Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

Bid Number: RFQ 26/27 - BCM – 0038

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT BISHO CHILD AND YOUTH CARE CENTRE IN THE BUFFALO CITY METRO DISTRICT FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF TWO (2) MONTHS.

BIDDER: _____

CSD NUMBER: _____

CLOSING DATE: 04 SEPTEMBER 2026

CLOSING TIME: 11:00 AM

ENQUIRIES:

SCM – BUFFALO CITY METRO OFFICE
2ND FLOOR, IDEALS HOME BUILDING, OXFORD STREET, EAST LONDON

Contact Persons
(For specification-related enquiries)
Mr. F. Tukela
Tel: 076 922 3861

(For completion of bid document)
Mr S. Mlumbi
Tel: 072 983 7443

Fraud, Complaints & Tender Abuse Hotline
0800 701 701 (toll free number)

PART 1

STANDARD BIDDING FORMS, GENERAL CONDITIONS OF CONTRACT, CONDITIONS OF CONTRACT OTHER RELATED MATTERS

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PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	RFQ 26/27 - BCM – 0038	**CLOSING DATE:**	04 SEPTEMBER 2026	**CLOSING TIME:**	11H00
DESCRIPTION	**APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT BISHO CHILD AND YOUTH CARE CENTRE IN THE BUFFALO CITY METRO DISTRICT FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF TWO (2) MONTHS.**				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

170 IDEAL HOMES BUILDING, OXFORD STREET

EAST LONDON, 5200

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		**OR** CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES ☐	NO ☐
DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES ☐	NO ☐
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES ☐	NO ☐
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES ☐	NO ☐

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

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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 ONLINE**
1.3.	**BIDDERS, IF NOT REGISTERED, MUST PRIOR TO AWARD REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES**
1.4.	**WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.**
1.5.	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 CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

RFQ INVITATION

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT BISHO CHILD AND YOUTH CARE CENTRE IN THE BUFFALO CITY METRO DISTRICT FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF TWO (2) MONTHS

Tender documents will be available from 08H00 on 28 AUGUST 2026 from the offices of the Department of Social Development located in the office below at no cost. Documents can also be downloaded from the departmental website www.ecdsd.gov.za.

District Office/Metro	Address	Enquiries
BUFFALO CITY METRO	IDEALS HOME BUILDING, 170 OXFROD STREET EAST LONDON 5200	Mr S. Mlumbi,072 983 7443 Email siboniso.mlumbi@ecdsd.gov.za Mr F. Tukela,076 922 3861 Email fezile.tukela@ecdsd.gov.za

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing date, must be deposited in the bid box located in the addresses above not later than **11H00 on 04 SEPTEMBER 2026**.

A. BID EVALUATION

This bid will be evaluated in two (2) phases as stipulated in the bid document

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE APPLIED AS FOLLOWS:

Maximum points on price	-	**80 points**
Maximum points for Specific Goals	-	**20 points**
Maximum points	-	**100 points**

B. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications and other bid conditions and rules are detailed in the bid document.

The bid will be valid for a period of **60** days after the closing date.

C. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked **RFQ 26/27- BCM – 0038**: **APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT BISHO CHILD AND YOUTH CARE CENTRE IN THE BUFFALO CITY METRO DISTRICT FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF TWO (2) MONTHS.**

ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO THE CONTACTS AS PER THE TABLE ABOVE

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GENERAL CONDITIONS OF BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any supplier who has submitted a tender in response to this invitation to bid.

The word "Department" in these conditions shall mean the EASTERN CAPE DEPARTMENT OF SOCIAL DEVELOPMENT

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the manufacturer, for the due fulfilment of this contract, should it be requested in the Terms of Reference

4. GENERAL BID RULES

i) The bid document shall be completed and signed
ii) The Department of Social Development Supply Chain Management Policy will apply.
iii) The Department of Social Development does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
iv) Bids which are late, incomplete, unsigned will not be accepted
v) Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.
vi) The bid may be awarded to a single or multiple service provider/s.
vii) Penalty clauses will apply as per the Service Level Agreement and general conditions of the contract. Service providers may also be blacklisted if sub-standard performance is experienced in which the service provider may be barred from doing business with Government for a period not exceeding 10 (ten) years.

