emergency situations and submit, together with its bid documents, details of such an office in the form of Municipal account in the bidder's/company owner' name and/or proof of business address and/or valid lease agreement in the bidding company's name and/or a sworn affidavit by a commissioner of oaths outside the employ of the company. The address provided may be subjected to an in loco inspection and any fraudulent information submitted will lead to the disqualification of the bidder or cancellation of contract and blacklisting of the bidder. The control center must be in radio contact with security staff at all the Sites as well as with the Department's responsible person and telephonically with the Security Manager of the Department. If sub-contracting of this function is considered arrangements must be confirmed by submitting a contract or memorandum of understanding between the bidder and a third party providing armed response services clearly indicating address of subcontracted business.
- f) The successful bidder must submit:
  - a) A list of all personnel recruited for deployment, proof of their registration with PSIRA and their SAPS clearance certificates within fourteen (14) days of acceptance of this bid with.
  - b) Proof of registration with relevant provident fund within fourteen (14) days of acceptance of this bid for all newly appointed security officers.
  - c) Abbreviated CV including certified copy of Grade 12/Matric certificates of all shift supervisors and Grade 10 school reports indicating promotion to Grade 11 for security officers to be deployed indicating minimum experience of Three (3) year's experience for shift supervisors and One (1) year for security officers respectively working in guarding related environment (copies to be submitted 14 Days after accepting the award).
  - d) Completed Annexure F with fingerprints for all Directors performing executive or managing functions in respect of the appointed company within 7 days after award of the bid.
  - e) A letter of Good Standing to confirm that the bidder is registered for the COID at the date of closure of this bid or Courtesy letter from Department of Labour confirming that the Bidder has applied for registration at the date of closure of this bid.
  - f) A letter of good standing or proof of registration from Department of Labour confirming that the bidder is registered with Unemployment Insurance Fund at the date of closure of this bid.
- g) Certified copies of registration papers of company vehicles used to perform functions related to this bid.

**N.B Failure to submit these documents may result in disqualification of the bid or cancellation of the contract.**

**12.2 The format of the bid document is to be submitted in the following sequence:**

- a. Cover page with name of bidder;
- b. SBD forms;
- c. Compliance documents;
- d. Reference of previous operational experience;
- e. Any other documents.

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APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

### 13. CONDITIONS OF THIS BID

- 13.1 The General Conditions of Contract issued by the National Treasury to provide services to government are applicable.
- 13.2 The Department reserves the right to verify the information provided by the Bidder with Private Security Industry Regulatory Authority (PSIRA) and any other regulatory bodies / relevant entity. Any information received from the regulatory body which does not reflect the one provided by the Bidder will render the bid null and void.
- 13.3 The bidder must provide 24-hour services.
- 13.4 Employees must not work for more than 12-hour shifts. The successful bidder must comply fully with the Basic Conditions of Employment Act, 75 of 1997.
- 13.5 The Bidder must employ security personnel that are capable of communicating with the staff and clients in English and in the language dominant in the area and must be able to read and write.
- 13.6 Bidders must be registered with
  - a) Private Security Industry Authority
  - b) National Bargaining Council for Private Security Sector
  - b) Workmen's Compensation/COID
  - c) Unemployment Insurance Fund.
  - d) Private Security Sector Provident Fund
  - e) Medical Aid prescribed by NBCPSS
- 13.7 Completion of the bid documents including all annexures.
- 13.8 The bidder must establish communication linkage with the police and other emergency services.
- 13.9 Acceptance of this tender is subject to the condition that both the contracting firm and its personnel providing the service must be cleared by the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require (full completion and submission of company questionnaire post award - annexure F).
- 13.10 The service provider must submit a criminal record clearance of all guards that will be deployed at the identified sites within Fourteen days (14) of appointment.
- 13.11 The Department will ascertain from respective bodies whether security staff in the bidder's service possesses clearances and that none of the staff has been registered on the database for committing crimes as per the sexual offences register.
- 13.12 Should the staff not possess the necessary training mentioned in par 8 supra this will be obtained within 3 months of the bid award. Certification issued for completing the course must be submitted as proof that the employee was found competent in the content of the course.

