



DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA

REQUEST FOR QUOTATION

DESCRIPTION

**RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF WATER AND
SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS, KIMBERLEY FOR THE PERIOD
OF FIVE (05) MONTHS: MAIN ACCOUNT**

QUOTATION NUMBER:



water & sanitation
Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF WATER AND SANITATION

BID NO:

**RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF WATER AND
SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS, KIMBERLEY FOR THE PERIOD
OF FIVE (05) MONTHS: MAIN ACCOUNT**

ANNEXURES

- 1. TERMS OF REFERENCE**
- 2. SPECIAL CONDITION OF CONTRACT**
- 3. PARTICULAR SITE SPECIFICATIONS**

ANNEXURE A

TERMS OF REFERENCE

RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS, KIMBERLEY FOR THE PERIOD OF FIVE (05) MONTHS: MAIN ACCOUNT

1. Tenderers must be in position to resume duty immediately after acceptance of the tender.
2. Tenderers must furnish the Department with its company profile comprising of the following, but not limited to:
 - 2.1 Where their Head Quarters are situated.
 - 2.2 Name, address and telephone numbers of bank or other Financial Institutions which manages the tender's finances.
 - 2.3 Consent that financial institutions may answer financial inquiries and supply statements on request for the company and on-site employees.
 - 2.4 The names, physical address telephone number and identity numbers of directors if it is a company, all partners were persons, Partnership, or closed corporation's tender.
 - 2.5 Proof of training/ experience and/ or a condensed description of the training/experience at the tenderer's command must accompany the tender.
3. Tendering private security companies must meet the following minimum standards:
 - 3.1 the tendering company must be officially registered with the Companies and Intellectual Property Commission (CIPC). Tenders must also provide satisfactory proof of registration as employer with the Compensation Commissioner if become a successful bidder.
 - 3.2 The company, all its directors and members must be registered in terms of Section 20 of the Private Security Industry Regulation Act, 2001 (Act 56 of 2001).
 - 3.3 All security officers supplied by the company must be registered as security officers in terms of Section 20 of the Private Security Industry Regulation Act and must also be trained to the standard set by the PSIRA and by a training center accredited by PSIRA.
 - 3.4 Security officers in the employment of the company must be paid the minimum wage according to the National Minimum Wage Act, 2018. The institution will have no responsibility for wage negotiation of contract security officers but will enforce compliance.
 - 3.5 Tenderers must undertake to provide a certain and reasonable number of additional staff as can be requested during crisis situations. The company must, in order to ensure the continuity of the service, allocate specific personnel to specific sites (only to be changed with the prior consent of the security manager of the institution).
 - 3.6 The Department of Water and Sanitation only pays for the services rendered and will do this within Thirty (30) days after the service has been rendered. This means that the contractor will have to arrange for a loan (in advance if he/she do not have funds to pay employees) in order to pay his/her employees on the last day of the first month. The contractor will have to

produce this proof before accepting the offer. The department reserves the right to ensure compliance with the above.

3.7 The company must have a well-established and equipped 24-hour security control room.

3.8 The company must have a supervisor immediately available on a 24-hour basis to react in the event of emergencies.

3.9 The department reserves the right to have the contractor, Directors and security officers vetted. The vetting level would be determined by the department, depending on the sensitivity of the office or sites where services are to be rendered.

4. Awarding of state contract.

The state reserves the right to make an award in order to rotate suppliers by giving other bidders a chance, who did not to benefit from the system to address product availability, equitable distribution of opportunities and compatibility. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements. In awarding tenders and quotations, the department (Head of Unit) will apply inter alia equitable distribution of opportunities in security management environment.

ANNEXURE "B"

SPECIAL CONDITIONS OF CONTRACT

1. The norm/quality of the security service to be rendered must be in accordance with the acceptable standard of the trade concerned.

1.1 The Service Provider must agree to the following:

1.1.1 Reliability checks by the relevant National Intelligence Structure (As determined in section 2A of the National Strategic Intelligence Act 1994) on the company and every Director of the company or legally assigned member of the company prior to the signing of any contract;

1.1.2 signing of a Declaration of Secrecy by the abovementioned person;

1.1.3 signing of legal indemnities with regards to the services to be rendered (e.g., damage to property of third parties, loss of life or injury to be sustained by the security personnel during the execution of their duties and any other legal claims resulting from acts or omissions committed by security personnel against third parties);

1.1.4 Inspections at any time of the services to be rendered by security officials in the employ of the institution (including registers, occurrence books, equipment used, etc.,).

1.1.5 Shifts worked by security officers must not be longer than 12 hours;

1.1.6 Security officers must be issued with appropriate equipment to enable them to properly execute their duties.

1.1.7 Adherence to all internal security policies and procedures of the institution.

1.2 All possible steps shall be taken by the contractor to ensure that the intended execution of this agreement will take place. These steps include, inter alia, the following:

1.2.1 The protection of State property at the intended site and the protection of the said property against theft and vandalism.