6. INSURANCE CLAIMS, ETC.

6.1. The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.
6.2. The service provider shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.
6.3. It is required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to The Department for scrutiny.
6.4. Failure to do so within 21 (twenty-one) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of **60** days from the closing date as stipulated in the Bid document.

8. PENALTY PROVISION

8.1 Should the successful Bidder:
[a] Withdraw the Bid during the afore-mentioned period of validity; or
[b] Advise the Department of his / her / their inability to fulfil the contract; or

[c] Fail or refuse to fulfil the contract; or

[d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Department may hold the bidder responsible for and is obligated to pay to the Department:

[a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.

[b] The difference between the original accepted Bid price (inclusive of escalation) and:

[i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or

[ii] A new Bid price (inclusive of escalation).

9. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

10. PRICE ESCALATION

No price escalation will be considered.

11. AUTHORITY TO SIGN BID DOCUMENTS

11.1. In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

11.2. In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.

11.3. In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

12. DURATION OF THE CONTRACT

12.1. The contract period is 2 months.

***13* NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER/S**

13.1 The Bid will be awarded to the bidder who scores the highest points, calculated based on the total price offered. However, the final terms of this bid may be subjected to negotiation with the identified preferred bidder, should a need arise

13.2 The Department may furthermore, from the recommended bidder negotiate for the variation of scope should it be necessary,

13. CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

The paragraph dealing with Spare parts (paragraph 14) is hereby withdrawn.

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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

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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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

1.7 A tendered must submit, together with its tender, a copy of CIPC Registration document. In the case of sole propriety, copy of the applicable legal registration documentation must be submitted.

1.8 The annexure detailing names of all directors and the percentage share in the enterprise must be completed and submitted together with this claim form.

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) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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,

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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 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)	Percentage owned
Gender (Women Ownership)	5		
No Franchise	2		
Disability	3		
Locality (Buffalo City Metro)	5		
Youth	2		
Military Veterans	3		
Total	20		

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

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and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....
.....
.....

ANNEXURE TO DSD 80/20 SBD 6.1 FORM

List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in Table 1.

	Name	Date/Position occupied in Enterprise	ID Number	Date that South African Citizenship was obtained	* HDI Status			% of business / enterprise owned
					No franchise prior to elections	Women	Disabled	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

*Indicate YES or NO

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution?

YES/NO

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

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

2.4 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

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2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ..., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

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I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

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CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of 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;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination
   - 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 goods and/or works 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:.....

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CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as .....
accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. .....

2. .....

DATE .....

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DETAILS OF TENDERERS NEAREST OFFICE

1. Physical address of tenderer:

2 Telephone No of nearest office: _____

3 Time period for which such office has been used by tenderer: _____

.....

SIGNATURE OF (ON BEHALF OF) TENDERER

.....

NAME IN CAPITALS

In the presence of:

1. .....

2. .....

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GENERAL CONDITIONS OF CONTRACT

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 provider's performance
22. Penalties
23. Termination for defaults
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

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 provider, 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 provider 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 the 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 provider 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 provider and not involving the provider'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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.

1.25 **"Written"** or **"in writing"** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution's website.

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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.

5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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 purchaser or an organization acting on behalf of the purchaser.

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 clause 8.2 & 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 provider.

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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

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. Packaging

9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

(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 provider of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
2) in the event of termination of production of the spare parts:
   a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   b) 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 provider 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 provider 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 provider, 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.

15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. **Payment**

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified

16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 provider.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. **Prices**

17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. **Increase/decrease of quantities**

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. **Contract amendments**

19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

20. **Assignment**

20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

21. **Subcontracts**

21.1 The provider 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 provider from any liability or obligation under the contract.

22. **Delays in the provider's performance**

22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As

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soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

22.5 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 provider'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 provider.