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APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

48



- 13.13 Procurement, after award of the bid, of all protective clothing and gear for the performance of this contract is to be procured from suppliers within the Eastern Cape. Provincial Treasury (PT) and Department of Economic Development, Environmental Affairs and Tourism (DEDEAT) will maintain and provide a list of locally manufactured goods/ commodities. The bidder will be expected to provide proof as and when required by the Department. Failure to adhere, will lead to the review and termination of the contract.
- 13.14 The successful bidder is encouraged to employ 50% of the security guards within the local municipality where the site is situated. Unless the current service provider withdraws the entire deployment for redeployment to another site the successful bidder is encouraged to retain at least 50% of qualifying security officers from the current staff compliment deployed in the site. Provide a list of security officers, with employee numbers, to be deployed at the site. This condition must be complied with for the duration of this contract.
- 13.15 The bidder is expected to have 100% of the required equipment to perform this contract at the time of closure of this Bid (refer to annexure A). Excluding uniform which needs to be available as a post award requirement
- 13.16 The service provider must, at his/her own expenses, take out sufficient liability insurance against any claims, costs, loss and/or damage ensuing from his/her obligations and shall ensure that such insurance remains operative for the duration of this agreement. A copy of such insurance contract must be handed to the Department representative on commencement of the service as per the specification.
- 13.17 The successful bidder is required to ensure that all compliance matters related to PSIRA, NBCPSS, COID, PSSPF, UIF is maintained throughout the duration of the contract and updated documents must be submitted to the Department within 7 days of expiry documentation.

#### 14. PRICE

- 14.1 Price must be per PSIRA grade per month (VAT inclusive) according to the schedule attached (Annexure D and E). Provision must be made for escalation of costs based on the guided escalation by the NBCPSS applicable to the latest Main Collective Agreement.
- 14.2 Price must include supervision of guards, administration costs and other overheads. (All cost to be clearly tabulated as indicated in Annexure D)
- 14.3 The Regional prices, as per the specified salaries and benefits captured in the latest published National Bargaining Council for Private Security Sector Main Collective Agreement issued by Department of Employment and Labour will be used in the evaluation of this bid. Service Providers must consider costing proportional to the number of months applicable to the relevant years covered by the contract period as the Department will not consider any adjustments during the period of the contract.
- 14.4 In the event that the contract's commencement date does not coincide with the annual cycle of the NBCPSS, the department may, if necessary, consider price adjustment only applicable to the months falling outside the annual cycle of NBCPSS. Such adjustment will be calculated based on the percentage increase of the NBCPSS, not the rand value.

- 14.5 Prices must be inclusive of VAT. If not confirmed, the Department will assume that the price quoted is inclusive of VAT. The Department does not pay VAT to service providers that are not registered with SARS as VAT vendors. It is compulsory for bidders with taxable supplies exceeding R1,000,000.00 (excluding VAT) in a 12-month period to register for VAT.

## **15. PAYMENT**

- 15.1 The successful bidder will be paid within 30 days of submission of an invoice.
- 15.2 The monthly invoice must indicate the month and year of the service.
- 15.3 Attached to the monthly invoice must be proof of the applicable benefits as per Annexure E, including the following:
- a) Month security site report signed by the Centre / Service Office Manager
  - b) Copy of the applicable payroll dated the same month of the invoice as proof that the bidder's employees have been paid their applicable benefits.
- 15.4 Payment relating to the following items will only be considered on submission of proof that benefits have been utilized and payments effected accordingly:
- a) Full set of uniform issued per security officer during first month of employment against a security officers' signature as confirmation of receipt.
  - b) Claiming of any form of leave on submission of proof that leave has been taken and with full salary.
  - c) Registration and payment of UIF, Hospital cover, Provident fund, COID/WCA, NBCPSS levy, PSIRA fee and Registration of Skills Development Levy will only be paid on submission of proof of registration and payment to these funds for security officers deployed at the Department.
- 15.5 Failure to submit these two reports, where these items in 15.3 and 15.4 are claimed, the invoice for that month will not be paid.
- 15.6 The monthly invoice is to be submitted by the third working day of each month to the Centre / Service Office Manager for processing of the monthly invoice.

