dedect
Department:
Economic Developement, Environment
Conservation and Tourism
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

NWDC Building, Cnr. University
& provident Street, Mmabatho
Private Bag X15
MMABATHO, 2735

OFFICE OF THE
HEAD OF DEPARTMENT

ADVERTISEMENT

Dear Sir/Madam

DEDECT 03/2026: PROVISION OF A 24 HOURS PHYSICAL SECURITY SERVICES AT THE DEPARTMENT OF ECONOMIC DEVELOPMENT ENVIRONMENT CONSERVATION AND TOURISM (DEDECT) OFFICES AND BUILDINGS FOR A PERIOD OF THREE (03) YEARS.

TENDERER : _____

CSD Nr : MAAA **TCS PIN :** _____

YOU ARE HEREBY INVITED TO BID

RFB ISSUED	: 22 OCTOBER 2026	**RFB NUMBER**	: DEDECT 03/2026
CLOSING DATE	: 13 NOVEMBER 2026	**CLOSING TIME**	: 11:00

DEDECT 03/2026: PROVISION OF A 24 HOURS PHYSICAL SECURITY SERVICES AT THE DEPARTMENT OF ECONOMIC DEVELOPMENT ENVIRONMENT CONSERVATION AND TOURISM (DEDECT) OFFICES AND BUILDINGS FOR A PERIOD OF THREE (03) YEARS.

1. Kindly furnish the Department with a bid for services shown on the attached Terms of Reference (TOR).

2. The conditions contained in the General Conditions of Contract (GCC) ANNEXURE B, and the attached bid documents, as well as any other conditions accompanying this request, are applicable.

3. No late bid will be considered. Bids received after the closing date and time are late and will as a rule not be acceptable for consideration.

4. No telephonic, telegraphic, telex, facsimile, electronic or e-mailed bids will be considered.

5. **ACCESSING BIDDING DOCUMENTS:**

5.1 Bid documents will be available at the SCM office No 293, 2nd Floor Department of Economic Development, Environment, Conservation and Tourism on presentation of proof of deposit of the non-refundable fee of R300.00 per bidding document, weekdays (Monday to Friday) starting from 8:30 to 16:30 or download for free from https://etenders.gov.za or https://www.dedect.nwpg.gov.za

Bank Account	: ABSA
Account Name	: NW – Economic Development
Account Number	: 41-1181-1702
Branch Code	: 632005
Account Type	: CHEQUE

5.2 As far as possible the deposit slip/proof of payment must display Bid Number and Company/Entity Name.

6. The Department of Economic Development, Environment, Conservation and Tourism reserves the right to award any bid as a whole or in part and does not bind itself to award the lowest bidder or any bid.

7. BRIEFING SESSION:

No briefing session will be held

8. RETURNABLE DATE

Sealed bids must be deposited in a bid box situated at Department of Economic Development, Environment, Conservation and Tourism, Corner University Drive and Provident Street, Mmabatho on:

Closing Date : 13 November 2026
Closing Time : 11H00 AM

Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.

9. BID REQUIREMENTS

9.1 Administrative Requirements

Kindly receive the following bid documents for completion

9.1.1 SBD 1: Invitation to bid

9.1.2 SBD 3.3: Pricing schedule for professional services

9.1.3 SBD 4: Declaration of interest with certified copies of Identity Documents of the Main Shareholders/Directors of the company valid for 3 months

9.1.4 SBD 6.1: Preference points (Aligned with PPR 2022)

9.1.5 General Conditions of Contract (Initialise each page)

9.2 Important conditions to note

9.2.1 Bids will be evaluated on 80/20 or 90/10 Preference Point System.

9.2.2 Bids will be valid for a period of 120 days after closing date.

9.2.3 All bid prices must be quoted in South African Currency and must be VAT inclusive where applicable.

9.2.4 All the relevant forms attached to this bid document must be completed in full and signed in ink where applicable by a duly authorised person.

9.2.5 Bidders should also submit National Treasury Central Supplier Database (CSD) registration report.

9.2.6 Bidders should attach Company/Entity profile

10. THE FOLLOWING DOCUMENTS MUST BE ATTACHED FOR EVALUATION ON FUNCTIONALITY.

10.1 Qualification and CVs of key personnel who will be involved in the project

10.2 Certified copies of certificates for key personnel who will be involved in the project.

10.3 Company/Entity Signed letters of appointments and Service Level Agreements for both past and present contracts. Furthermore, for completed projects, close-out / reference letters indicating that a contract was successfully completed must be attached. All letters must be on the Clients letterhead and duly signed

10.4 Proof of capacity to respond to emergency incidents/situations

10.5 Stamped and signed Bank Rating Letter

11. THE FOLLOWING DOCUMENTS MUST BE ATTACHED FOR EVALUATION ON PRICE AND SPECIFIC GOALS POINTS 80/20 or 90/10.

11.1 Original valid BBBEE certificate issued by verification agency accredited by SANAS or its certified copy/signed and dated sworn affidavit authorized by the Commissioner of Oath.

11.2 In case of Joint Venture, a consolidated certificate is in line with requirements as stated in paragraph 11.1 above.

12. THE EVALUATION PROCESS WILL ENTAIL THE FOLLOWING STAGES:

12.1 Stage 1-Compulsory requirements

12.2 Stage 2- Evaluation of functionality

12.3 Stage 3- Evaluation on price and Specific Goals: 80/20 or 90/10

13. STAGE 1 (Compulsory requirements)

The following must be adhered to and failure to comply will result in bid not being considered for next stage of evaluation (Functionality Stage):

13.1 Proof of PSIRA registration certificate of the Company.

13.2 Letter of good standing from PSIRA not older than 1 month (1 month from the closure of the bid)

13.3 Proof of valid SAPS issued firearms licenses in the company's name, as follows:

13.3.1 Cluster A (Ngaka Modiri Molema District), a minimum of **8** licenses; Cluster B (Bojanala District) a minimum of **8** licenses; Cluster C (Dr Ruth Segomotsi Mompati District) a minimum of **11** licences; and Cluster D (Dr. Kenneth Kaunda District) a minimum of **7** licenses.

13.4 Proof of PSIRA Grade A/B certificate for directors; all members of close corporations; all partners if the applicant is a partnership; administrators; any person performing executive/management functions if the applicant is a sole proprietor.

13.5 Proof of Grade E/D/C/B (PSIRA) certificates for Security Guards.

13.6 Must have a letter of Good Standing with Compensation for Occupational Injuries and Diseases (COIDA)

13.7 Must provide proof of registration with Unemployment Insurance Fund.

13.8 Tactical Response for management of riot and protests. Please submit comprehensive operational plan

Bidders who do not possess any or all the above, will be eliminated.

14. STAGE 2 (Evaluation on functionality)

14.1 For purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to functionality criteria mentioned. A bidder that scores less than 70% in respect of functionality will be eliminated.

No.	Functionality Criteria	Weight	Scoring Guidelines	Value
1.	**The bidder has performed security guarding services continuous for maximum value of R30 million.** ***(Bidders are compelled to attach signed letters of appointments and Service Level Agreements for both past and present contracts. Furthermore, for completed projects, close-out / reference letters indicating that a contract was successfully completed must be attached. All letters must be on the Clients letterhead and duly signed).***	30	Reference letter of contract value of R30 million and above.	5
			Reference letter of contract value of R25 million and less than R30 million.	3
			Reference letter of contract value of R20 million and less than R25 million	2
			No reference letter	0
2.	**Key Staff (Management) – Continuous experience security guarding services with National Diploma in Security Management** **(Attach CV's and PSIRA membership all key staff.**	30	10 or more years of work experience in managing a company that renders security guarding.	5
			8-9 years of work experience in managing a	4

	Further indicate relevant experience, including references)		company that renders security guarding.	
			5 - 7 years of work experience in managing a company that renders security guarding.	3
			2 - 4 Years of work experience in managing a company that renders security guarding.	2
			Less than 2 years of work experience in managing a company that renders security guarding.	0
3.	**The Bidder should be able to have the capacity to respond to emergency incidents/situations by demonstrating its resources to respond to emergency situations. The following is**	25	- Bidder has provided all three (3) of the required criteria.	5
			- Bidder has provided only two (2) out three (3) of the	4

	required and proof must be attached: (i) A copy of a comprehensive contingency plan that addresses the turnaround plan for replacement of officers on site during emergencies, protest/action and other unforeseen incidents. (ii) At least three (3) licensed and company/bidder branded vehicles under name of the bidder or a signed lease agreement between the bidder and vehicles owner (iii) Valid ICASA licensed communication equipment, including base radio and two (2) way radio devices (Frequency Spectrum Licence or Radio Dealer Certificate) in bidder's name.		criteria.	
			- Bidder has provided only one (1) out of three (3) of the criteria	2
			- Bidder has not provided any information relevant to the criteria	0
4.	**Financial rating** Printed on the Bank's official letterhead and/or bank stamped.	15	Bank Rating A	5
			Bank Rating B	4
			Bank Rating C	3
			Bank Rating D	2
			Bank Rating E	1
			Non-submission.	0

			Submission of unsigned or unstamped.	
Total Score 70%				**100 with a minimum score of**
Bidders who do not achieve the minimum score of 70% will be eliminated.				

15. STAGE 3- EVALUATION ON 80/20 or 90/10: PRICE AND SPECIFIC GOALS

15.1 Only service providers that have attached original valid Broad-Based Black Economic Empowerment (BBBEE) certificate issued by verification agency accredited by SANAS or its certified copy /signed and dated sworn affidavit authorized by the Commissioner of Oath, will earn preferential points accordingly.