23. Penalties

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default

24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:

(a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping And Counter-Vailing Duties And Rights

25.1 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 provider to the purchaser or the purchaser may

deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. **Force Majeure**

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that hi delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination For Insolvency

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement Of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. **Limitation Of Liability**

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the provider 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 provider to pay penalties and / or damages to the purchaser; and

(b) the aggregate liability of the provider 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.

30. Governing Language

30.1 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.

31. Applicable Law

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

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider 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.

32.2 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.

33. TAXES AND DUTIES

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

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

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer Of Contracts

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

RESOLUTION FOR SIGNATORY

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms_____, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Contract No._____and any Contract which may arise there from on behalf of (Block Capitals) _____
_____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE:_____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1._____ SIGNATURE: _____

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IMPORTANT NOTICE: RESOLUTION TO SIGN

1. In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
2. In the event that a non- member / non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.
3. In the case of a joint venture or consortium, at least one director/ members of each of the parties need to sign the joint venture or consortium agreement.
4. Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

DECLARATION

I, THE UNDERSIGNED NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS ABOVE IS CORRECT.

I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

BID SPECIFICATION DOCUMENT

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT BISHO CHILD AND YOUTH CARE CENTRE IN THE BUFFALO CITY METRO DISTRICT FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT, EASTERN CAPE FOR A PERIOD OF TWO (2) MONTHS

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. In view of this the Department has established offices in Buffalo City Metro District where these services are rendered to the community. The Department therefore, must create a secure environment at offices to Departmental assets and to prevent any losses. Ensuring 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. 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 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) Two (2) years or more of which 6 months must be for experience in performing guarding and related duties in a similar institution **or** the minimum of One (1) of its directors to have a minimum of Five (5) years' experience at minimum level of operations manager in a security company, 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 minimum One (1) years' experience providing guarding and related services.

4. CONTRACT PERIOD

4.1. The above services are required for a period of two (2) months. The commencement date will be negotiated with the successful bidder.

5. SCOPE OF WORK

5.1 **Service Categories**

5.1.1 **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
   - Access control – Manual/Automated entrance gates.
   - Perimeter/On-site surveillance.
   - Personnel Security.
   - Property Security.

b) Search and Seizure
   - Detection and seizure of prohibited 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 (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

5.1.2 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.
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.

5.1.3 **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.

5.1.4 **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.

5.1.5 **Registers**

5.1.5.1. Security registers to be provided during the contract must comply with the mentioned specification per category.
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.

d) **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)	304 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 operational required keys during shift change, 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.

e) Visitors Registers

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

f) **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.

g) **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.

h) **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.

i) **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 pages)	256 numbered pages right and left corner

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

j) **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.

5.1.6 Security Control Centre

a) The bidder must ensure that an offsite, fully established, operational security control centre in the District of operation shall be able to be in radio contact with all security staff at the Site 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 24 hours a day for the period of this contract to provide support to all security officers deployed under this contract.

5.1.7 Patrol Services

a) Fully equipped, branded, roadworthy 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.

5.1.8 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. 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 or activities 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.

❖ **Minimum equipment required**

i. Dedicated, branded, roadworthy 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.

5.2 **Reaction Force**

Reaction force must be well equipped to:

a) Assist the guards on duty requesting assistance for any emergency within 10 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.
c) If these services are subcontracted a written agreement/MOU to the effect, must be submitted with the bid.

❖ **Minimum Equipment Required**

- Dedicated vehicle for rapid reaction.
- Flashlights.
- Protective gear.
- Radio communication with Shift Commander/control room.

5.3 **Guard Services**

a) Personnel Security
   i. These services relate to creation of a secure environment for personnel to operate within.
   ii. Patrolling of parameters at residences on the property.
b) Property Security
   i. Prevention of damage to the property at the center.
   ii. Identifying and investigating culprits when damage to property has occurred.
   iii. Prevention of theft of Government property.