1.2.2 The protection of State's officials against physical safety threats and attacks or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977).

1.2.3 The Service Provider must provide the security personnel required for successful rendering of the service, as stipulated in the tender document.

1.3 It is the responsibility of the service provider to see to it that the security personnel in his service and especially those employed for the rendering of this service, always meet the following requirements:

1.3.1 SUPERVISORS:

- Supervisors shall be trained and have a least Grade 12 academic qualifications and Grade "B" PSIRA certificate.
- Supervisors shall have a good grounding in their post descriptions and duties.
- Supervisors shall always be capable of leading/controlling and supervising their subordinates.
- Supervisors shall be able to communicate, read and write in English and any other official language.
- Supervisors must have received training from a training facility in regard to supervisor duties and security procedures.

1.3.2 SECURITY OFFICERS:

- Security Officers shall be trained and have passed at least Standard Eight (Grade 10) and Grade "C" PSIRA certificate.
- Security Officers shall be able to communicate, read and write English and any other official language.
- Security officers may not be younger than 18 years of age.
- At least one month's relevant experience as security officers.
- Must always present an acceptable image and appearance.

1.4 Security officer's duties.

1.4.1 the following duties must be performed by the security officers of the company or close corporation:

- To act as authorised offices officers in terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985);
- to perform access control duties, patrol premises and execute functions as determined by the security manager of the institution (including the safeguarding of personnel, property and information);
-
- to record security breaches/incidents/events in an occurrence register and report such breaches/incidents/events to the security manager of the institution and their own supervisors;
-

- guards must be inspected once per day and twice per night (weekends and public holidays included);
 - regular reports must be made by radio to the security control room of the company or close corporation, or/as well as the security control room of the institution (as the case may be).
- 1.4.2** The abovementioned duties must be performed to the satisfaction of the security manager of the institution.
- 1.4.3** Contract security officers of the company or close corporation must not be allowed access to IT networks, registries, communication networks or any other sensitive area/zone of the institution. Key control must also not form part of their responsibilities.
- 1.4.4** There must be constant liaison with regards to all security related issues between the company or close corporation and the security manager of the institution.
- 1.4.5** Final control and responsibility with regard to security will remain with the security manager of the institution.

1.5 THE FOLLOWING GENERAL REQUIREMENTS APPLY:

1.5.1 DEPARTMENT OF WATER AND SANITATION

- Noted herewith is that the Department of Water and Sanitation must provide an enabling environment to the Private Security Service Provider (PSSP) in order to render a top of the range quality service that is non-compromising. The Service Level Agreement (SLA) entered, will be well managed and monitored to achieve the Department of Water & Sanitation' intention of providing a safe and secure risk-free work environment to all its visitors, customers, employees, and sub-contractors.

1.5.2 PRIVATE SECURITY SERVICE PROVIDER

- On the other hand, Private Security Service Provider (PSSP) must ensure total compliance to all Private Security Industry Regulatory Authority (PSIRA) regulations and "Code of Conduct" and be managed by a competent, qualified, and knowledgeable person who must be supported by PSIRA accredited trained security officers as mentioned in the Standard Security Operational Plan.

1.5.3 OPERATIONAL MEETINGS

- Meetings between the Department of Water and Sanitation (DWS) and the Private Security Service Provider (PSSP) will take place on a weekly (with site/project supervision) and monthly (with managing member/director) for duration of contract period. Ad-hoc meetings may be called based on operational necessities or incidents. The minutes of those meetings will be kept by the Department of Water and Sanitation security management personnel and administration section. The purpose of these meetings will be to improve the service rendered to the Department of Water and Sanitation facilities. Reports must be handed to the Security Coordinator/Manager during the meetings.

1.5.4 RESOURCES

- All resources specified in the tender document must be provided and any additional items in this agreement must be highlighted in writing and attached herewith as addendum(s).
- Except as otherwise expressly provided or indicated in the agreement, the contractor shall supply labour, supervision, equipment, consultation, required service and any other item/s and incur expenditure necessary for the provision of an efficient security service to the Department of Water and Sanitation.

1.5.5 ACTS OF MISCONDUCTS

- The SLA requires that the Private Security Service Provider (PSSP) is bound to solve problems associated with misconduct of his personnel and take necessary steps to correct such behavior. This aspect must be highlighted in operational meetings.

1.5.6 CAPACITY BUILDING

- Private Security Service Provider (PSSP) must provide (in all meetings) detailed reports on capacity building or community involvement activity. Capacity building may be in the form of in-house training, refresher courses or any community involvement that the company has undertaken.

1.5.7 SECURITY PERSONNEL

- The company or close corporation and every Director of the company or member of the close corporation including the Security Coordinator from the Department of Water and Sanitation shall be registered in terms of Private Security Industry Regulatory Act (Act 56 of 2001).
- This means that all supervision and security officers shall be registered with the Private Security Industry Regulatory Authority in terms of Private Security Industry Regulatory Act (Act 56 of 2001), as amended.