15.2 In case of Joint Venture, a consolidated certificate/Sworn affidavit in line with requirements as stated in paragraph 15.1 above must be provided

15.3 In terms of regulation 6 of the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20 or 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 or 90 points)
- Specific goals (maximum 20 or 10 points)

a) The following formula will be used to calculate the points for price: 80 or 90

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

b) A maximum of 20 or 10 points will be allocated to a bidder for attaining their maximum specific goals:

Specific goals for the tender and points claimed are indicated per table below

No.	**The specific goals allocated points in terms of this tender**	Number of points allocated (80/20 or 90/10 system) to be completed by the organ of state
1.	The promotion of enterprise owned by black people	5 or 5
2.	The promotion of enterprise owned by people who are women	6 or 2
	CSD will also be used to claim points of the categories above	
4.	**The promotion of enterprise located in a specific province for work to be done or service to be rendered in that province**	
	• North West Province	9 or 3
	• Other	0
	(Please submit original stamped proof of physical enterprise address/Utility bills)	

NB, bidders must indicate the points claimed for specific goals on submitted SBD 6.1 and submit a proof of the requirements mentioned on the table above. Failure to do so, they will forfeit the points for specific goals.

16. OTHER REASONS FOR ELIMINATIONS: -

16.1 Where applicable, bidders who fail to submit the following:

16.1.1 A copy of joint venture agreement signed by all parties.

16.1.2 Separate Tax Pin for each supplier joint venture.

16.1.3 Joint Banking Account details. In the absence of joint bank account, a written agreement between all the parties involved stipulating the designated bank account into which payment must be effected

16.2 Bidders who are not tax compliant during the stage of award after as per National Treasury Instruction Note no. 9 of 2017/18, paragraph 4.2 and 4.3

16.3 Bidder who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.

16.4 Bidders who received information not available to other bidders through fraudulent means.

16.5 Bidders who made false declarations on the Standard Bidding Documents or misrepresent facts.

16.6 Misrepresentation of information provided

16.7 Bidders who are listed on the National Treasury's Database of restricted suppliers

16.8 Bidders who are employed by the state

TERMS OF REFERENCE

Bid Number: DEDECT 03/2026

PROVISION OF A 24 HOURS PHYSICAL SECURITY SERVICES AT THE DEPARTMENT OF ECONOMIC DEVELOPMENT ENVIRONMENT CONSERVATION AND TOURISM (DEDECT) OFFICES AND BUILDINGS FOR A PERIOD OF THREE (03) YEARS

Head Office:

NWDC Building

Physical Address:

Cnr. University Drive & Provident Street
Mmabatho
2735

Technical Enquiries
Contact: Mr. OS Bogatsu
Email: osbogatsu@nwpg.gov.za

SCM and Bid Process Administration
Contact: Mr. A Mabogole
Email: amabogole@nwpg.gov.za

NATIONAL KEY POINTS (NKP) SPECIFICATIONS

17. SCOPE OF WORK

17.1 From the effective date of the agreement with the service provider, the service provider shall provide Department of Economic Development, Environment, Conservation and Tourism (DEDECT) with the required services and expertise as set out in the agreement.

17.2 The Services of a trained NKP security service provider are required by the department to perform duties at the Department offices and buildings. It is mandatory for a service provider to have an operating control room facility within a hundred (100) kilometer radius for each of DEDECT NKP sites at the contracting stage.

17.3 The security services shall be provided on the premises as follows:

17.3.1 Access and Egress control

17.3.2 Guarding and Patrolling of the premises

17.3.3 Protection of assets, personnel and the premises

17.3.4 Control room operations:

a) Monitoring of CCTV Cameras
b) Control room administration duties
c) Handling emergencies in the building
d) Conduct risk and threat assessments around the premises

17.3.5 Loss control- The control of equipment leaving and entering the premises

17.3.6 Ad hoc services outside this agreement will be delivered by the same Service Provider:

a) Special events at DEDECT sites and offices,
b) Guarding Outside Offices

17.3.7 DEDECT offices will require a 24/7-armed response.

The specific duties of security service provider in respect of the premises shall be as described in the Departmental Standard Operating Procedures (SOP's). The SOP setting out the specific duties of the

security service provider shall be complied with by the service provider at least a week before the Services commence. The said SOP- may be amended from time to time, with the agreement by both parties.

17.3.8 Guards at Departments are Grade C guards - NKP Trained guards are working at NKPs.

18. REGULATORY REQUIREMENTS

Bidders are to provide physical security services in line with the following legislation:

18.1 National Key Points Act 102 of 1980.

18.2 The Control of Access to Public Premises and Vehicle Act, 1985, Section 2, 3 and 4. The application of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51

18.3 Section 13 of the Constitution.

18.4 The Firearms Control Act 60 of 2000, section 10, 34, 90 and 106.

18.5 Private Security Industry Regulation Act 56 of 2001.

18.6 Protection of Information Act 84 of 1982.

18.7 Trespass Act 6 of 1959.

18.8 Occupational Health and Safety Act 85 of 1993; and Protection of assets.

18.9 Protection of assets.

18.10 Registration of Service Provider with SAPS Protection Services Regulator.

This policy is informed by and complies with the following applicable national legislation, national security policies, and national security standards:

18.11 Constitution of the Republic of South Africa, 1996;

18.12 Control of Access to Public Premises and Vehicles Act 53 of 1985;

18.13 Criminal Procedure Act 51 of 1977;

18.14 Trespass Act 6 of 1959;

18.15 Firearms Control Act 60 of 2000;

18.16 Occupational Health and Safety Act 85 of 1993;

18.17 Protection of Constitutional Democracy Against Terrorism and Related Activities Act 33 of 2004;

18.18 Public Finance Management Act 1 of 1999;

18.19 Public Service Act 103 of 1994;

18.20 Private Security Industry Regulations Act 56 of 2001;

18.21 Protection of Information Act 84 of 1982;

18.22 Protection of Personal Information Act 4 of 2013;

18.23 Protected Disclosures Act 26 of 2000;

18.24 National Strategic Intelligence Act 39 of 1994;

18.25 Electronic Communication and Transaction Act 25 of 2002;

18.26 Electronic Communications Security (Pty) Ltd Act 68 of 2002;

18.27 National Archives of South Africa Act 43 of 1966;

18.28 Labour Relations Act 66 of 1995;

18.29 Justice of the Peace and Commissioner of Oath Act 16 of 1963;

18.30 Promotion of Access to Information Act 2 of 2000;

18.31 Safety at Sports and Recreational Events Act 2 of 2010;

18.32 Disaster Management Act 57 of 2002;

18.33 Regulation of Interception of Communication and Provisions of Communication-related Information Act 70 of 2002 and National Building Regulations and Building Standards Act 103 of 1977.

18.34 Minimum Information Security Standards (MISS), 1996;

18.35 Minimum Physical Security Standards (MPSS), 2009;

18.36 National Vetting Strategy for South Africa, 2006;

18.37 SACSA/090/1/ (4) Communication Security in the RSA; and

18.38 ICT Policy and Standards: Part 1 & 2 (SSA).

18.39 National Main Agreement - Bargaining Council for Private Security Sector

18.40 South African Revenue Service (SARS) Compliant

19. PERSONNEL REQUIREMENTS FOR PHYSICAL SECURITY

The scope of services shall include without limitation the following:

19.1 Provide the total number security officers as per Annexure A below, excluding the relievers.

19.2 The service providers must provide the relievers on as and when required to guarantee the requirements and all relievers must be properly vetted in time.

19.3 All security officers shall be trained and acknowledgeable about DEDECT procedures, protocol, and Standard Operating Procedures (SOPs). In addition, the graded will be responsible for the following:

19.3.1 Grade B security officers who will operate as shift supervisors

19.3.2 Grade C security officers as per the NKP Act and patrol inside and outside the premises, including the main security control centers, entry and exit points.

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OFFICE OF THE
HEAD OF DEPARTMENT

Enq: Judith Molokele
Tel: 018 388 5823
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ANNEXURE A

1. <u>DETAILED SITES PER CLUSTER</u> (DISTRICT)

1.1 DEDECT 03/2026 – CLUSTER A: NGAKA MODIRI MOLEMA DISTRICT & HEAD OFFICE

Bid Number	Cluster	Local Municipality	Site & Address	Number of Guards per shift and their grades.		Total Security Officers
				Day shift	Night shift	
DEDECT 03/2026	Ngaka Modiri Molema & Head Office	Mafikeng	NWDC BUILDING-DEVELOPMENT HOUSE Cnr UNIVERSITY DRIVE &	**2 Armed & 15 Unarmed Officers Grade C (12 Hour Shift) Break Down**	**2 Armed & 6 Unarmed Officers (12 Hour Shift)**	S/O 25

			PROVIDENT STREET, MMABATHO, 2735	**1. Reception Area = 3 Security Officers** **2. Human Settlement=4 S/O** **3. Floors 1st & 2nd = 4 S/O** **4. Main Gate= 4 S/O** **5. GG Cars = 2 S/O**	**1.Reception Area = 2 Security Officers** **2. Human Settlement=2 S/O** **3. Main Gate= 4**	
	Ngaka Modiri	Mafikeng	LETLAMORENG DAM	1 Armed &1 Unarmed Officer	1 Armed & 1 Unarmed Officer	4 S/O

	Molema & Head Office		N18 VRYBURG ROAD, ROAD MAHIKENG	Grade C (12 Hour Shift)	Grade C (12 Hour Shift)	
	Ngaka Modiri Molema & Head Office	Mafikeng	1ST STREET INDUSTRIAL SITE MAFIKENG	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	4 S/O
	Old Mutual Building	Mafikeng	CORNER PROVIDENT AND BATLHAPING STREET	2 Armed & 6 Unarmed Grade C (12 Hour Shift)	2 Armed & 6 Unarmed Grade C (12 Hour Shift)	16 S/O
TOTAL	**Supervision for Cluster A**			2 Armed Grade B Supervisor	1 Armed Grade B Supervisor	3 Armed Supervisors
						49 Officers & 3 Supervisors = 52 for the entire cluster.

NB, Bidders are allowed to bid for one or all clusters, however bid will be awarded to one bidder per cluster,

therefore no bidder will be awarded more than one cluster or multiple clusters.