5.4 **Communication and Reporting**

The successful bidder will be required to be available and in contact with the Service Office Manager and Security Manager with regards to the execution of the terms of reference set out in this bid document. The company must submit security site reports and payrolls monthly, which is to be attached to the monthly invoices. The monthly security site report must be signed off by the District Security Manager. 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.
- Immediate reporting of all breaches of security or attempts to conduct such to the Security Manager.

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 school report indicating promotion to Grade 11 or equivalent and must have completed and passed formal security training as required by PSIRA. Security officers to be deployed with 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.

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.

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.

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 are 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.

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 Two (2) sets of neat and clearly identifiable uniform from the Bidder, which uniform will include one (1) matching raincoat and overcoat for rainy and cold conditions respectively, per security officer.

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. SUB-CONTRACTING

9.1 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. LOCAL ECONOMIC DEVELOPMENT

10.1 Bidders must provide 50% of the security guards and other operational personnel from the municipality where the office(s) 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.

10.2 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.

11. DOCUMENTS TO BE SUBMITTED

11.1 . The following documents must be submitted together with the bid documents -:

11.1.1 Valid PSIRA Certificate for the Company and the director/s at the time of closure of the bid.

11.1.2 Valid letter of good standing from PSIRA at the time of closure of the bid.

11.1.3 Valid letter of good standing or applicable exemption certificate(s) issued from the National Bargaining Council for Private Security Sector (NBCPSS).

11.1.4 Proof of 2-year non-concurrent experience in the Security field for the bidder or proof of Five (5) years' experience at minimum operations manager level in managing a security service for minimum One (1) of the bidders Directors.

11.1.5 The successful bidder must submit:

a) A list of all personnel recruited for deployment and proof of their registration with PSIRA within fourteen (14) days of acceptance of this bid with their SAPS clearance certificates.

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 or equivalent certificates of all shift supervisors and Grade 10 school report indicating promotion to Grade 11 or equivalent 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 of the company within 14 days after award of the bid.

e) A Letter of good standing from the Department of Employment and Labour confirming that the Bidder is registered, at the date of closure of this bid, for COID for **companies operating.** A Tender Letter from Department of Employment and Labour for **companies not currently operating or never operated before** at the time of closure of this bid.

11.1.6 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.

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

a. Cover page with name of bidder;

b. ECBD forms;

c. Compliance documents;
d. Reference of previous operational experience;
e. Any other documents.

12. CONDITIONS OF THIS BID

12.1 The General Conditions of Contract issued by the National Treasury to provide services to government are applicable.

12.2 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.

12.3 The bidder must provide 24-hour services.

12.4 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.

12.5 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 in English.

12.6 Bidders must be registered with
a) COID as mentioned in 11.1.5(e) *supra*.
b) Unemployment Insurance Fund (UIF)
c) Unemployment Insurance Fund.
d) Private Security Sector Provident Fund

12.7 Completion of the bid documents including all annexures.

12.8 The bidder must establish communication linkage with the police and other emergency services.

12.9 The department reserves the right to require 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 within 7 days post award - annexure F).

12.10 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.

12.11 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.

12.12 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.

12.13 The successful bidder is encouraged to employ 50% of the security guards within the local municipality where the office 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 office. 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.

12.14 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.

12.15 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. PRICE

13.1 Price must be per grade per month (VAT inclusive) according to the schedule attached (Annexure D and E).

13.2 Price must include supervision of guards, administration costs and other overheads. (All cost to be clearly tabulated as indicated in Annexure D)

13.3 The Regional prices as per the specified salaries and benefits captured in National Bargaining Council for Private Security Sector Main Collective Agreement 2022 issued by Department of Labour will be used in the evaluation of this bid.

13.4 Pricing must be inclusive of VAT, where applicable. 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. Bidders must take note of the prescribed threshold for compulsory registration for VAT collection. The Department will not be liable for VAT payment which was not included in the original quotation.

14. PAYMENT

14.1 The successful bidder will be paid within 30 days of submission of an invoice.

14.2 The monthly invoice must indicate the month and year of the service.

14.3 Attached to the monthly invoice must be the monthly security site report by the service provider which is verified by the Service Office Manager/Center Manager and a copy of the payroll dated the same month of the invoice as proof that the bidder's employees have been paid. Failure to submit these two reports, the invoice for that month will not be paid.