## **16. PENALTIES**

- 16.1. The Department shall without prejudice to any of its rights be entitled to impose penalties on the service provider in the following circumstances:
- a. Any non-performance or under-performance; Five (5) percent of the monthly invoice will be deducted for every item that constitutes non-compliance. This will be up to a maximum of 20% of a monthly invoice where the items are more than one (1).
  - b. Refer to item list as per annexure H. In the event where a security officer is not on duty, posted late or found sleeping on duty annexure H (2) will be applicable.
  - c. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the Service Level Agreement.

## **17 FINANCIAL CAPACITY**

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APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

- 17.1 The Department pays after services are rendered within thirty (30) days after submission of an invoice, it is therefore essential for the Prospective Bidder to have funds to start the project and ensure that there are sufficient funds for the salaries of the employees, provision of equipment and consumables. Please note that salaries of the employees must be equal to or in excess of the determinations on Minimum Wage issued annually by the Department of Labour. In the event that the successful bidder fails to honor its obligations in terms of the contract due to unavailability of funds, the Department reserves the right to cancel the contract.
- 17.2 The department reserves the right to test financial capacity of the short-listed bidder prior award of the contract. The Department may require the short-listed bidder/s to provide a current bank statement or a letter from a registered financial institution confirming available funds to the value of 6% of the contract amount within a particular period as shall be determined by the department.

## **18 ANNEXURE**

- 18.1 Annexure A Equipment and vehicles available to perform work
- 18.2 Annexure B List of references.
- 18.3 Annexure C List of Office/Institutions and security Guards required.
- 18.4 Annexure D Pricing Schedule.
- 18.5 Annexure E Payment Breakdown / Detail
- 18.6 Annexure F Questionnaire for company screening.
- 18.7 Annexure G Local Economic Development.
- 18.8 Annexure H List of penalty items.
- 18.9 Annexure I Abbreviated CV.

## **19 EVALUATION**

### **19.1 PRE-EVALUATION CRITERIA**

- 19.1.1 Copy of signed agreement in the case of Joint Venture / Consortium in accordance with conditions stipulated in paragraph 20.1.
- 19.1.2 Completed and signed SBD1 and SBD4.
- 19.1.3 Letter of good standing from PSIRA valid at the time of closure of the Bid.
- 19.1.4 PSIRA confirmation of registration certificates for all Directors performing executive or management functions within the company. If the company has more than one Director an abbreviated company profile must be submitted indicating the structure of the executive and the roles and responsibilities of each Director, unless all Directors submit valid PSIRA registration certificates
- 19.1.5 Confirmation of Registration and Paid Up Levies or applicable exemption certificate(s) from NBCPSS valid at the time of closure of the Bid.
- 19.1.6 Completed and signed all annexures (B, D and E). Indicate "N/A" when information is not provided.

- 19.1.7 Compliance relating the Basic Conditions of Employment Act as contained in the latest published National Bargaining Council for Private Security Sector Main Collective Agreement as issued by the Department of Employment and Labour will be considered in evaluation.
- 19.1.8 Proof of a combined (non-concurrent) 5 years and more experience in performing guarding and related duties (copy of signed award letter/ copy of signed contract AND accompanying letter, on letter head, from a previous client (organ of state / private business entity)) indicating that security services were satisfactorily rendered) **or** Proof that One (1) Directors have a minimum of Ten (10) years' experience in managing a security service (Testimonial on company letterhead for period of services rendered and position occupied)
- 19.1.9 Provide details of operational security control centre in the town of operation in the form of Municipal account in the bidder's/company owner' name and/or proof of business address and/or valid lease agreement in the bidding company's name and/or a sworn affidavit by a commissioner of oaths outside the employ of the company. If sub-contracting of this function is considered arrangements must be confirmed by submitting a contract or memorandum of understanding between the bidder and a third party providing armed response services clearly indicating address of subcontracted business.