1.2 DEDECT 03/2026 – CLUSTER B: BOJANALA PLATINUM DISTRICT

Bid Number	Cluster	Local Municipality	Site & Address	Number of Guards per shift and their grades.		Total Security Officers
				Day shift	Night shift	
DEDECT 03/2026	Bojanala	Madibeng	65 PIENAAR STREET BRITS	1 Armed & 2 Unarmed Grade C (12 Hour Shift)	1 Armed & 2 Unarmed Grade C (12 Hour Shift)	6 S/O
	Bojanala	Moses Kotane LM	PILANESBERG Education Centre	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	4 S/O
	Bojanala	Madibeng	NO. 56 MARAITZ STREET HAARTEBEESPOORT DAM	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	NONE	2 S/O

	Bojanala	Swartruggens	NO 13 JAN VAN REEBECK STREET, SWARTRUGGENS, 2835	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	4 S/O
	Bojanala	Rustenburg	NO. 169 LAND BANK BUILDING FATIMA BHAYAT STREET RUSTENBURG, 0300	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	4 S/O
	Bojanala	Rustenburg	NO. 80 KERK STREET RUSTENBURG, 0300	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	4 S/O
	Supervision for Cluster B			2 Armed Grade B Supervisors	1 Armed Grade B Supervisor	3 Armed Supervisors

TOTAL		**24 S/O & 3 Supervisors 27 for the entire Cluster**

NB, Bidders are allowed to bid for one or all clusters, however bid will be awarded to one bidder per cluster, therefore no bidder will be awarded more than one cluster or multiple clusters.

1.3 DEDECT 03/2026 – CLUSTER C: DR RUTH SEGOMOTSI MOMPATI DISTRICT

Bid Number	**Cluster**	**Local Municipality**	**Site & Address**	**Number of Guards per shift and their grades.**		**Total Security Officers**
				Day shift	**Night shift**	
DEDECT 03/2026	Dr. R.S Mompati	Taung	TAUNG SKULL FOSSEL SITE BUXTON VILLAGE TAUNG **THOMENG**	1 Unarmed 1 Armed Grade C (12 Hour Shift)	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	4 S/O

	Dr. R.S Mompati	Taung	TAUNG SKULL FOSSEL SITE BUXTON VILLAGE TAUNG **BLUE POOL, TAUNG**	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	4 S/O
	Dr. R.S Mompati	Taung	TAUNG SKULL FOSSEL SITE BUXTON VILLAGE TAUNG **MUSEUM TAUNG**	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	4 S/O
	Dr. R.S Mompati	Taung	TAUNG SKULL FOSSEL SITE BUXTON VILLAGE TAUNG **SKULL MAIN GATE**	2 Armed Grade C (12 Hour Shift)	2 Armed Grade (12 Hour Shift)	4 S/O
	Dr. R.S Mompati	Taung	TAUNG SKULL FOSSEL SITE BUXTON VILLAGE TAUNG	1 Unarmed 1 Armed Grade C (12 Hour Shift)	1 Unarmed 1 Armed Grade (12 Hour Shift)	4 S/O

			RESTAURANT			
	Dr. R.S Mompati	Vryburg	MINI - GARONA BUILDING	1 Unarmed & 1 Armed Grade C (12 Hour Shift)	1 Unarmed & 1 Armed Grade (12 Hour Shift)	4 S/O
	Dr. R.S Mompati	Taung	TAUNG SKULL FOSSEL SITE BUXTON VILLAGE TAUNG **STONE COTTAGE HOUSE**	1 Unarmed Grade (12 Hour Shift) 1 Armed Grade C (12 Hour Shift)	1 Unarmed Grade C (12 Hour Shift) 1 Armed Grade (12 Hour shift	4 S/O
	Dr. R.S Mompati	Taung	TAUNG SKULL FOSSEL SITE BUXTON VILLAGE TAUNG **POWERHOUSE**	1 Unarmed and 1-armed Grade C (12 Hour Shift)	1 Unarmed Grade C (12 Hour Shift) 1 Armed Grade	4 S/O

	Supervision for Cluster C	2 Armed Grade B Supervisors	1 Armed Grade B Supervisor	3 Armed Supervisors
TOTAL				**32 S/O & 3 Supervisors 35 for the entire Cluster**

NB, Bidders are allowed to bid for one or all clusters, however bid will be awarded to one bidder per cluster, therefore no bidder will be awarded more than one cluster or multiple clusters.

1.4 DEDECT 03/2026 – CLUSTER D: DR KENNETH KAUNDA DISTRICT

Bid Number	**Cluster**	**Local Municipality**	**Site & Address**	**Number of Guards per shift and their grades.**		**Total Security Officers**
				Day shift	**Night shift**	
DEDECT 03/2026	Dr. Kenneth Kaunda	Klerksdorp	ORKNEY HOTEL SCHOOL	1 Unarmed & 1 Armed Grade C (12 Hour Shift)	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	4 S/O

	Dr. Kenneth Kaunda	Klerksdorp	DENGO MEDICAL CENTER (JADE SQUARE) KLERKSDORP	2 Armed & 2 Unarmed Grade C (12 Hour Shift)	NONE	4 S/O
	Dr. Kenneth Kaunda	Maquassi Hills	NO 4 VIVIER STRAAT WOLMARANSTAD	1 Unarmed Grade C (12 Hour Shift)	1 Armed Grade C (12 Hour Shift)	2 S/O
	Dr. Kenneth Kaunda	Potchefstroom	VREDEFORT DOME VENTERSKROON	1 Armed & 1 Unarme Grade C (12 Hour Shift)	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	4 S/O
		Potchefstroom	Information Centre/Admin Block	1 Armed & 1 Unarme Grade C (12 Hour Shift)	1 Armed & 1 Unarmed Grade C (12 Hour Shift)	4 S/O
	Supervision for Cluster D			2 Armed Grade B Supervisors	1 Armed Grade B Supervisor	3 Armed Supervisors

TOTAL		**18 S/O & 3 Supervisors 21 for the entire Cluster**

NB, Bidders are allowed to bid for one or all clusters, however bid will be awarded to one bidder per cluster, therefore no bidder will be awarded more than one cluster or multiple clusters.

20. PERSONNEL REQUIREMENTS FOR EMERGENCIES

20.1 The appointed service provider will be required to provide security personnel for emergencies like demonstrations and riots on an as-and-when-required basis on the same terms.

20.2 Establish emergency response plans, including lockdown procedures, evacuation protocols, and first-aid measures.

20.3 Security teams are required to have fire extinguishers, first aid kits, and communication devices. Monthly emergency simulation drills to be conducted/led by government institutions with support from security officers. Fire extinguishers and first aid kits are provided by the government institution. Service providers must ensure that security officers who are placed on-site are trained in first aid and firefighting.

20.4 Monthly emergency simulation drills must be conducted.

21. EXPECTED DELIVERABLES

Provide a security management function at the premises which will include access, parameter control at premises and escorting of personnel and/or members of the public as and when required, and general crime prevention measures as instructed from time to time. This service will include the management of all security systems installed by DEDECT, as well as the execution of DEDECT's security policies and procedures.

21.1 CHARGES AND SETTLEMENT OF ACCOUNTS

21.1.1 The fees payable by the department to the service provider for the security services rendered in terms of this agreement shall not be less than in accordance with the statutory wages prescribed by the relevant Act.

21.1.2 The prices should be based on the latest PSIRA published rates.

21.1.3 The service provider shall, on or before the end of each calendar month submit an invoice to DEDECT, to be certified by both the service provider and DEDECT official as correct, specifying the services rendered during that current month and detailing the amount due and payable to the

service provider. Value added tax shall be shown separately on each invoice for all vat-able items.

21.1.4 Payment for the security services shall be made by DEDECT to the service provider within thirty (30) days after the receipt of valid invoice.

21.1.5 Should there be any error in the invoiced amount that shall be corrected on the following monthly invoice submitted by the service provider.

21.1.6 The service provider shall at or before the end of the month submit a statement to DEDECT in respect of services rendered in that current month in terms of this agreement.

21.1.7 DEDECT will be credited with the amount equal to the services not received during the month of the statement.

21.1.8 At least two (2) calendar months prior to a statutory rate increase, the parties shall meet in an effort to agree upon the price in respect of the provision of security services by the service provider for the subsequent 12 months.

22. ACCESS TO PREMISES

22.1 Subject to the department's security measures, DEDECT shall grant the service provider and its employee's access at all reasonable times to the premises so that they may carry out their duties in terms of the contract.

22.2 The service provider shall ensure that its employees are fully aware of DEDECT's security measures and regulations and that they shall subject themselves to such rules and regulations, including searches.

22.3 DEDECT shall provide the service provider with all the necessary keys and access facilities, free of charge, so that the relevant workers may execute their duties in those areas of the building where they have to carry out their function in terms of the contract.

22.4 DEDECT's Key Points as well.

22.5 Standard Operational Procedures concerning Access (should be in line with SAPS SOP)

23. GENERAL PATROLS AND FUNCTIONS OF THE SERVICE PROVIDER

23.1 The Service Provider must execute the following:

23.1.1 Ensure security officers on foot conduct patrols as per control monitoring equipment on site. Security shall conduct patrols as per DEDECT's Standard Operation Procedures. These patrols shall be required every day from Monday to Friday between 18:00 and 06:00, and over weekends and public holidays.

23.1.2 Control and supervise all personnel on duty.

23.1.3 Ensure that personnel are deployed at required sites on time and in correct attire or uniform.

23.1.4 Report any emergencies and possible illegal activities that could arise to DEDECT's Control room with immediate effect.

23.1.5 Provide particular attention to all boundaries and possible approach and/or escape routes which may be used by undesirable persons.

23.1.6 Ensure security officers are in possession of their identity certificate or permit and necessary equipment at all times in order to perform their duties as required.

23.1.7 Ensure that all security officers used in these patrols are trained in the proper use of handheld two-way radio sets.

23.1.8 Ensure that all security officers always are capable of conveying salient details of incidents or reporting such incidents.

23.1.9 Propose recommendations to DEDECT with the possible improvements or preventative measures relating to security issues relevant to a site.