1.5.8 SUPERVISORS AND SECURITY OFFICERS

- Supervisors and security officers shall have undergone and passed formal security training as prescribed by PSIRA.
- At all times supervisors and security officers shall present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink while attending to people.
- Supervisors and security officers shall at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards them.
- Supervisors and security officers shall be physically healthy and medically fit for the execution of their duties.
- Supervisors and security officers shall sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the State.
- Supervisors and security officers are prohibited from reading office documents or rummaging through records.

1.5.9 No information concerning State activities may be furnished to the public or news media by the contractor and or his employees.

1.5.10 The State reserves the right to ascertain from the State Security Agency (SSA) and South African Police Services whether security personnel in his employ possess record clearances as well as to ascertain from the Private Security Industry Regulatory Authority (PSIRA) whether the security personnel are registered.

1.5.11 Security personnel must at least possess record clearance issued by the South African Police Service (SAPS) alternatively by SSA.

1.5.12 The State reserves the right to ascertain from the Service Provider the validity of employee remuneration documents, (i.e., Provident funds, COIDA etc.).

1.5.13 The Director undertakes to ensure that each member of his security personnel will always when on duty be fully equipped in respect of:

- A neat and clearly identifiable uniform of the company, which uniform will include matching raincoats, overcoats, steel toe safety shoes and hard hats (colour black with a clear emblem of the company at the front) for all Departmental sites.
- No security personnel will be allowed on Site with clothing other than the approved uniforms. Allowance must be made for clothing in inclement weather.
- A clear identification card of the company with the member's photo and the Private Security Industry Regulatory Authority identification and employee's number on it, always worn conspicuously on his person. Alternatively: A clear identification card of the company with the member's identity and employee's number on it, accompanied by his official identity document, always worn on his person.

1.6 SERVICE AIDS

1.6.1 The bidder must ensure that the following security aids, if specified, are available at all items at each site where the contractor renders a security service in terms of the agreement.

Security Aids needed for these services and the bidder MUST Take Note of the Security Aids required and initial in each line of the table below.

Security Aids:	Action by Bidder	Initial
Branded Uniform	Take Note	
Baton	Take Note	
Handcuffs	Take Note	
Whistle	Take Note	
Pocketbook	Take Note	
Black Pen	Take Note	
Torch (at Night)	Take Note	
Communication device PTT Radio	Take Note	
Firearm (when applicable)	Take Note	
Handheld scanners	Take Note	
Taser/ Shock Sticks	Take Note	

NB. The above security service aids are compulsory and always to be worn on the person during guard duty.

1.6.2 At his headquarters the Director must keep available for inspection by representatives of the State, proper qualified staff and all appropriate documents of all security personnel in his service who are employed for the rendering of the service to the State by the Director and be available for inspections by the Administration's Inspectorate of Privatization.

The appropriate documents shall include, inter alia, the following:

- Curriculum Vitae
- Scholastic Report
- PSIRA registration
- Medical fitness certificates (where necessary)
- SAPS Criminal records and clearance

1.6.3 The Department of Water and Sanitation reserves the right to inspect as part of compliance for the duration of this contract the area office of the PSSP, from time to time, as prescribed by legislation, departmental policies and directives under guidance of the Director: Security, Safety and Vetting

1.7 SECURITY REGISTERS

1.7.1 OCCURRENCE BOOK

PURPOSE:

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

1.7.2 COMPULSORY OCCURRENCE-BOOK ENTRIES:

- The security personnel on duty must make the following entries in the occurrence book:
- All **listed routine procedures** such as patrols undertaken, handling-over of shifts, etc., by whom and the time of commencement. These entries must be made clearly legible, in **blue/black** ink.
- All **occurrences**, however important, slight or unusual with reference to the correct time and relevant actions taken.
- All **security personnel activities** – especially deviations in respect of the Site Instructions – indicating particulars of the personnel and relevant times.
- The **issue and/or receipt of keys**, indicating the time and by whom they were received or delivered.
- The **unlocking or locking of doors or gates**, indicating the time and by who locked or unlocked.
- 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.
- **Occurrence book read:** After the taking-over of shifts, the first-level supervisor must make an entry declaring that he has read the occurrence-book in order to acquaint himself with events that occurred during the previous shift.
- All **visits by second-level supervisors and top management:** these entries must be done in **red ink**.
- **Officials of the Department** shall pass on in writing, all additional requests in respect of the rendering of the service.

- All personnel shortages

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

1.7.3 STORAGE OF OCCURRENCE BOOKS:

- The Department shall store the fully completed occurrence books which must be handed in by the Director to the Departmental representative or Security Manager and shall be stored at Department Water & Sanitation Offices for a period of 5 years.

1.8 ADMISSION CONTROL REGISTERS OR FORMS:

PURPOSE: The purpose of the admission control register or forms is to always have information available regarding persons and vehicles admitted to the site within a specific period, in case occurrences take place such information may assist in the enquiry or investigation.