## 19.2 EVALUATION AS PER PPPFA

***Bid proposals will be evaluated in accordance with the 80/20-preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000). Bids will be evaluated on price and specific goals as per the Department's Preferential Procurement Policy.***

### ***Matrix for evaluation***

NO.	Criteria	Points
1.	Price	80
2.	Specific Goals	20
3.	Specific Goal	NUMBER OF POINTS
4.	▪ Gender (women ownership)	6
5.	▪ No franchise	2
6.	▪ Disability	3
7.	▪ Locality (Joe Gqabi District)	6
8.	▪ Youth	3
	<b>TOTAL POINTS FOR PRICE &amp; SPECIFIC GOALS</b>	<b>100</b>

### **NOTE:**

- *In order to obtain preference points for specific goals, bidders must complete SBD 6.1.*
- *Locality will be confirmed as follows:*
  - a. *The preferred address on CSD is the only address to be considered provided the address was updated on CSD on date prior to the invitation to bid was published.*

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

- b. *If the preferred address on CSD was updated on a date after publication of the invitation to bid, then the address registered on CIPC will be used as the only address to consider for awarding of locality points; OR*
  - c. *A lease agreement where offices are leased together with evidence (Bank statement) that rental has been paid for at least 3 months prior to the invitation to bid was published; OR*
  - d. *Copy of water and lights account from the municipality (Municipal Account, not a councilor's letter) or Eskom statement. The proof of address must be in the name of the company.*
  - e. *In case of a joint venture, the preferred address on CSD will be considered provided the JV partner has more than 50% interests in the JV,*
- *In order to be awarded points for disability, a document confirming permanent disability from a registered medical doctor must be submitted together with this bid.*
  - *In order to be awarded points for no franchise (black ownership), the bidder must have had no franchise prior to the introduction of the 1983 and 1993 Constitutions.*

## 20 BID POLICIES, PROCEDURES, TERMS AND CONDITIONS-

In addition to those stipulated in any other sections of the bid documents, bidders must be especially aware of the following terms and conditions:

- 20.1 Bidders claiming preference points are required to complete and sign the Preference Points Claim Form (i.e. SBD 6.1) in order to be considered for the allocation of preference points.
- 20.2 The Department may, before a bid is adjudicated or at any time during the bidding process or contract period, oblige a bidder to substantiate any claims it may have made in its bid documents or to call for any additional documents or to make presentation to it.
- 20.3 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- 20.4 The Department reserves the right to negotiate with the shortlisted Bidders prior to award and with the successful Bidder/s post award based on market conditions.
- 20.5 Bids submitted through facsimile or e-mails will not be accepted.
- 20.6 No bids will be considered if submitted after closing time.
- 20.7 The Department reserves the right to award the bid to more than one bidder, or not to award it at all.
- 20.8 The department will not award a contract to a bidder whose tax affairs are not in order.
- 20.9 Bidders must be registered in the Central Supplier Database (CSD). If not registered, bidders must ensure that they are registered before submitting their bids. Supplier registration may be performed online at the National Treasury's website, [www.treasury.gov.za](http://www.treasury.gov.za). The Department will not award a bid to a bidder that is not registered on the CSD.
- 20.10 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 legislation or special condition of contract.

## **21 CONSORTIUM / JOINT VENTURE**

It is recognized that bidders may wish to form consortia to provide the Services. A bid, in response to this invitation to bid, by a consortium must comply with the following requirements: -

21.1 Copy of agreement signed by all the members must be submitted. One of the members must be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members. The lead member must be the only authorized party to make legal statements, communicate with the Department and receive instructions for and on behalf of any and all the members of the Consortium.

21.2 All parties must be registered on Central Supplier Database (CSD).

## **22 DISCLAIMER**

22.1 Whilst all due care has been taken in connection with the preparation of this Bid, the Department makes no representations or warranties that the content in this Bid or any information communicated to or provided to bidders during the Bidding process is, or will be, accurate, current or complete. The Department, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

22.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the Bid or any other information provided by the Department (other than minor clerical matters), the bidder must promptly notify Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).