23.1.10 Ensure a supervisor is always on duty and available.

23.1.11 Ensure that an up-to-date security officers' attendance register is maintained.

23.1.12 The guards must wear uniform all the time including weekends.

24. GENERAL CONTROL ROOM DUTIES

24.1 Bidder shall ensure that:

24.1.1 Security officers shall manage telephone exchange outside office hours.

24.1.2 Security officers shall monitor all alarms including fire alarms etc.

24.1.3 Security officers shall monitor CCTV surveillance system.

24.1.4 Security officers shall perform all other duties as per Standard Operating Procedures of DEDECT

24.1.5 The Control room should also be in line with the MPSS

25. GENERAL ACCESS DUTIES

25.1 Security officers shall manage front door and rear door access points as per Standard Operating Procedures.

25.2 Security officers shall monitor and control all gates and access points of the building as per Standard Operating Procedures.

25.3 It should be in line with SAPS SOP.

26. ADDITIONAL REQUIREMENTS

26.1 The service provider must provide his own occurrence books and any other registers and stationery required to perform their duty, which will subsequently be DEDECT's property.

26.2 Contingency plan will be guided by the department and will be executed by the service provider during emergencies.

26.3 Additional Security Officers may be required on an ad-hoc basis. A fixed rate per hour must be quoted for (Casual guarding).

26.4 The service provider will provide management structure for the site.

26.5 Rates quoted for equipment shall be calculated on twenty-four (24) hour shifts, except for equipment utilized in patrols.

26.6 Rates quoted for security personnel shall be calculated on twelve (12) hour shifts.

26.7 A minimum quoted in one (1) of baton, set of handcuffs, 9 mm Pistols, Shotgun, action, two-way Radio, Base radio, Active patrol system are required per site.

26.8 Charge-out tariffs shall be reviewed annually and agreed increases shall become effective from 1 March each year.

26.9 It is a specific requirement for this site that the switchboard and reception will be manned by the service provider after hours on week days (17H00 PM-08H00 AM, weekends and public holidays.

26.10 Batons, pepper spray, bulletproof, hand cuffs should be guard specific - not one per site

26.11 At least have a set in the control room and then also at access points and with the patrol guard

27. ROVING PATROLS

27.1 To increase the effectiveness of security personnel, the service provider may be requested to provide roving patrols. These patrols shall be required to randomly patrol the area, supervise all posted security personnel, carry out irregular inspections of security personnel and provide quick assistance to security personnel when incidents occur.

27.2 This service shall be carried out in such a manner to ensure the effectiveness in maintaining alertness of security personnel and prevention of theft.

27.3When the service of additional security personnel are urgently required, the service provider shall provide the additional services at the same rates quoted for, within a time agreed upon between DEDECT and the service provider but not later than twenty-four (24) hours after the request has been received.

27.4The additional services shall be provided for a period as agreed upon by both parties.

27.5The service provider shall monitor operational CCTV camera images.

27.6 The service provider shall ensure Control room administration and communicate with internal departmental functionaries.

27.7 The Service Provider will be expected to enter into a Service Level Agreement with DEDECT over and above contractual agreement. All personnel to be deployed to site are expected to sign non-disclosure agreements.

28. OFFICE SITE TECHNICAL SPECIFICATIONS

The Security Services technical specification outlines the implementation of security measures, including equipment, personnel training, and operational procedures.

28.1 **Service provider Compliance & Standards**

28.1.1 The security services require compliance with ISO 18788, which governs security operations management.

28.1.2 Compliance with the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001) and Regulations of 2002.

28.1.3 Control of Access to Public Premises and Vehicles Act, 1985 (Act No.53 of 1985).

28.1.4 Occupational Health and Safety Act, 1993 (Act 85 of 1993).

28.1.5 Hazardous Substances Act (Act 15 of 1973).

28.1.6 Internal Security Policies and Procedures.

28.1.7 Minimum Physical Security Standards (MPSS).

28.1.8 The service provider must provide audited financial statements, proof of company registration, and compliance with COIDA and UIF

28.1.9 National Bargaining Council for Private Security Sector (NBCPSS): Main and Levies Collective Agreement

28.1.10 Control of Access to Public Service and Vehicles Act 53 of 1985

28.1.11 National Main Agreement - Bargaining Council for the Private Security Sector

28.1.12 Minimum Information Security Standard (MISS)

28.1.13 Firearm Control Act

28.1.14 Protection of Personal Information Act (POPIA)

28.1.15 South African Revenue Services (SARS) Compliant

28.1.16 Labour Relations Act

28.1.17 Protection of Information Act 84 of 1982

29. Insurance and Liability

29.1The Public liability insurance.

29.2 Fidelity guarantee insurance (for theft/loss involving personnel).

29.3 Proof of Workmen's Compensation registration

29.4 Unemployment Insurance Fund

29.5 Provident fund for Private Securities

29.6 NBCPSS Health Insurance

29.7 Compliance with the Pension Fund for Security Officers (PSSPF)

30. Operational Requirements

The services will be rendered on 24 hours a day for 365/6 days of the year, and will include, but not be limited to the following:

30.1 Physical guarding of the specified site(s).

30.2 Patrolling along the exterior of the perimeter of the facility, as well as within the facility

30.3 Routine patrols supported by an active guard verification point system.

30.4 Proper access and egress control.

30.5 Site CCTV control room operations (where applicable).

30.6 Appropriate radio communication between guards and the control room.

30.7 Completion of Occurrence Book

30.8 Monthly incident and statistical reports.

30.9 Electric fence monitoring (where applicable).

30.10 Locking and unlocking access doors to the buildings and gates.

30.11 Switching off corridor lights in the evening during the locking period of the buildings (where required).

30.12 Performance of security-related Ad hoc duties as and when required.

31. Security Personnel Requirements and Standards

31.1 Provision: It is the responsibility of the service provider to ensure that the security staff deployed on sites always comply with the following requirements:

31.1.1 All security officers must be registered with the Private Security Industry Regulatory Authority (PSIRA-certified in South Africa) and possess valid PSIRA training certificates for the function that they are appointed for. They should also be registered with NBCPSS and PSSPF upon commencing employment.

31.1.2 Uniform and identification requirements. (PSIRA Regulation 13) and main agreement Clause 22

31.1.3 Deployment should follow a ratio of 1 officer per 10,000 sqm for asset protection.

31.1.4 Personnel must undergo thorough background checks, receive adequate training in security protocols, and have security clearance certificates issued by SAPS.

31.1.5 Firearm Training: Optional but required for roles involving armed response, including firearm competency certification and a valid firearm license from SAPS (and Proof of Regulation 21 annual shooting practice).

31.2 **Minimum requirements of security staff:**

31.2.1 Minimum qualifications include Grade 10 and South African citizenship

31.2.2 Minimum of 2 years' experience in security services

31.2.3 These qualifications ensure that security personnel are well-prepared to protect government premises and personnel while adhering to legal and operational standards.

31.2.4 Health and fitness standards.

31.2.5 Reading and writing

31.2.6 Language proficiency

31.2.7 Communication skills

31.3 **Security officer (Grade B)**

31.3.1 Security Officer must be trained to at least Grade 10.

31.3.2 Minimum of 2 years' experience at Grade C level and 3 years' experience on Grade D level.

31.3.3 Security Officer must always be capable of leading/controlling/supervising their subordinates.

31.3.4 Security Officer must be able to speak, read, and write fluently in English and Local Language.

31.3.5 Security Officer must have a suitable record clearance issued by the South African Police Service.

31.3.6 Security Officer must be registered with the Private Security Industry Regulatory Authority (PSIRA).

31.3.7 Security Officer must have job experience of the Control of Access to Public Premises and Vehicles Act 53 of 1985, Firearms Control Act 60 of 2000, and Criminal Procedure Act 51 of 1977 as amended in relation to their duties.

31.4 **Security officers (Grade C)**

31.4.1 Security Officers must have at least have grade 10 basic education.

31.4.2 Security Officers must have at least 2 years' experience at the Grade C/ D level.

31.4.3 Security Officers must be able to speak, read and write in English and Local Language.

31.4.4 Security Offices must be registered with the Private Security Industry Regulatory Authority (PSIRA).

31.4.5 Security Officer must have a suitable record clearance issued by South African Police Service.

31.4.6 Security Officer must have work experience of the Control of Access to Public Premises and Vehicles Act 53 of 1985, Firearms Control Act 60 of 2000 and Criminal Procedure Act 51 of 1977 as amended in relation to their duties.

31.5 **Supervisors and Security Officers**

31.5.1 Security Officers must have passed formal security training, as laid down by the Private Security Industry Registration Authority (PSIRA), and shall ensure that the necessary standards are maintained.

31.5.2 At all times Security Officers must present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat, drink and use a cellular phone whilst attending to clients.

31.5.3 Security Officers must always present a dedicated attitude/approach towards security, which shall imply, inter alia, that there shall be no arguments with staff/visitors or discourteous behaviour displayed.

31.5.4 Security Officers must be physically, mentally healthy, and medically fit for the execution of their duties.

31.5.5 Security Officers must be registered as Security Officers, as required by the Private Security Industry Regulatory Authority (PSIRA) Act 56 of 2001.

31.5.6 Security Officers must sign an undertaking in which they declare that they will refrain from any action that might be to the detriment of the Department.

31.5.7 Security Officers are prohibited from reading office documents, rummaging through records, and utilising computer equipment.

31.5.8 Security Officers may not furnish a member of the public with information concerning the department's activities without the written authorisation of the Head of Department.

31.5.9 Security Officers shall be required to undergo security screening conducted by the State Security Agency and sign confidentiality agreements.

31.5.10 Security Officers must not have unprofessional relations with staff and other service providers on site.

31.6 **Control Room**

31.6.1 The successful bidder (Service provider) must have a functional 24-hour control room in the Local Area, if it is not in the Local Area, the bidder must provide a letter of intention to establish a functional control room within two months of appointment in cluster (District) awarded for.