1.8.1 PEDESTRIAN REGISTER / PEDESTRIAN ADMISSION CONTROL FORMS:

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

Register Requirements	Action by bidder	Initial
Date of visit	Take Note	
Admission and exit times of the visitor to and from the site	Take Note	
Surname and initials of the visitor	Take Note	
Home or work address of the visitor	Take Note	
Official identity/passport number of visitor	Take Note	
Name of person to be visited	Take Note	
Purpose of visit	Take Note	
Brand, caliber and number of firearms in visitor's possession	Take Note	
Signature of visitor.	Take Note	

1.8.2 VEHICLES REGISTER/VEHICLES FORMS:

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

Register Requirements	Action by bidder	Initial
Date of visit	Take Note	
Admission and exit time of visitor to and from the site	Take Note	
Surname and initials of driver	Take Note	
Home or work address of the driver	Take Note	
Registration number of the vehicle	Take Note	

Name of person to be visited	Take Note	
Purpose of visit	Take Note	
Number of passengers	Take Note	
Brand, caliber and number of firearms in the vehicle	Take Note	
Signature of driver.	Take Note	

1.8.3 **STORAGE OF PEDESTRIAN AND VEHICLE REGISTER AND FORMS:**

The Bidder must store the fully completed pedestrian and vehicle registers and forms for a period of twelve months.

1.9 **NOTE/ POCKETBOOKS:**

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

REQUIREMENT: During their turns of duty all security personnel must wear a pocketbook on their persons.

The following information must be noted down in the pocketbook:

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

Pocketbook Requirements:	Action by bidder	Initial
Reporting on and off duty,	Take Note	
Time of occurrence or event,	Take Note	
Extent of occurrence or event,	Take Note	
Relevant occurrence-book serial number with due allowance for paragraph 4.1.22 below.	Take Note	

1.9.1 **COPYING INTO OCCURRENCE-BOOK:**

All relevant information noted down in pocketbook must immediately or directly after return from a patrol or a shift, be copied into the occurrence-book.

1.9.2 **STORAGE OF POCKETBOOK:**

- The bidder must store the fully entered pocketbook for the duration of the contract and a further 12 months thereafter.

1.10 **EMERGENCY INFORMATION**

- The Director must ensure that **all emergency procedures and Emergency Services (Fire Department, South African Police, Ambulance Service, Closes Hospital, etc.) phone number must be made available to all Security Supervisors and Security Officers** allocated to the site.

1.11 **SITE INSTRUCTIONS**

a) **PURPOSE:**

- The purpose of the site instructions is to serve as proof, at all reasonable times, and that all personnel who should be on duty per shift, are indeed on duty.

b) **DRAWINGS UP A DUTY-LIST:**

- Daily, weekly or monthly site instructions of all security personnel on duty must be drawn up by the contractor and kept in the security control office of each site where such service is rendered.

c) **CHANGES TO THE DUTY-LIST:**

- Any changes to the site instructions shall be crossed out by a single line, initialed, dated and noted in the occurrence-book.

1.12 DUTY SHEET:

PURPOSE:

- 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.
- The bidder must avail at the site a fully expounded duty sheet per duty point.
- The supervisor must make daily contact with the departmental representative at the site in order to verify and handle mutual complaints, problems, bottlenecks and requests concerning the rendering of service. At least once a month formal discussion must be held and minutes of which must be kept by the departmental representative.

No security personnel may be allowed to do continuous duty for longer than twelve hours.

1.13 LOST ARTICLES:

DEFINITION:

- Lost articles are articles found at the site and for which ownership cannot be established immediately. These articles must be handed in at the control or guard room.
- All lost articles handed in at the control room must be recorded in the occurrence-book, after which they must be handed to the departmental representative immediately.
- No deliveries by any person will be received at the control or guard room. The necessary arrangements must be made through the departmental representative.

1.14 LABOUR UNREST INCIDENTS:

DEFINITION:

- When the Department's personnel on the site or the security personnel engage in illicit personnel practices such as unlawful strikes, unrest and intimidation.

LABOUR UNREST AT THE SITE:

- If the service is interrupted or temporarily deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond

the control of the contractor, the parties must come to an agreement on the methods to ensure continuation of the security services.

1.15 CHECKING OF SERVICE:

- Checking of service shall be done by on site supervisory staff at the site at least twice during a 24-hour period and by the Area/Project Manager himself at least on a weekly basis. If the service is unsatisfactory the director(s) and/or Managing Member must intervene with the checking of service. Proof of checking must be done by recording the visit in the occurrence books.
- The State reserves the right to check the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.
- The State reserves the right to require from the Director, that any of his employees be replaced, in which case the employee must leave the site forthwith. The State will not be held responsible for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses.

NOTE: The departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.