  
\_\_\_\_\_  
**MR. M MACHEMBA**  
**HEAD OF DEPARTMENT**  
**DATE: 25/07/2025**

## ANNEXURE A: SCHEDULE OF EQUIPMENT AND VEHICLES AVAILABLE TO PERFORM WORK

### 1. EQUIPMENT

TYPE	QUANTITY		CONDITION OF EQUIPMENT REQUIRED
	REQUIRED	NUMBER AVAILABLE	
Control Room (Off Site)	1		
Base Radio	1		
Radios	7		
Computers	1		
Telephones	1		
Communication Facilities (i.e. email / fax)	1		
Torches	7		
Hand Cuffs	7		
Pepperspray	7		
Handheld Metal Detectors	6		
Belly Scope	3		

### 2. VEHICLES

TYPE	CAPACITY	REG. NO.

**Bidder's name** \_\_\_\_\_

**Sign:** \_\_\_\_\_

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

**Designation:** \_\_\_\_\_

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

55

**ANNEXURE B:**

**List of References:**

Name	Location	Value	Start Date	End Date	No.of Guards	Contact No.	Contact Person

**Bidder's name** \_\_\_\_\_

**Sign:** \_\_\_\_\_

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

**Designation:** \_\_\_\_\_

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APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

56



**ANNEXURE C: INSTITUTION AND NUMBER OF SECURITY GUARDS**

Centre/Office	Description	No. of Guards		Total No. of Guards
		Day Shift	Night Shift	
Maletswai One Stop Center	Grade C	2	2	6
Maletswai Local Service Office	Grade C	2	2	4
Aliwal North Community Development Center	Grade C	2	2	4
Shift Supervisors at Maletswai OSC	Grade B	1	1	2
<b>Total Number of Guards</b>	<b>Grade C</b>	<b>6</b>	<b>6</b>	<b>12</b>
	<b>Grade B</b>	<b>1</b>	<b>1</b>	<b>2</b>
<b>Totals of Deployment</b>		<b>7</b>	<b>7</b>	<b>14</b>

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

57

**ANNEXURE D: PRICING SCHEDULE**

Name of Facility	Grade	No of Guards Day shift (A)	No of Guards Night shift (B)	Total Number of Guards in A&B (C)	Cost per guard per month (D)	Total cost per month for all guards (E)	Total cost of all guards for year 1 (F)	Total cost of all guards for year 2 (G)	Total cost of all guards for year 3 (H)	Total Cost of All Guards for 36 months (I)
Maletswai One Stop Center	Grade C	2		2	R .....	R .....	R .....	R .....	R .....	R .....
			2	2	R .....	R .....	R .....	R .....	R .....	R .....
Maletswai Local Service Office	Grade C	2		2	R .....	R .....	R .....	R .....	R .....	R .....
			2	2	R .....	R .....	R .....	R .....	R .....	R .....
Aliwal North Community Development Center	Grade C	2		2	R .....	R .....	R .....	R .....	R .....	R .....
			2	2	R .....	R .....	R .....	R .....	R .....	R .....
Shift Supervisors		1		1	R .....	R .....	R .....	R .....	R .....	R .....
Maletswai One Stop Center	Grade B		1	1	R .....	R .....	R .....	R .....	R .....	R .....
<b>SUB TOTAL 1: TOTAL DIRECT COST</b>										
Once off supply and installation of a SABS standard firearm safe per site (pigeonhole type with two key system for at least 4 firearms), if applicable (Maletswai LSO & Aliwal North CDC)					R .....	R .....	R .....	R .....	R .....	R .....

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GOABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

**ANNEXURE D: PRICING SCHEDULE (continuation)**

	Overheads			
	Year 1	Year 2	Year 3	Total for 36 months
SUB TOTAL 2: MARK – UP, OVERHEADS INCLUDING FIRE ARM-SAFE IN RAND VALUE CALCULATED AS A PERCENTAGE OF TOTAL DIRECT LABOUR COSTS (Mark – up and Overheads must not be less than 10% of Total Direct Labour Costs)	R.....	R.....	R.....	R.....
SUB TOTAL 3: TOTAL DIRECT COSTS PLUS MARK-UP AND OVERHEADS	Year 1	Year 2	Year 3	Total for 36 months
	R.....	R.....	R.....	R.....
VAT @15%				
	R.....	R.....	R.....	R.....
<b>GRAND TOTAL</b>				
	R.....	R.....	R.....	R.....