31.6.2 A site inspection of the shortlisted shall be conducted to assess the bidder's operations centre to ascertain 24-hour functionality. A basic representation of the service provider and office walkthrough, existence of employees as per the provided company profile, company fleet, uniform, and identification, occurrence book and or similar electronic system used to log incidents, 24-hour shift register for the control room, and radio functionality.

31.7 **Personnel**

31.7.1 Without limitation to the matters indicated below, the security personnel deployed premises must:

31.7.1.1 Be a South African citizen not younger than 18 years of age;

31.7.1.2 Be presentable and in a clean uniform with a name tag while on duty;

31.7.1.3 Be physically healthy and medically fit for the execution of their duties. Sick security personnel must not be allowed to come on-site and be replaced;

31.7.1.4 Have no criminal record; The SSP must have relivers readily available in this instance.

31.7.1.5 Be able to speak, read, and write in English;

31.7.1.6 At all times, present and promote a friendly and courteous attitude towards our stakeholders; and

31.7.1.7 Keep their working areas clean, hygienic, and neat.

31.7.1.8 Not interfere with the duties of the control room operator.

31.7.1.9 Not interfere with the normal duties of the staff.

31.7.1.10 Be at their designated areas/stations at all times.

31.7.1.11 Do not sleep while on duty.

31.7.1.12 No security person will be allowed to work more than 12 consecutive hours. Only the department can declare an emergency and authorize the service provider to hold their security personnel beyond the 12-hour requirement. Nor shall any security guard report for duty with less than 12 hours rest from having worked a previous shift, unless such reporting is necessitated by an emergency. The regulated overtime hours per the Main Collective Agreement are 3 hours a day.

32. Security Procedures & Protocols

32.1 Access control procedures (visitor logs, staff ID checks).

32.2 Incident reporting and escalation process.

32.3 Emergency response protocols (fire, theft, assault, medical emergency).

32.4 Lockdown and evacuation plans.

32.5 Patrol frequency and routes.

32.6 Control of state assets (vehicles and other mobile assets)

32.7 The security must use the GPS-enabled tracking devices for patrol routes and must report via radio communication every 30 minutes, and the alarm

response time should not exceed 5 minutes. The timelines should be in line with the service level agreement.

32.8 Alarm system needs to be installed, monitored, and maintained to detect and respond to any unauthorized access or security breaches

32.9 The service provider shall ensure that all incidents are communicated in real-time through radio communication to the designated control point for prompt action and recording."

33. Surveillance & Monitoring

33.1 Security Monitoring will be performed where surveillance is installed by the government (Installation will not be included in this specification).

34. Equipment and Tools

34.1 The successful bidder must ensure that all security personnel have the following equipment and utilities during the execution of their duties, at their own costs: (No deductions from security officers allowed)

34.2 Self-Defence Tools: Security personnel must be equipped with standard tools such as batons, pepper spray, handcuffs, torches, shockers, handheld metal detectors, flashlights, etc to effectively perform their duties. Uniforms and PPE: Ensure visibility, authority, and safety in hazardous environments.

34.3 Communication & Reporting tools

34.4 Provide non-lethal means to manage security risks.

34.5 Radios/communication devices.

34.6 Surveillance equipment (CCTV systems, body cameras).

34.7 Firearms (if applicable) and their safe storage.

34.8 Patrol vehicles (if mobile patrol is included)

34.9 Uniform and other tools of trade to be provided free of charge (two sets of new uniform and a pair of shoes upon commencement)

34.10 Security Equipment and Utilities

34.11 Portable handheld two (2) way radios (to be programmed to service provider's frequency) = Equivalent to the number of security guards on site

34.12 Handheld metal detector= x 2 per site

34.13 Rechargeable Torches= (LED light 3hr torch emergency) x 2 per site

34.14 Batons= Equivalent to the number of security guards on site.

34.15 Pocket books= Equivalent to the number of security guards on site

34.16 Handcuffs= Equivalent to the number of security guards on site

34.17 One (1) serviceable smart cell phone with airtime and data that caters to a WhatsApp per site = minimum 20-megapixel camera

34.18 Fully installed patrol point system at Patrol points= the system must have the capacity to generate daily and monthly user-friendly analysis reports

34.19 Occurrence Book= must be provided for the duration of the contract

34.20 Pepper Gel Spray (SABS Approved) = Equivalent to the number of security guards on site

34.21 First aid kit for security guards per site

34.22 Bargaining Council Main Agreement - All equipment required by a security officer must be provided free of charge to an employed security officer by the business - no deductions allowed for equipment required

N.B. Security aids must always be functional

35. Emergency Preparedness

35.1 Establish emergency response plans, including lockdown procedures, evacuation protocols, and first-aid measures.

35.2 Security teams are required to have fire extinguishers, first aid kits, and communication devices. Monthly emergency simulation drills to be conducted/led by department with support from security officers. Fire extinguishers and first aid kits are provided by the department. Service providers must ensure that security officers who are placed on-site are trained in first aid and firefighting.

35.3 Monthly emergency simulation drills must be conducted.

36. Documentation and Record Keeping

36.1 **Registers to be utilized and maintained**

36.1.1 These registers will be kept at the Department for record purposes relating to any enquiries and or investigations. The service provider must ensure that the Occurrence Register and Access Control Register/Forms, which are available on the site, is utilized and maintained as required:

36.1.2 Occurrence Book- The purpose of this register is to keep a record of all incidents, occurrences, or observations made by the Security Officers whilst on duty for later reference.

36.1.3 Compulsory Entries: All listed routine procedures such as patrols undertaken, handing over of shifts, etc., and the procedures followed, by whom, and the time of commencement. These entries must all be made clearly legible, in black ink.

36.1.4 All occurrences/events, however important, slight or unusual, with reference to the correct time and relevant actions taken must be noted in a clearly legible black ink.

36.1.5 All security personnel activities, especially deviations in respect of the duty list, indicating particulars of the personnel and relevant times.

36.1.6 The issue and/or receipt of keys, indicating the time and by whom they were received and delivered.

36.1.7 The unlocking/locking of doors/gates, indicating the time and by whom they were locked/ unlocked.

36.1.8 The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.

36.1.9 Occurrence book read: After handing-over of the shifts, the person who has come on shift must make an entry that he/she has read the occurrence register in order to acquaint himself/ herself with events that occurred during the previous shift.

36.1.10 All shifts by: Supervisor's and Management: These entries must be done in legible red ink. Officials of the Department shall pass on in writing all additional requests in respect of the rendering of the service.

36.1.11 Under no circumstances may an entry in the occurrence register be erased, painted out with correction fluid, or totally deleted. It shall only be crossed out by a single line and initialled at the side.

36.1.12 Shift Rosters/Timesheet: - Purpose: The purpose of the shift roster is to serve as proof, at all reasonable times, that all personnel who should be on duty per shift, are indeed on duty.

36.1.13 Drawing up a shift roster/Timesheet: Daily, weekly, and monthly shift roster of all security personnel must be drawn up by the service provider and kept on site where the service is rendered.

36.1.14 Changes to the shift roster/Timesheet: Any changes to the shift roster shall be crossed out by a single line, initialled, dated, and noted in the occurrence register.

36.1.15 Duty: sheet - The purpose of the duty sheet is to ensure that all security personnel on duty are familiar with their duties as required for the contract.

36.1.16 The service provider must have a fully expounded duty sheet available at each duty point of the site.

36.1.17 Handheld two (2) way radios: The handheld radios must always be in good working condition, and they must be handed to the Security Officer patrolling the site for immediate communication with the base station.

36.1.18 Asset register: The purpose of the asset register is to keep a record of all asset movements, by recording the serial numbers, mode, and make of the assets, including the time and date the asset was moved out and in the premises.

36.1.19 Access control register for visitors: The purpose of the access control register is to record:

a) All visitors entering the premises.
b) All departmental officials without identification cards.
c) All departmental officials without identification cards.
d) Register all officials working after hours.
e) This register is also applied during weekends and public holidays, and the following information should be recorded:

- ✓ Date and time of visit and departure.
- ✓ Surname and initials of the visitor.
- ✓ Car registration number if applicable.
- ✓ Purpose of visit.
- ✓ The Security officer on duty must ensure that all personnel complete the register correctly. This means that the Security Officer ensures that the correct time and signature of the personnel are entered correctly.

36.2 Access register for officials:

36.2.1 All Departmental officials with identification cards should sign the register when they enter the premises.

36.3Patrols: The purpose of patrolling is to ensure that the site is inspected according to instructions, and any deviation is immediately reported to supervisors and addressed accordingly.

36.4 Bid/Application Submissions control registers: All suppliers to sign the tender registers provided by Supply Chain Management.

37. OFFICE AREA SPECIFICATIONS

37.1 PROJECT DELIVERABLES

37.1.1 The effective and efficient provision of twenty-four (24) hours, seven (7) days a week security services to the departmental Offices to protect organizational employees, information, and other physical assets.

37.1.2 The effective and efficient provision of twelve (12) hours, seven (7) days a week security services to the offices.

37.1.3 Patrolling the premises, recording, and reporting security breaches /incidents in all offices.

37.1.4 Have a reaction Unit/Control room.

37.1.5 Suppliers to comply with department OHS frameworks and participate in relevant safety structures. The service provider is required to provide a report monthly or as and when required by the internal

security team as well as the Occupational Health and Safety (OHS) office in writing.

37.1.6 The service provider will be required to conduct monthly meetings with the Internal Security department as well as the OHS teams.

37.1.7 The supervisor must conduct a physical site visit to monitor the security guards at least 3 times a week.

38. REMUNERATION AND ALLOWANCES

38.1 The Security Service Provider must be registered with the NBCPSS, Affinity Health and Private Security Sector Provident Fund (PSSPF. Wages must be paid in terms of what is prescribed in the Main Collective Agreement.