- The contractor will be held liable for any damage or loss suffered by the State, as a result of the contractor's own or his employees' negligence or intent which originated from the service rendered at the site.
- The State will not be liable for any loss or damage of any nature to any of the contractor's properties or any items kept at the State's sites, only in cases where negligence can be proved by the service provider and the loss originated as a result of negligence or intent on the part of the State.

The State is indemnified against any liability, compensation or legal expenses in respect of the following cases: The contractor will be notified in writing of the particulars of each claim he is liable for:

- Loss of life or injuries which might be sustained by the security personnel during the execution of their duties.
- Damage to or destruction of any equipment or property of the contractor during the execution of their duties.
- Any claims and legal costs which might ensue from the failure by or acts committed by the security personnel against third persons, which acts include illicit frisking, illicit arrests and other illicit or wrongful deeds.

1.16 INSURANCE (PUBLIC LIABILITY / PROFESSIONAL INDEMNITY)

- The service provider must, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations.
- A copy of such insurance contract must be handed to the departmental representative on commencement of the service.
- Evidence that such insurance premiums have indeed been paid, must be furnished annually, the State would have the right to ensure compliance on a monthly basis. The contractor must furnish the State with details of the Insurance Company and the policy.

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

- No housing will be provided.

1.17 TRAINING AND SITE INDUCTION

- The contractor is responsible for the training of his personnel at the site in respect of the application of the guideline of the emergency plan applicable for the specific site.

1.18 KEY CONTROL

- All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions, will be provided.

1.19 CLEANLINESS OF GUARD/SECURITY ROOMS

- The contractor's personnel must at all times refrain from littering and must at all times keep the grounds and buildings occupied by keeping them clean, hygienic and neat. If dogs are used, the contractor at the end of each shift shall remove dogs' faeces.
- The service provider and its officials shall be responsible for cleaning in and around the guard/security rooms supplied by the Department. If the service provider do not comply he/she will be liable for a fined.
- Any damage caused by the service provider and its officials to Departmental property (guardrooms, etc.) of which the service provider will then be the responsible for cost and repair of such property.

1.20 TRADING ON DEPARTMENTAL PROPERTY

- Under no circumstances shall security service provider and its officials be allowed to carry out any trading on Departmental property.

1.21 DISPLAY OF SIGNS AND OBJECTS

- The bidder shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or against State buildings or sites or any part thereof without written permission. The contractor shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable.
- Any sign, printed matter, painting name plate advertisement, article or object displayed without written consent, or which is regarded as objectionable, or undesirable will immediately be removed. The contractor shall be held responsible for the costs of such removal.

1.22 PRO-RATA DECREASE OF PAYMENT:

- If at any time the service is not rendered in accordance with the conditions of contract or the specification (for example number of guards are incomplete), the right is reserved to adjust payment pro-rata.

4.2.29.1

- Similarly, no departure from or breach of or failure to comply with any of the conditions shall be deemed to be a condonation, waiving or ratification of such departure, breach or failure to comply unless such condonation, waiving or non-fulfillment has been agreed to in writing, by the Department.

1.23 TERMINATION OF SERVICE TO NON-COMPLIANCE

- The stipulations of the General Conditions of Contract apply in particular to cases of any failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.
- The contract will be terminated immediately should the contractor no longer qualify as security service provider in terms of the Private Security Industry Regulatory Act (Act 56 of 2001) as amended.
- In the case that any of its employees no longer meet the qualifications or conditions of the Security Officers Act, 1987 (Act 92 of 1987) and the Private Security Industry Regulatory Act (Act 56 of 2001) as amended, the contractor must immediately remove from the site and replace these employees and notify the Department.
- Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent with the Department.
- Should the contractor alienate his rights and liabilities in terms of this contract, he must notify DWS immediately so that the necessary steps for the cession of the contract can be taken.

2. PARTICULAR SITE SPECIFICATIONS

Note: This site specification must be read in conjunction with the TERMS OF REFERENCE AND SPECIAL CONDITIONS OF CONTRACT. All the under mentioned paragraphs referred to the standard and Special Conditions of Contract

2.1 SERVICES REQUIRED

RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS, KIMBERLEY FOR THE PERIOD OF FIVE (05) MONTHS: MAIN ACCOUNT

2.2 TYPE AND NUMBER OF SECURITY PERSONNEL

- The Private Security Service Provider (PSSP) shall supply the number of guards required by the Department of Water and Sanitation for the duration of this agreement. As specified in the pricing schedule and or as per purchase order. The contractor must agree to the number of guards needed.
- The bidder must also take note that due to uncertainties with regards to construction and labour related incidents of construction projects; the number of guards per this bid may increase or decrease from time to time due to opening of new and closing at completion of construction works as deemed necessary by the Department of Water and Sanitation provided that mutual agreements have been entered into.
- The validity of the contract will in no way be affected by the differences between the quantities in the Pricing Schedule and the quantities finally certified for payment.