## ANNEXURE E: PAYMENT BREAKDOWN / DETAIL

Note:- Bidders must submit a complete breakdown of all cost included in the pricing considering the requirements of the NBCPSS Main Collective Agreement which is to be provided during this period of contract. In case where service providers consider providing the service at no charge R 0 must be captured in the pricing next to the applicable description:

Item	Description	Grade B Price Per Month	Grade C Price Per Month	Priced for this contract Yes / No	If no, please give reason
Costs included in the pricing per guard (Please specify)	1 Monthly Salary – Primary Sec Officer				
	2 Monthly Salary – Relief Sec Officer				
	3 Sunday pay premium				
	4 Night shift allowance				
	5 Cleaning allowance				
	6 Full set of uniform				
	1 Public holiday premium				
	2 Vacation leave provision				
	3 Sick leave				
	4 Family responsibility leave				
	5 Statutory annual bonuses				
	1 UIF				
	2 Hospital cover				
	3 Provident fund				
	4 COID / WCA				
	5 Bargaining Council Levy				
	6 PSIRA fee				
	7 Training (Skills development levy)				
PRICE PER GUARD PER MONTH		Grade B	Grade C		
TOTAL FOR REQUIRED NUMBER OF GUARDS PER MONTH		Grade B x _____	Grade C x _____		
TOTAL FOR 6 MONTHS		Grade B x _____	Grade C x _____		
MARK – UP AND OVERHEADS IN RAND VALUE					
VALUE ADDED TAX (VAT) @ 15%					
TOTAL BID PRICE FOR 36 MONTHS					

Bidder's name: \_\_\_\_\_

Sign: \_\_\_\_\_

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

Designation: \_\_\_\_\_

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

60

**ANNEXURE F (CONFIDENTIAL WHEN COMPLETED)**  
**(POST AWARD SUBMISSION BY SUCCESSFUL BIDDER WITHIN 7 DAYS)**  
**QUESTIONNAIRE: SERVICE PROVIDER/COMPANY**

*Please note that failure to provide the requested information would result in the disqualification of the Service Provider /Company from the Security Screening process.*

**Registered name of Company/Service Provider:**

**Trading name**

**Details of Company/Service Provider:**

Postal Address:

Physical Address:

Web Address:

Company / CC Registration No:

UIF no:

Workman's Compensation no:

PSIRA no:

**(Attach copy of certificate)**

VAT no:

Tax (SARS) no:

**(Attach copy of certificate)**

PAYE Reg. no.

**List of Directors:**

**Attach: fingerprints form, Fingerprints consent form and a copy of ID (certified)**

Director Full names:

Gender

ID No.


APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

***Previous convictions /Summons /Judgement /Adverse/Collections***

Nature	Year	Outcome

**List of employees that would render the service:**

Full names:	Gender	ID No:

***Previous convictions /Summons /Judgement /Adverse/Collections***

Nature	Year	Outcome

**Contracts previously awarded to Company/Service Provider:**

Department:	Description:	Place:	Year:

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

62

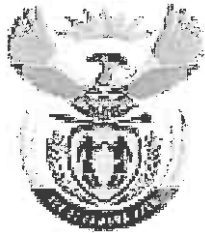
**Contact Persons at Company/Service Provider;**

Name and Surname:	
Tel no:	
Cell no:	
E-Mail Address:	
Fax no:	

Name and Surname:	
Tel no:	
Cell no:	
E-Mail Address:	
Fax no:	

**References/Contacts/acquaintances within the Department:**

Names:	Position:	Relationship:



## state security

State Security Agency

**REPUBLIC OF SOUTH AFRICA**

### PERMISSION FOR FINGERPRINTS TO BE TAKEN (PERSONNEL/SECURITY CLEARANCE PURPOSES)

I, .....

The undersigned, with identity number .....

And residing at .....

Hereby give permission for my fingerprints to be taken by an authorized employee of the National Intelligence Agency or the South African Police Service.