14.4 The monthly invoice is to be submitted by the third working day of each month to the Service Office Manager for processing of the monthly invoice.

15. PENALTIES

15.1 The Department shall without prejudice to any of its rights be entitled to impose penalties on the service provider in the following circumstances:

15.1.1 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). Refer to item list as per annexure H.

15.1.2 In the event where a security officer is not on duty, posted late or found sleeping on duty annexure H (2) will be applicable.

15.1.3 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the Service Level Agreement.

16 FINANCIAL CAPACITY

16.1 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, uniform, provision of equipment and consumables. Please note that salaries and benefits of the employees must be equal to or in excess of the National Bargaining Council for Private Security Sector Main Collective Agreement issued by the Department of Employment and 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.

16.2 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.

17 ANNEXURE

17.1 Annexure A Equipment and vehicles available to perform work
17.2 Annexure B List of references.
17.3 Annexure C List of Office/Institutions and security Guards required.
17.4 Annexure D Pricing Schedule.
17.5 Annexure E Pricing breakdown / detail per guard
17.6 Annexure F Questionnaire for company screening.
17.7 Annexure G Local Economic Development.
17.8 Annexure H List of penalty items.
17.9 Annexure I Abbreviated CV.

Mrs N.V Sithole
Acting District Director: BCM
Date: 25/08/2026

18 EVALUATION

18.1 PRE-EVALUATION CRITERIA

18.1.1 Copy of signed agreement in the case of Joint Venture / Consortium in accordance with conditions stipulated in paragraph 20.1.

18.1.2 Completed and signed SBD4.

18.1.3 Letter of good standing from PSIRA valid at the time of closure of the Bid.

18.1.4 Valid PSIRA Certificate for the Company and the director/s at the time of closure of the bid.

18.1.5 Valid letter of good standing or applicable exemption certificate(s) issued from the National Bargaining Council for Private Security Sector (NBCPSS).

18.1.6 Completed and signed all annexures. Indicate "N/A" when information is not provided.

18.1.7 Direct Cost to company as prescribed by the Basic Conditions of Employment Act as contained in National Bargaining Council for Private Security Sector Main Collective Agreement dated 2022 as issued by the Department of Labour will be considered in evaluation.

18.1.8 Payment of guards (Salaries) shall not be less than the minimum wages 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.

18.1.9 Proof of a combined (non-concurrent) 2 year experience in the Security field on a contractual basis. Of which 6 months experience must be for services rendered in a similar insitution (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** Five (5) years experience at minimum operations manager level in a security company for minimum One (1) of the Bidders Directors (Letter(s) from company(s)/institution(s) confirming experience in managing security services.)

18.2 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.

MATRIX FOR EVALUATION

NO.	Criteria	Points
1.	**Price**	**80**
2.	**Specific Goals**	**20**
3.	**Specific Goal**	**NUMBER OF POINTS**
4.	▪ **Gender (women ownership)**	**5**
5.	▪ **No franchise (black ownership)**	**2**
6	▪ **Disability**	**3**
7	▪ **Locality (BCM)**	**5**
8	▪ **Youth**	**2**
9	▪ **Military Veterans**	**3**
	TOTAL POINTS FOR PRICE & SPECIFIC GOALS	**100**

- *In order to obtain preference points for specific goals, bidders must complete ECBD 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.*
  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.*
  c. *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 medical report confirming permanent disability must be submitted together with this bid.*
- *In order to be awarded points for being a military veteran, the bidder must submit a confirmation letter from the Department of Military Veterans.*

19 **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:

19.1 Bidders claiming preference points are required to complete and sign the Preference Points Claim Form (i.e. SBD6.1) in order to be considered for the allocation of preference points.

19.2 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.

19.3 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.

19.4 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.

19.5 Bids submitted through facsimile or e-mails will not be accepted.

19.6 No bids will be considered if submitted after closing time.

19.7 The department will not award a contract to a bidder whose tax affairs are not in order.

19.8 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. The Department will not award a bid to a bidder that is not registered on the CSD.