2.3 REQUIREMENTS FROM SUCCESSFUL BIDDER

- Once the successful bidder is informed about his appointment and a purchase order placed for his services, he/she will be required to submit the following documentation immediately or within 21 days, for approval by the Contract Manager of Department of Water & Sanitation.

2.4 PRIVATE SECURITY SERVICE PROVIDER'S RESPONSIBILITIES

- The Private Security Service Provider (PSSP) shall be responsible for the transportation of all guards to and from the premises.
- The Private Security Service Provider (PSSP) shall comply with the safety regulations as prescribed in the Occupational Health and Safety Act, Act 85 of 1993, Department of Water & Sanitation Security Policy and other related Acts and regulations.
- The Private Security Service Provider (PSSP) shall be responsible to equip his employees with the necessary Personal Protection Equipment (PPE) in areas where construction is taking place.
- Security Officers as required above must be to execute access control, searching on all main security points, frequent (hourly) patrolling of all areas, escort contractors and visitors, monitor activities and report crime related activities and enforce access control in terms of Control of Access to Public Premises and Vehicles Act, Act 53 of 1985 (as amended)
- The Department of Water and Sanitation reserves the right to evaluate the competency of any security personnel supplied on the contract at any given time and without prior notice to the contractor.
- The Department of Water and Sanitation reserves the right to inform the Private Security Service Provider (PSSP) to remove any supplied guard whose presence does not enhance or promote good relations. The Department will not be obliged to provide reasons for the removal of any personnel but will always act in good faith.
- The Private Security Service Provider (PSSP) shall provide security services in the form of static and patrolling guards and security officers to the standards prescribed in the Act, regulations and other provisions of this agreement.
- Despite the grade of an officer, the Private Security Service Provider (PSSP) shall make available a senior manager of the company (Director) for liaison with the Security Coordinator or his/her delegated officer.
- The Private Security Service Provider (PSSP) will be responsible for the implementation and maintenance of appropriate security measures and emergency procedures as approved by the Department of Water and Sanitation.
- The Department of Water and Sanitation will evaluate the performance of the contractor from time to time and the Private Security Service Provider (PSSP) will be informed of the outcome of such an evaluation, on receipt of the evaluation report, the Private Security Service Provider (PSSP) shall address, correct or remedy any shortcomings identified during the evaluation.
- The Private Security Service Provider (PSSP) shall supply Security Officers according to the Department of Water and Sanitation requirements (as per specifications) and submit to the contract manager for approval, the names, qualifications, identity copies. The Department of Water and Sanitation will observe relevant legislation in its conduct requirements and behave in good faith.

- The Private Security Service Provider (PSSP) personnel shall while on duty be accountable to the Security Coordinator but shall remain at all times the employee of the contractor.
- The Private Security Service Provider (PSSP) shall ensure that his personnel co-ordinate fully to provide the services to the Department of Water and Sanitation's satisfaction and comply with the working procedures set out by the contract manager.
- No sub-contractors may be appointed under this contract as per PSIRA Act.
- The Private Security Service Provider (PSSP) shall provide continuous related training, in-service and training to his personnel at his cost.
- All training shall be presented by a registered and accredited training institution and shall be documented properly. These documents shall be accessible to the Department of Water and Sanitation when required.
- The Private Security Service Provider (PSSP) must ensure that the Security Manager or Supervisor is trained in Incident Investigation and report writing. Proof of the relevant training must be provided.
- The Private Security Service Provider (PSSP) must report all incidents to the Safety and Security Coordinator before the end of the shift. The preliminary incident report regarding the incident must be provided within 24 hours after the incident and a full report as soon as the investigation is completed, and the report is available not exceeding 14 days.
- The Private Security Service Provider (PSSP) must supply the Department of Water & Sanitation with the results of the polygraph test, of security officers in case of serious incidents on request as part of the investigation process.
- It shall be the PSSP responsibility to fully comply with the provisions of the Firearms Control Act, Act 60 of 2000 and the specific Regulations of 2004 pertaining to the Firearms Control Act. The PSSP is to ensure that all firearms which are to be utilized during the services period is stored as in accordance with the guidelines of the said Act; guards are to be trained by an accredited approved training service provider.
- All the firearms of the PSSP must be registered in the name of the company; the PSSP must ensure that the guards are supplied with valid firearm permits for each shift undertaken. The PSSP must keep record of all relevant documentation with regard to the firearms, firearms permit, and competency training certificates for the use of firearms for audit purposes by the department's representative. The PSSP must take note that should the company or its security officers not comply with the provisions of the said Act and regulations, the department has the right to stop the services or to abscond the services with immediate effect and report to the nearest SAPS.
- The Private Security Service Provider (PSSP) shall ensure that all DWS facilities being utilized by the security officers employed by the company, for example guardhouses, bathrooms, etc., is kept clean and in a good presentable condition. Damages to DWS facilities being utilized by security officers shall be the responsibility of the PSSP.