38.2 The Security Service Provider must provide audited proof that remuneration (from National Bargaining Council for Private Security Sector (NBCPSS) and which will be confirmed with same) paid to its employees was adjusted

38.3 The Security Service Provider shall remain solely responsible for the payment of all costs pertaining to its employees, including but not limited to salaries, bonuses, allowances, health insurance premiums and pension fund contributions, etc.

38.4 Wages/salaries payable by the Security Service Provider to his/her employees shall at no stage be less than those prescribed in the Main Collective Agreement.

38.5 The Security Service Provider shall be responsible for the payment of all applicable statutory deductions and payments on behalf of its employees and provide monthly letters of good standing with NBCPSS and PSSPF.

38.6 The security service provider must adhere to the following minimum wages:

38.6.1 Security service providers must pay employees not less than the prescribed minimum wages and ensure full compliance with wage provisions, overtime, and bonuses as per the National Bargaining Council for the Private Security Sector: Main Collective Agreement.

38.6.2 The bidder must have the financial capability to remunerate his/her employees without being dependent on the Department of Economic Development, Environment, Conservation and Tourism (DEDECT) for

payment of his/her employees. Failure to do so, the DEDECT has the right to terminate the contract.

39. RESPONSIBILITY OF THE SERVICE PROVIDER

39.1 Supervisors

39.1.1 Supervisors must be schooled to at least Standard Eight or Grade 10 level.

39.1.2 Supervisors must have a good grounding in their Post Descriptions and duties (Minimum Grade C PSIRA Training for all supervisors)

39.1.3 Supervisors must always be capable of leading/controlling and supervising their subordinates.

39.1.4 Supervisors must be able to communicate, read, and write in English.

39.2 Security guards

39.2.1 Security Guards must be schooled at least Standard Six or Grade 10 level.

39.2.2 Security Guards shall be able to communicate, read and write in at least one of the official languages, which may include mother tongue

39.2.3 Security Guards may not be younger than 18 years of age.

39.3 Occurrence book

39.3.1 The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors and other occurrences at the site.

39.4 compulsory occurrence book entries:

The security personnel on duty must make the following entries in the Occurrence Book:

39.4.1 All listed routine procedures such as patrols undertaken, handing-over of shifts, etc., mentioning the procedure followed, by whom and the time of commencement. These entries must be made clearly legible in black ink.

39.4.2 All occurrences, however important, slight or unusual with reference to the correct time and relevant actions taken.

39.4.3 All security personnel activities – especially

39.4.4 Deviations in respect of the duty list – including particulars of the personnel and relevant times.

39.4.5 The issue and/or receipt of keys, indicating the time and by whom they were received or to whom they were handed over / delivered

39.4.6 The unlocking or locking of doors and gates, indicating the time and by whom locked or unlocked.

39.4.7 The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.

39.4.8 Occurrence Book read: After the taking-over of shifts, the first-level supervisor must make an entry declaring that he/she read the occurrence book in order to acquaint himself/herself with events that occurred during the previous shift.

39.4.9 All visits by supervisors and top management. These entries must be done in red ink.

39.4.10 The issue / receipt of documentation, indicating the time by whom delivered / to whom issued.

39.5 **storage of occurrence book**:

39.5.1 The service provider shall store the fully completed occurrence book for the duration of the contract.

39.5.2 Officials of the Department shall pass in writing, all additional requests in respect of the rendering of the service.

NOTE: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall be crossed out by a single line and initialled on the side.

39.6 **Admission control registers or forms**

39.6.1 The purpose of the admission control register is to always have information available regarding persons and vehicles that enter of leave the premises outside of normal working hours, in case occurrences should take place which might lead to a judicial enquiry.

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

a) Date

b) Admission and exit times of the person or vehicle

c) Surname and initials of the person or details of vehicle and driver
d) Home or work address
e) Official identity / passport number
f) Name of person to be visited
g) Purpose of visit
h) Brand, calibre and number of firearms in visitor's possession (if any)
i) Signature of visitor

39.7 **Vehicle registration/vehicle forms**

39.7.1 This register form must be completed correctly and legibly 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 to and from site
c) Surname and initials of the driver
d) Number of passengers
e) Registration numbers of the vehicle
f) Brand, calibre and number of firearms in the vehicle (if any)
g) Signature of the driver
h) Departing of vehicles to be searched on a random basis

39.8 **Storage of pedestrian and vehicle registers**

39.8.1 The service provider must store the fully entered pedestrian and vehicle registers and forms for the duration of the contract.

39.9 **Notebook**

39.9.1 The purpose of the notebook is to note down all incidents occurring, or observations made by a security guard / officer during a turn of duty, for later reference.

39.9.2 Requirement: During their change of shifts all security personnel must have a pocketbook on their persons.

39.9.2.1 The following information must be noted down in the pocketbooks:

a) All occurrences/events, however important, slight or unusual, referring to the following:

✓ Reporting on and off duty

- ✓ Time of occurrence or event
- ✓ Extent of occurrence or event
- ✓ Relevant occurrence book serial number with due allowance
- ✓ Follow-up actions taken in respect of occurrence or event.

39.9.3 Copying into occurrence book: All relevant information noted down in notebook must immediately or directly after return from a patrol, be copied into the occurrence book.

39.9.4 Storage of notebooks: The service provider must store the fully entered notebooks for the duration of the contract.

39.10 **Duty List**

39.10.1 Drawing up a duty list: Daily, weekly or monthly duty lists of all security guards on duty must be drawn up by the service provider and kept in the security control office of each site where such service is rendered.

39.10.2 Changes to the duty list: Any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book.

39.11 **Duty Sheet**

39.11.1 The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for this contract.

39.11.2 The service provider must have available at the site a fully expounded duty sheet per duty point.

39.12 **Two-way Radios**

39.12.1 The purpose of radio communication is the establishment of immediate communication between the different duty points and control on the site as well as between control at the service provider's headquarters.

39.12.2 Base radio: See site specification for more particulars

39.12.3 Hand carried radios: Serviceable hand carried radios must always be provided by the Service provider, as stipulated in the site specifications.

39.13 **Time Sheet**

39.13.1 To assist with who was at work, when, and for how many hours.

39.13.2 The service provider must be complying to legal and statutory requirements (PSIRA and NBCPSS)

39.14 **Duties**

39.14.1 As a minimum, it is expected that the appointed service provider will perform the following:

a) Day shift
b) Monitor the entry and exit of visitors to the Department.
c) Record entry and exit of all staff and visitors after 17H00 on working days and at all times on weekends and public holidays.
d) Record entry and exit of visitors.
e) Contact the staff member or department being visited telephonically and obtaining his/her/their approval before allowing a visitor access to the grounds.
f) Issue permits to delivery vehicle drivers and notifies the person to whom the goods are to be delivered before allowing entry.
g) Lock all access doors to the buildings and switch off common areas lights at 18H00 during weekdays.
h) Unlock all access doors to the buildings at 06H30 during weekdays.
i) Ensure that all doors remain locked on weekends and holidays
j) Escort staff members to their cars (where required)
k) Ensure that no unauthorized persons enter the premises.
l) Search the vehicles leaving the Department at random
m) Remove any unruly, abusive person from the premises
n) Protection of personnel, visitors, and property
o) React to alarm and attend to the site, contact SAPS when needed.
p) Confront all suspicious persons and determine whether they are authorized to be on the premises

39.14.2 **Night shift**

a) Ensure that only authorized persons enter the premises.

b) Ensure that the details [name(s), vehicle registration number] and entry/exit times of every person is recorded correctly.
c) Undertake regular patrols of the premises at approximately thirty (30) minutes intervals, ensuring that all exterior doors and windows of all buildings are securely locked or closed.
d) Escort staff members to their cars (where required)
e) Record any unlocked doors and open windows in the observance book.
f) Clock on every patrol at the Services Department clock point.
g) No service providers to be allowed entry after hours and weekends without prior approval from the Facility Manager or Supervisor
h) At least two fully charged torches (covering distance of at least 10 meters from the security personnel) per night to be used for patrolling and whenever needed
i) All vehicles to be searched after hours and weekends

39.15 **Guarding**

39.15.1 Protecting people and property against the harmful actions, by word or deed of other parties.

39.15.2 The vigilant and, if necessary, tactful, protection of property and personnel against any attempt by any person to unlawfully enter the premises of DEDECT.

39.16 **Entrance control**

39.16.1 To ensure that no unwanted or unauthorized persons enter the premises or part of the premises.

39.16.2 Examination of delivery documents accompanying vehicles wanting entry.

39.16.3 DEDECT officials must identify themselves by recognized methods of identification before being allowed on the premises. If such staff cannot identify themselves, they must be treated as if they are visitors.

39.16.4 Nobody will be allowed to bring anything that is prohibited (e.g. firearms) onto the premises.

39.16.5 Nobody will be allowed to carry out any activity on the premises that is prohibited by Management.

39.16.6 Use of a security scan for visitors to identify prohibited items.

39.16.7 Searches to identify items unauthorised to leave premises.

39.17 **Access control**

39.17.1 To ensure that people and vehicles leaving the premises do not remove property of DEDECT.

39.17.2 Searching of vehicles must be done as per instruction.

39.17.3 Exercise strict control over all visitors.

39.17.4 Safekeeping and control of visitors' cards and scanning equipment

39.17.5 Control of motor vehicles parking, especially those vehicles parked in the vicinity of the entrance which may obstruct vehicles/others.

39.17.6 Removal of any unruly and abusive persons from the premises.

39.17.7 Protection of personnel, visitors and property.

39.17.8 React on alarms of the in-house system. Contact the SAPS through their control room.

39.17.9 Confront all suspect persons and determine whether they are authorized to be on the premises.

39.17.10 Ensure that everything that must be locked after hours is in fact locked.

39.17.11 Removing of vagrants from the premises will form part of the security function.

39.17.12 Electronic Active Guard Patrol Monitoring System

39.17.13 This system shall be capable of logging hours of patrol through individual scans as guards pass the point.

39.17.14 Service provider shall log each daily round trip, including time of arrival and departure for each patrol, with the electronic time logging system. Logging system shall be fully and properly operational as service commences.