19.9 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.

20 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: -

20.1 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.

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

21 DISCLAIMER

21.1 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.

21.2 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).

MS D.J PHAMOTSE
ACTING DIRECTOR: SUPPLY CHAIN MANAGEMENT
DATE: 27/08/2026

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		
Computers	1		
Telephones	1		
Communication Facilities (i.e. email)	1		
Handheld Radios	9		
Torches	9		
Battons	9		
Hand Cuffs	9		
Pepperspray	9		
Handheld Metal Detectors	2		
Belly Scope	2		

2. VEHICLES

TYPE	CAPACITY	REG. NO.

Bidder's name_____

Sign: _____

Date: _____

Designation: _____

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: _____

ANNEXURE C: INSTITUTION AND NUMBER OF SECURITY GUARDS

Office	Description	No. of Guards		**Total No. of Guards**
		Day Shift	Night Shift	
Bisho Child and Youth Care Centre	Grade C	9	9	18
Total Number of Guards	**Grade C**	**9**	**9**	**18**
Totals of Deployment		**9**	**9**	**18**

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 Day shift (D)	Cost per guard per month Night Shift (E)	Total cost per month for all guards (F)	Total cost of all guards for (2) months (G)
Bisho Child and Youth Care Centre	Grade C	9	9	18	R	R	R	R .....
SUB TOTAL 1: **TOTAL DIRECT COST**					R	R	R	R .....

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.....
SUB TOTAL 3: **TOTAL COSTS PLUS MARK-UP AND OVERHEADS**	R.....
VAT @15%	R .....
GRAND TOTAL	R .....

Bidder's name: _____

Sign: _____

Date: _____

Designation: _____

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.

Item	Description	Grade C Price	
Costs included in the pricing per guard (Please specify)	1.Monthly Salary-Primary Sec Officer		
	2.Monthly Salary-Relief sec officer		
	3.Night shift allowance		
	4.Cleaning allowance		
	5.Full set of uniform		
	6.Sunday pay premium		
	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.Barganing council levy		
	6.PSIRA fee		
	7.Training(skills development levy)		
PRICE PER GUARD PER MONTH		Day Shift	R
		Night Shift	R
TOTAL PER MONTH		Day Shift X 9	R
		Night Shift X 9	R
TOTAL FOR 02 MONTHS		Day Shift X 9	R
		Night shift X 9	R
MARK – UP AND OVERHEADS IN RAND VALUE (NOT LESS THAN 10%)			
VALUE ADDED TAX (VAT)			
TOTAL BID PRICE FOR 02 MONTHS			

Bidder's name: _____

Sign: _____

Date: _____

Designation: _____

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.

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:

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:

Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

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 20_____

.....
SIGNATURE

WITNESSES

1. .....

2. .....

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 .....

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:

NAME OF MANUFUCTURER/SERVICE PROVIDER (e.g. Siyazama Co-orp)	**COMMODITY/SERVICE** (e.g. Uniform)	**LOCATION** (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

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 as required in terms of the SLA	Implementation of clause 15.1 relating to penalties.
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 (1st incident) Implementation of clause 15.1 relating to penalties and final written warning (2nd incident) Immediate termination of contract(3rd incident)
Non provision of standby security officers during industrial action by contractors' employees.	Implementation of clause 15.1 relating to penalties and written warning (1st incident) Implementation of clause 15.1 relating to penalties and final written warning (2nd incident) Immediate termination of contract(3rd incident)
Total withdrawal of security officers from site/camp/building for a period exceeding 12 hours	Immediate termination of contract
Under-payment of PSIRA rate, late Payment and Nonpayment of security officer salaries by security	Implementation of clause 15.1 relating to penalties and written warning (1st incident) Implementation of clause 15.1 relating to penalties and final written

service provider	warning (2nd incident) Immediate Termination of contract (3rd 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
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 (1st Occurrence) Termination of contract(2nd 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
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.

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)