Furthermore I grant permission for my fingerprints to be sent to the criminal record centre of the South African Police Service to obtain information concerning my criminal background, history, previous convictions and/or any other relevant information that may be provided by the criminal record centre on form SAP69, for personnel purposes exclusively.

SIGNED AT

ON

200

.....  
SIGNATURE

WITNESSES

1. ....

2. ....

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

64



# FINGERPRINTS FOR SECURITY CLEARANCE

IDENTITY NO.										MALE										FEMALE																			
SURNAME										FULL FIRST NAMES																													
RACE					DATE OF BIRTH					COUNTRY AND PLACE OF BIRTH																													
THUMB					FOREFINGER					MIDDLE FINGER					RING FINGER					LITTLE FINGER																			
1					2					3					4					RIGHT HAND																			
6					7					8					9															LEFT HAND									
LEFT HAND																				RIGHT HAND																			
Plain impressions of the our fingers taken simultaneously																				Plain impressions of the our fingers taken simultaneously																			
LEFT THUMB					FOR OFFICIAL USE ONLY															RIGHT THUMB																			
					FP NO.																																		
					CR NO.																																		
					FP CLASS																																		
IF YOU HAVE EVER BEEN CONVICTED OF ANY OFFENCE STATE PLACE, DATE AND SENTENCE:																				SIGNATURE OF APPLICANT																			
..... ..... .....																																							
I CERTIFY THAT THE ABOVE APPLICANT'S SIGNATURE WAS PLACED ON THIS FORM IN MY PRESENCE.																																							
SIGNATURE OF OFFICIAL RESPONSIBLE																																							
INITIALS AND SURNAME ..... DESIGNATION (RANK) .....																																							
BUSINESS ADDRESS ..... (STREET ADDRESS) .....																																							
DATE ..... PLACE .....																																							

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

65



Province of the  
**EASTERN CAPE**  
SOCIAL DEVELOPMENT

**ANNEXURE G**

**LOCAL ECONOMIC DEVELOPMENT PROCUREMENT FRAMEWORK DECLARATION FORM**

The Honourable Premier in his State of the Province address in 2014 made a pronouncement to the effect that 50% of Provincial procurement should be spent on goods and services which are manufactured and supplied by SMMEs and Co-operatives from within the Province.

In order for the Province to achieve the above, the successful service providers must source the required goods/services with the Eastern Cape Province as per Local Economic Development Procurement Framework.

The details of the manufacturers of these goods are:

<b>NAME OF MANUFACTURER/SERVICE PROVIDER</b> (e.g. Siyazama Co-orp)	<b>COMMODITY/SERVICE</b> (e.g. Uniform)	<b>LOCATION</b> (e.g. Gqeberha)

I, the undersigned (Bidder's representative)

.....commit to procuring/sourcing the required goods from local manufacturers/distributors within the Eastern Cape Province where available and that 50% of the employees will be from the Local Municipality where the site is situated.

I accept that the Department of Social Development may invoke penalties as per General Conditions of Contract should I be misrepresenting the content contained herein this declaration.

.....  
**Signature**

.....  
**Date**

.....  
**Name of bidder**

.....  
**Position**

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT MALETSWAI ONE STOP CENTER, ALIWAL NORTH COMMUNITY DEVELOPMENT CENTER AND MALETSWAI LOCAL SERVICE OFFICE SITUATED IN THE JOE GQABI DISTRICT IN THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

66

## ANNEXURE H

### PENALTIES

#### 1 Where applicable the following penalties shall apply:

DESCRIPTION	REFERENCE
Cases where security officers are on duty without proper communication tool provided by the company	Implementation of clause 15.1 relating to penalties.
Cases where security is on duty without pocketbook and pen	Implementation of clause 15.1 relating to penalties.
Pocket and Occurrence book not written hourly	Implementation of clause 15.1 relating to penalties.
Cases where the security officer is on duty without an identity card, PSIRA identification and company card	Implementation of clause 15.1 relating to penalties.
Cases where security officer is on duty without means or instrument to determine time	Implementation of clause 15.1 relating to penalties.
Cases where security is without a flash light in working order	Implementation of clause 15.1 relating to penalties.
Unavailability of base radios where medium of communication is a radio	Implementation of clause 15.1 relating to penalties.
Driving of state vehicle without permission by security officers	Implementation of clause 15.1 relating to penalties. Immediate withdrawal from site of the security officer
Cases where the security service provider has no monitoring vehicle	Implementation of clause 15.1 relating to penalties.