39.18 **Service provider's Responsibilities:**

39.18.1 Oversees all security activities performed by security personnel.

39.18.2 Handles all problems experienced by security personnel on site.

39.18.3 Attends all problems regarding payments of Security Officers.

39.18.4 Ensures that there is always security equipment required on site according to the specification.

39.18.5 Be involved in any security operational projects and manage special events from Service provider's point of view. {E.g. Evacuation Drills).

39.18.6 Liaises with Head of physical security and where applicable, with senior Security Officer on duty.

39.18.7 Shortage of security personnel should be recorded in the occurrence book by the supervisor. DEDECT shall also keep their own record regarding shortages of Security Officers.

39.18.8 Ensures that service provider's security staff is familiar and knowledgeable on how to handle emergency situations.

39.18.9 Ensures that registers are clean, neat, legible and updated always.

39.18.10 Ensures that Security Officers are always in uniform and display their PSIRA registration cards.

39.18.11 Attend monthly meetings with Chief Security Officer of DEDECT.

39.18.12 Ensures that all security staff understands the needs and expectation of the secondary clients (e.g. visitors) and primary clients (e.g. employees) of DEDECT.

39.18.13 Ensures that all security staff understands the principle of Batho Pele and always apply.

39.18.14 The service provider must provide adequate security personnel as required by DEDECT for the successful rendering of security services as stipulated in the contract.

39.18.15 Ensure that security personnel present themselves well to the staff members and to the public.

39.18.16 The service provider will be held liable for any damages or loss suffered by the State, as a result of the service provider's own or his employees' negligence or intent, which originated on the site.

39.18.17 The State shall not be liable for any loss or damage of any nature to any of the service provider's properties or any items kept at the State's sites.

39.18.18 The State is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client

costs, that may be instituted against or incurred by the Service provider, and which arise from or are the result of any act or omission by the Service provider or an employee or agent of the Service provider in connection with the execution of the services in terms of this contract which may result in the following cases:

a) Loss of life or injuries which may be sustained by the security personnel during the execution of their duties.
b) Damages to or destruction of any equipment or property of the service provider during the execution of their duties.
c) Any claims and legal costs which may ensue from the failure by or acts committed by security personnel against third persons, which acts include: Illicit frisking, arrests and other illicit or wrongful deeds. The service provider shall be notified in writing of the particulars of each claim he is liable for.

39.18.19 The service provider must, at his own expense, take out sufficient insurance cover against any claims, costs, loss and/or damage ensuing from his obligations and he must ensure that such insurance remains operative for the duration of this agreement.

39.18.20 A copy of such insurance contract shall be handed to the departmental representative on commencement of the service and every quarter for the duration of the contract.

39.18.21 The service provider may not, unless otherwise specified, make use of any of the State's equipment, aids and property, for purposes of compliance with the conditions, which equipment, aids and property include, inter alia, vehicles, stationery, rooms, and furniture.

39.18.22 The service provider is responsible for the training of his personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site.

39.18.23 The service providers personnel must always refrain from littering and must at all times keep the grounds occupied by them clean, hygienic and neat. The service provider shall at the end of each shift, remove any littering caused by security personnel of the contract.

39.18.24 Under no circumstances are security personnel allowed to carry on any trading within DEDECT buildings/premises.

39.18.25 The service provider shall not erect or display any sign, printer matter, painting, nameplates, advertisement, articles or objects and of any nature whatsoever, in, against State buildings or sites or any part thereof without written consent from DEDECT.

39.18.26 Any sign, printed matter, printing, name plate, advertisement, article or object displayed without written consent, or which is regarded as objectionable or undesirable, will immediately be removed by DEDECT, and the service provider shall be penalized.

40. ACCESS, EGRESS AND ASSET CONTROL

40.1 A service provider is required to provide security officers who have attended and passed security courses at one of the registered and accredited training centres recognized by the Department of Labour and SASSETA. The responsibilities of these security officers will be inter alia to ensure the safety of property and personnel from burglary, theft, vandalism, or other security threats.

40.2 Control entry and departure of private and state-owned vehicles in the premises and maintain accurate records.

40.3Carry out physical searches and physical inspections of vehicles entering or leaving the premises in line with the Control of Access to Public Service and Vehicle Act 53 of 1985, internal security directives, and on a random basis.

40.4 Control the entry of pedestrians to the premises in line with the provisions of the Control of Access to Public Service and Vehicles Act 53 of 1985 and internal security directives, conduct searches as per the directives and direct deliveries and visitors to the reception and or waiting area. Control the exit of staff from the premises and ensure the use of access cards by all staff members.

40.5 Prevent any illegal incursions and report any irregularities at the entrances immediately to the Security Manager and record in the Occurrence Book (OB).

40.6 Update Occurrence Book hourly or when anything out of the ordinary occurs and during the change of security staff members.

40.7 Accurately record all required information on the relevant security registers.

40.8 Secure the gates against illegal incursions in times of unrest and or any unauthorised access.

40.9 The security desk forms an integral part of the access control; Security Officers must ensure full compliance with departmental prescripts and Batho Pele principles.

40.10 The Service provider shall comply with the Private Security Industry Regulatory Act No. 56 of 2001 and Regulation of 2002, the Occupational Health and Safety Act No. 85 of 1993, and the conditions of employment as contained in the Basic Conditions of Employment Act No. 75 of 1997, as amended and any subsequent amendments thereafter while performing in terms of this contract.

40.11 Monitor the activities in the building via the CCTV monitor and prevent or react to incidents.

40.12 Record, search persons upon entry and exit in the premises in line with the Act and the internal Security Policy.

40.13 Observe, and react to the sounds of the metal detectors (walk through or handheld).

40.14 Observe, react and record the intruder alarm activation sounds and notifications.

40.15 Escort service providers while in the building.

40.16 Inspect the functionality of the security systems (readers, CCTV locks etc) during the change of shift and record on the OB.

40.17 Inspect whether offices are locked and equipment secured and make the necessary recordings. Where there are Biometric access control and Radio-Frequency Identification (RFID) readers systems. Metal detectors and baggage scanners should be installed at entry points, and high-risk areas should have dual-authentication access. The service provider shall perform access control management and surveillance cameras.

40.18 **Internal security**

40.18.1 The Service provider must ensure:

40.18.1.1 Control of visitors awaiting attention, ensuring orderly queue control and giving directions where and when necessary.

40.18.1.2 Record and report irregularities to the Security Manager, control room and in cases of unrest also to the South African Police Services.

40.18.1.3 Remove or assist with the controlling of unruly visitors.

40.18.1.4 Staff members or other persons, as instructed by the Security Manager.

40.18.1.5 Accurately record and verify visitors and private equipment on the relevant registers upon entry and exit.

40.18.1.6 Inspect functionality of security equipment inclusive of doors, card readers, door locks etc.

40.19 **Patrol Duties**

40.19.1 Security staff patrolling the premises are required to:

40.19.1.1 Patrol a pre-determined route as stipulated by the Security Manager and a free roving route on the premises hourly during hours of daylight, and hourly during the hours of darkness.

40.19.1.2 Accurately record the patrol findings in the Occurrence Book.

40.19.1.3 Check and report on the following compulsory aspects:

a) Whether external doors are locked after hours.
b) Whether office doors are locked during the day when the office is not occupied.
c) Whether external lights are operational and illuminated during hours of darkness.
d) Whether there are any broken windows, doors, card readers, etc.
e) Whether vehicle parking areas are illuminated, secured, state vehicles are secured.
f) Any unknown person loitering in the corridors, lobby, and fire escape routes.
g) Any obstruction of the doors and passageways.
h) Any adverse activities that are observed.

40.20 **Site Management**

40.20.1 The bidder shall be responsible for the transportation of his or her staff to and from the sites.

40.20.2 The officer acting as a site supervisor on the premises must be at least a Grade B officer.

40.20.3 The originals of the mandatory certificates/ documents must be readily available and must be produced by the bidder at the request of the department.

40.20.4 All security officers deployed on the site(s) must comply with the PSIRA security industry's minimum standard of education.

40.20.5 Security Officers must be equipped with hand-held radios with sufficient power resilience to cover the duration of the shifts, in order to facilitate efficient communication between the guard room, control room and the guard/patrol points. Radio connectivity between the three buildings (sites) is imperative.

40.20.6 Security Officers at the premises must always be in radio contact via a Base Radio with the Service provider's Control room.

40.20.7 Security Officers on duty must be equipped with a baton, radio, cellphone, pepper spray, handcuffs, whistle, pocketbook, pen, torch, and handheld metal detectors at all times.

40.20.8 The company management must examine the premises and his/her staff daily, to establish whether any problems are being experienced.

40.20.9 The company management shall supply the Security Manager within Security and Risk Management services, on a weekly basis, at least a week in advance, a list of names of the security officers who will be performing duties at the premises that week.

40.20.10 The company management must ensure that security officers are on duty timeously and are always present for the duration of their shift.

40.20.11 The company management must ensure that there are at least two suitable, qualified and experienced replacement officers for each shift available within one hour in the event of emergencies, illness, etc.

40.21 **General Management**

40.21.1 The supervisor from the company management must visit the premises four times daily. That is, twice during the hours of daylight and twice during the hours of darkness. These visits shall be made during the course of the shift and not during the change of shifts.

40.21.2 The service provider must make arrangements for the transportation of staff to and from the premises.

40.21.3 The bidder must produce monthly and ad hoc reports at the request of the department.

40.21.4 The department may at any time inspect the service provider's work and/or performance. Should the standard be considered unacceptable, the service provider will be notified accordingly in writing and the service provider shall rectify the situation to the standard required by the specification, as the case may be, at his own cost or charge. In the event of the service provider disregarding the department's instruction for a period of seven (7) days, the department will be at liberty to employ other workmen to perform the work or cause the work to be performed and to charge any expense thereby incurred to the service provider, and to deduct it from any sum due in terms of a contract.

40.21.5 Payment of the contract amount shall be made in monthly payments, based on the total amount due in terms of the contract.