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67

as required in terms of the SLA	
No Parade and inspection	Implementation of clause 15.1 relating to penalties.
Post desertion by security officer	Implementation of clause 15.1 relating to penalties.
Illegal gathering/meeting by security officers at clients property	Implementation of clause 15.1 relating to penalties and written warning (1 <sup>st</sup> incident)  Implementation of clause 15.1 relating to penalties and final written warning (2 <sup>nd</sup> incident)  Immediate termination of contract (3 <sup>rd</sup> incident)
Non provision of standby security officers during industrial action by contractors' employees.	Implementation of clause 15.1 relating to penalties and written warning (1 <sup>st</sup> incident)  Implementation of clause 15.1 relating to penalties and final written warning (2 <sup>nd</sup> incident)  Immediate termination of contract (3 <sup>rd</sup> incident)
Total withdrawal of security officers from site/camp/building for a period exceeding 12 hours	Immediate termination of employment
Under-payment of PSIRA rate, late Payment and Nonpayment of security officer salaries by security service provider	Implementation of clause 15.1 relating to penalties and written warning (1 <sup>st</sup> incident)  Implementation of clause 15.1 relating to penalties and final written warning (2 <sup>nd</sup> incident)  Immediate Termination of contract (3 <sup>rd</sup> incident)
Late or non-submission of monthly and quarterly reports	Implementation of clause 15.1 relating to penalties
Unavailability of and non-submission or late submission of relevant documentation	Implementation of clause 15.1 relating to penalties
Failure to submit incident report within 24 hours of occurrence	Implementation of clause 15.1 relating to penalties

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68

Non Availability of all relevant registers as per contract	Implementation of clause 15.1 relating to penalties
Use of Non PSIRA registered, including expired registrations guards on Departmental sites	Implementation of clause 15.1 relating to penalties per incident, per guard (1 <sup>st</sup> Occurrence) Termination of contract (2 <sup>nd</sup> occurrence)
Non-Availability of fully operating equipment as per the contract	Implementation of clause 15.1 relating to penalties
Non wearing of complete security uniform and required equipment on person at site	Implementation of clause 15.1 relating to penalties
Non-compliance with health and safety regulations relating to dog kennels	Implementation of clause 15.1 relating to penalties and written warning (1st incident) Implementation of clause 15.1 relating to penalties, reporting to relevant authorities and final written warning (2nd incident) Immediate removal of dogs from provided kennels for duration of contract (3rd incident)
Using of Departmental assets without permission	Implementation of clause 15.1 relating to penalties. Registering of criminal case for investigation. Removal of security officer from site.

2. In the event of security officer not on duty, posted late or found sleeping on duty, the following penalties shall apply:

Security Officer	Penalty
Cluster Manager/Shift Supervisor	R 1000.00 per guard per shift
Armed/unarmed Guards	R1500.00 per guard per shift
Loss of departmental assets OR damage to property caused by negligence of service provider	The service provider shall be liable for replacement of items or assets OR fixing damage caused.

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69

**ANNEXURE I (ABBREVIATED CV)**

**SECURITY OFFICERS NAME:** \_\_\_\_\_

**IDENTIFICATION NUMBER:** \_\_\_\_\_

**PSIRA NUMBER:** \_\_\_\_\_

COMPANY	POSITION	DATE FROM	DATE TO	CONTACTABLE REFERENCE	
				REFERENCE	PHONE NR.

I, \_\_\_\_\_, herewith declare that the content included in  
(Security officers name)

Annexure I am correct and true. Any of my mentioned referenced can be contacted to verify the captured information for verification. A certified copy of my Matric / Grade 12 certificate is attached.

\_\_\_\_\_  
(Security Officers Signature)

\_\_\_\_\_  
(Date)

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