40.21.6 The equipment of the service provider must be in a safe condition where required meet the Department of Health's standards and SABS so as not to endanger the staff, visitors, the public or the building.

40.21.7 The service provider shall be responsible for providing his/her own equipment, materials, consumables, etc.; as well as uniforms and identification cards for all officers deployed on sites.

40.21.8 The Department shall provide free electrical power (22 volt, 15 amp) if required, to the service provider by means of existing plugs. Batteries, chargers necessary shall be provided by the service provider.

40.21.9 The Department shall provide the service provider with designated storage space, free of charge, for equipment and materials.

40.21.10 The Department shall provide guard room and toilet facilities, free of charge, to the staff of the service provider.

40.21.11 The service provider shall also be required to provide the department with the certified full set of fingerprints of each staff member, together with a South African Police Service record clearance in respect of those who will be employed on this service at any time. Any person who has not been provided with card identification and for whom no certified fingerprints or security clearance has been obtained will not be permitted to perform work in terms of this contract.

40.21.12 The service provider must respond immediately (within 10 minutes) in cases of emergencies.

40.21.13 Provide continuous security guarding service as detailed above even during the protests, strikes in the security sector.

40.21.14 Provide security registers, Occurrence Book, pocketbooks, and other consumables.

40.22 **Electronic Access Control**

40.22.1 Where there are Biometric access control and RFID badge systems, metal detectors and baggage scanners should be installed at entry points, and high-risk areas should have dual-authentication access. The service provider shall perform access control management and surveillance cameras.

40.22.2 Where there are no systems in place, the service provider might have deployed advanced technologies like surveillance cameras, access control systems, and real-time monitoring platforms.

41. SERVICE PROVIDER INSPECTIONS

41.1 A thorough inspection of the service shall be performed by Departmental officials as well as the service provider at least once quarterly. The meeting approved quarterly inspections by both the department and the service provider unless specified in the Service Level Agreement (SLA).

41.2 The Department retains the right to inspect the service rendered by the service provider at any time, to ensure that the service is rendered in accordance with the conditions of the contract and the site specifications. The department reserves the right to conduct random inspections and request the replacement of any personnel for justified reasons. Daily verification of personnel on site must be recorded in the occurrence book.

41.3 The Department retains the right to require from the service provider, that any of his/her employees be replaced, should justifiable reasons exist, in which case the employee must leave the site immediately. The Department will not be held responsible for any damages or claims which may arise and the service provider or successful bidder indemnifies the Department against any such claims and legal expenses.

41.4 Note: The Department's representative will check daily whether sufficient personnel are available on site in terms of the conditions.

41.5 All security personnel shortages must be noted in the occurrence register by the Service provider or any of its employees on duty.

41.6 The Department may enlist the NBCPSS to conduct an inspection where there is suspicion that the terms and conditions of employment may be contravened.

42. SERVICE REQUIREMENTS

42.1 The Security Guard should refrain from disclosing any information to non-authorised individuals

42.2 Inspect the premises and the vehicles parked on the premises together with the relevant officials of DEDECT in the mornings and in the afternoons during shift changes.

42.3 Signing over of all equipment and registers during shift changes.

42.4 To patrol the premises concerned and exercise crowd control (personnel protection included).

42.5 All clock points should be visited during patrols, and patrols should not be rushed.

42.5.1 Intervals between patrols must not be longer than one hour.

42.5.2 Patrols must not be done in the same sequence/duration.

42.5.3 Time and routine must be rotated.

42.5.4 During patrols, the Security Officer should ensure that:

a) All outside doors to the building are closed and locked.

b) If there are any windows open on the ground floor, special attention should be given to these windows.

c) All vehicle doors are locked, windows are properly closed, boots are locked and that the spare wheels are not missing where fitted underneath vehicles.

42.6 To act as an authorized officer in terms of the Access to Public Premises and Vehicles Act. 1985 (Act 53 of 1985).

42.7 **Duties at the gate:**

42.7.1 All state vehicles entering and leaving the premises must be stopped and searched by the security officer and must ensure that the driver of each vehicle is in possession of the vehicle's keys and approved trip authority.

42.7.2 All vehicles entering and leaving the premises must be stopped and searched by the security officer and must ensure that the driver of each vehicle is in possession of the vehicle's keys.

42.7.3 Ensure that no person wanders between the vehicles.

42.7.4 All persons entering/leaving the premises after hours must complete the register.

42.7.5 The gates must be kept locked at all times after normal working hours unless an authorized person is collecting/delivering a vehicle.

42.7.6 Duties at the main entrance:

42.7.6.1 All persons entering/leaving the premises after hours must complete the after-hours register.

42.8 **Duties not to be performed by security personnel:**

42.8.1 Security Guards must not be allowed to access IT networks, registers, and communication networks.

42.8.2 Key control must also not form part of their responsibilities.

42.8.3 Security guards are not allowed to perform duties out of their scope of work (personal errands for staff, photocopying for clients, providing advice to clients, quality management, etc.).

43. SCHEDULE OF RATES

43.1 The rates must be all inclusive and aligned with the National Bargaining Council for Private Security Sector (NBCPSS): Main and Levies Collective Agreement

43.2 All rates must be VAT inclusive

43.3 All prices quoted must be for a period of three (3) years and the bidder must attach three (3) separate pricing schedules for each cluster they want to bid for, reflecting year 1, year 2, and year 3. The combined total price for three (3) years per cluster must be carried to the relevant SBD 3.3

44. SPECIAL CONDITIONS OF THE CONTRACT

44.1 **The following aspects will be observed**

44.1.1 Strict adherence to specifications.

44.1.2 The Service Provider shall, upon request, provide DEDECT with satisfactory evidence of the insurance required.

44.2 In case of an emergency DEDECT may require additional security personnel, the matter will be handled in a manner to be agreed upon between the DEDECT and the Service provider.

44.3 Tactical Response for riots and protests is a prerequisite.

44.4 All Security Officer must have protective clothes such as uniform and rain suits.

44.5 Service provider must provide security officer with at least 4 sets of uniform per year.

44.6 Firearm Competency Certificates

44.7 DEDECT reserves the rights to increase/decrease number of security officers posted per site and/or number of sites allocated per cluster depending on the availability of budget.

44. CONTRACTUAL ACCEPTANCE CONDITIONS

44.1 Service providers must:

44.1.1 Provide proof of liability insurance with bid documents.

44.1.2 Ensure S/O undergo **SAPS criminal background checks** and Directors vetting a full vetting investigation and attach vetting clearance certificate

44.1.3 Comply with **PSIRA** training standards and clearance.

44.1.4 Sign **Service Level Agreement (SLA)** within **7 working days** of appointment.

44.1.5 Submit S/O documentation (criminal background, ID, qualifications) within **14 days.**

44.1.6 Maintain an operational **control room** with advanced communication systems.

44.1.7 Provide **patrol vehicles** and ensure continuous communication with deployed officers.

45. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

46. FRONTING

46.1 Government supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. It is against this background that the Government condemn any form of fronting.

The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid

documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DEDECT may have against the Bidder / contractor concerned.

47. SUPPLIER DUE DILIGENCE

DEDECT reserves the right to conduct supplier due diligence to shortlisted bidders prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

48. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon–

48.1 The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DEDECT is prepared to enter into a contract with the successful Bidder(s).

48.2 The bidder submitting the General Conditions of Contract to DEDECT together with its bid, initialized by an authorized representative of the bidder

49. SPECIAL CONDITIONS OF THIS BID

DEDECT reserves the right:

49.1 To award any bid in whole or in part and does not bind itself to award the lowest bidder or any bid.

49.2 To negotiate with one or more preferred bidder(s) identified in the

evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

49.3 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

49.4 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made (where applicable), and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

NB, Bidders are allowed to bid for one or all clusters, however bid will be awarded to one bidder per cluster, therefore no bidder will be awarded more than one cluster or multiple clusters.

50. TAX COMPLIANCE

As per paragraph 16.2 above, no tender shall be awarded to a bidder who is not tax compliant. DEDECT reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Status/Pin to DEDECT, or whose verification against the Central Supplier Database (CSD) proves non-compliant. DEDECT further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

51. PROJECT MONITORING

The **Department of Economic Development, Environment, Conservation and Tourism** will be responsible for the over-all performance monitoring of a successful service provider in line with the SLA, ensuring payment of approved invoices. The

day-to-day management of service provider's working team will remain the responsibility of the Service Provider.

52. FOR MORE INFORMATION, PLEASE CONTACT THE FOLLOWING:

Department of Economic Development, Environment, Conservation & Tourism (North West) for administrative enquiries

Contact Person (admin): Mr. Aobakwe Mabogole- 018 388 1618 email:

amabogole@nwpg.gov.za

53. TECHNICAL ENQUIRIES

Contact Person: Mr. OS Bogatsu-018 388 5825_osbogatsu@nwpg.gov.za

..... 2026/10/15.....

Ms. H Mokone **Date**

Chairperson: Bid Specification Committee

Recommended/Not recommended

..... 2026/10/15

Ms. KC Molosiwa **Date**

Chairperson: Bid Adjudication Committee

Approved/Not approved

..... 20/10/2026

Mr Relebohile Mofokane **Date**

Head of Department

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

[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 THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: .....BID NO.: .....

CLOSING TIME 11:00 CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

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

Bid No.: .....

Name of Bidder: .....

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. .....

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems is applicable for this invitations to tender:

- the 80/20 or 90/10 system for requirements with a Rand value of up to R50 000 000 or more than R50 000 000 (all applicable taxes included)

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

a) The applicable preference point system for this tender is either 80/20 or 90/10 preference point system.

1.3 Points for this tender:

(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 0r 90
SPECIFIC GOALS	20 0r 10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

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:

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

below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
The promotion of enterprise owned by black people	5		5	
The promotion of enterprise owned by people who are women	6		2	
The promotion of enterprise located in the North West Province	9		3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. 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]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

ANNEXURE A

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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