2.5 LIABILITIES

- 2.5.1 The Private Security Service Provider (PSSP) shall be held liable for any damage or loss suffered by the State or Sub-Contractors, as result of the Private Security Service Provider (PSSP)'s own or his employees' negligence or intent that originated at the site relating to security breaches and/or poor service delivery.

- 2.5.2 The Department will NOT be liable for losses or damages to Private Security Service Provider (PSSP) properties, or any items kept at the State's sites, in cases where the loss originated as a result of negligence or intent on the part of the State.
- 2.5.3 The Private Security Service Provider (PSSP) will be liable for loss of life or injuries, which might be sustained by the security personnel during execution of their services
- 2.5.4 The Department is indemnified against any liability, compensation or legal expenses in respect of the above-mentioned cases: The Private Security Service Provider (PSSP) will be notified in writing of the particulars of each claim he is liable for.
- 2.5.5 Damage to or destruction of any equipment or property of the Private Security Service Provider (PSSP) during the execution of his/her duties remains the responsibility of the Private Security Service Provider (PSSP).
- 2.5.6 The Private Security Service Provider (PSSP) will be liable for any claims and legal costs which might ensue from the failure by, or acts committed by the Security Personnel of the Private Security Service Provider (PSSP) against third persons, which acts include illicit frisking, illicit arrests and other illicit or wrongful deeds.
- 2.5.7 The Private Security Service Provider (PSSP) shall, at his own expense, take out sufficient insurance against any claims; costs, loss and/or damage due to his/her staff negligence ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.
- 2.5.8 The Private Security Service Provider (PSSP) may not, unless otherwise specified, make use of any of the State's equipment, aids and/or property, for purpose of compliance with the conditions, which equipment and aids and/or property include *inter alia* vehicles, stationary, firearms, rooms and furniture.
- 2.5.9 The Private Security Service Provider (PSSP) 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.
- 2.5.10 All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions, will be provided.
- 2.5.11 The Private Security Service Provider (PSSP) personnel shall at all-time refrain from littering and shall at all-time keep the grounds and buildings occupied by them clean, hygienic and neat. If dogs are used, the Private Security Service Provider (PSSP) at the end of each shift shall remove their droppings.
- 2.5.12 Under no circumstances are Security Personnel allowed to carry on any trading during periods of service execution.
- 2.5.13 The Private Security Service Provider (PSSP) shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article and/or object of any nature whatsoever, in, or to State Buildings or sites or any part thereof without written consent. The Private Security Service Provider (PSSP) shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable.
- 2.5.14 Any sign, printed matter, painting, name plate advertisement, article or object displayed without written consent or which is regarded as objectionable, or undesirable will immediately be removed. The Private Security Service Provider (PSSP) shall be held responsible for the costs of such removal.

2.6 RATES

The monthly rates to be filled in the pricing schedule should include all costs. The costs include wages, housing, transport, clothing, overhead costs, profit margin and all other foreseen or unforeseen items.

2.7 PAYMENT

Payment will be made once every month. The payment will be made for a period from 1st day of month to last day of the month. Payment will be made in Rand. A tax invoice clearly stating the amount of hours worked per month should be produced to the client. **The number of hours will be supported with the completed duty list per position.** Payment will be done within 30 days of receipt of invoice by depositing the payment directly into the bank account of the successful bidder. No cash payments or cheque payments will be done.

2.8 LIABILITY AND INDEMNITY

Department of Water & Sanitation is indemnified from and not liable for any claim/s, injury, loss, omission by or to any of the Private Security Service Provider (PSSP) personnel, whether direct, indirect, consequential, or otherwise that may have resulted directly or indirectly through any negligent or wrongful act, omission, error of any kind or nature on the Department of Water and Sanitation part, its employees or agent.

The Private Security Service Provider (PSSP) indemnifies the Department of Water and Sanitation against any claim that may be made by any third party against the contractor emanating from this contract.

The Private Security Service Provider (PSSP) shall submit an insurance cover certificate to the Department of Water and Sanitation within 30 calendar days of receiving the Letter of notification to Bidders from the Department of Water and Sanitation.

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

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 anything 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 ancillaries 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 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
 - 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 organization acting on behalf of the Department.

- 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 8 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 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' 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 fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the 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 contract 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 cancelling 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 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 antidumping 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 wilful 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 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.

GCC (revised July 2010)

35. SPECIAL CONDITIONS OF CONTRACT

- The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- The Bid must be strictly in accordance with the conditions and specifications contained herein.
- If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- Failure to sign all relevant places shall invalidate your bid (SBD1, SBD 3.2, SBD 4, and SBD 6.1 or 6.2 and SCC)
- All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- If you are not a registered supplier with the Department of Water and Sanitation, please complete the
- supplier registration forms and banking details, supplier registration forms are available at Departmental.
- website, www.dwa.gov.za
- Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified.
- The DWS reserves the right to not make an award on any of the responses to this Bid.
- The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- All bid documents should be hand delivered and deposited into the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- Only signed, original documents will be accepted.

12. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

SPECIAL CONDITIONS OF CONTRACT

Item	Data	Take Note by Initialing
Delivery and documents	Invoices submitted for payment must be verified and signed and should be supported by timesheets/salary advice signed by the appointed security officers. These documents will be signed for as received on delivery by a designated person.	Note by Initialing
Insurance	It shall be the bidder's responsibility to submit Public Liability insurance of which the insurance must cover to at least the minimum value of 5 million rand each. The validity of these insurances must cover the period upon which the services will be rendered. All losses incurred by the Department as a result of failures occurred within compliance or breach of contract shall be claimed from the successful bidders. The Department reserves the right to verify the validity of the above-mentioned insurances on a monthly basis or as otherwise agreed.	Note by Initialing
Transportation	An all-inclusive price is required, thus means that the bidders will not submit a quotation/invoice where transportation as a separate item however should be built into the total costs of services to be rendered.	Note by Initialing
Incidental Services	The supplier may be required to enter or provide any or all of the following services, including additional services connected therewith, (SLA, SOP and Site specifications)	Note by Initialing

Payment	Payment will be made in Rand.	Note by Initialing																		
Prices	Only price adjustments as determined by the PSIRA or initiated by the department <u>will</u> be allowed.	Note by Initialing																		
Settlement of Disputes	Disputes shall be resolved by way of negotiation failing which the matter shall be referred for mediation, conciliation and then arbitration as agreed by the parties.	Note by Initialing																		
Applicable law	The contract shall be governed and interpreted in accordance with South African laws.	Note by Initialing																		
Termination of contract	The parties shall have a right to terminate this agreement after thirty days written notice has been served to the other party.	Note by Initialing																		
Non-firm Bid Formula	<p>Take note that this is a “non-firm bid” and the below formula must be completed. Failure to complete the below formula in paragraph 12.14.1 <u>numbered a, b, c and d</u> will invalidate your bid.</p> <p>Escalation formula:</p> $(1-x) \left[a \frac{St}{So} + b \frac{Tt}{To} + c \frac{Ct}{Co} + d \frac{Ot}{Oo} - 1 \right]$ <p style="text-align: center;">X = 0,15</p> <p>Failure to complete areas (a, b, c and d) in the gray shaded columns in percentage figures to add up to 100% will invalidate the bid</p> <table border="1"> <thead> <tr> <th>Components</th><th>Portion (fraction) of price</th><th>Index Series P0141.1 TABLE</th></tr> </thead> <tbody> <tr> <td>S = Salaries/Wages</td><td>a =</td><td>21</td></tr> <tr> <td>T = Transport</td><td>b =</td><td>16</td></tr> <tr> <td>C = Clothing and Footwear</td><td>c =</td><td>16</td></tr> <tr> <td>O = Overheads</td><td>d =</td><td>26</td></tr> <tr> <td></td><td>100 %</td><td></td></tr> </tbody> </table>	Components	Portion (fraction) of price	Index Series P0141.1 TABLE	S = Salaries/Wages	a =	21	T = Transport	b =	16	C = Clothing and Footwear	c =	16	O = Overheads	d =	26		100 %		Note by Initialing
Components	Portion (fraction) of price	Index Series P0141.1 TABLE																		
S = Salaries/Wages	a =	21																		
T = Transport	b =	16																		
C = Clothing and Footwear	c =	16																		
O = Overheads	d =	26																		
	100 %																			

2.3 SPECIAL CONDITIONS OF CONTRACT FOR SECURITY SERVICES

BIDDERS ARE EXPECTED TO TAKE NOTE OF THE BELLOW BY INITIALLING

2.3.1 GENERAL CONDITIONS

ITEM	DATA	Take Note by Initialing and marking	
1.	It is expected that the Contractor shall pay his/her employees at least the minimum monthly basic wage, as prescribed for the area concerned according to, Sectorial Determination 6: Private Security Sector in terms of Section 51(1) of the Basic Conditions of Employment Act, Act 75 of 1997 (Government Gazette no 20933 dated 25 February 2000). Proof of this should be provided to the Department for the duration of the contract on a monthly basis.		
		Note by Initialing	
2.	For the purpose of this contract, use will be made of the specified Grade Security Officers, as defined in the Basic Conditions of Employment Act, Sectorial Determination 6: Private Security Sector.		
		Note by Initialing	
3.	The award of this contract is subject to the clearance of all prospective bidders by the State Security Agency (SSA). In the event that SSA does not clear the bidder scoring the highest number of points the award of the bid may in terms of Regulation 9 of the Preferential Procurement Regulations (2011), be awarded to a bidder that did not score the highest number of points.		
		Note by Initialing	
4.	Are you, the company or close corporation and every director of the company or every member of the close corporation, registered in terms of Sections 10(1)(a) and 10(1)(b) of the Security Officers Act, 1957 (Act 92 of 1987) and the Private Security Industry Regulations Act, 2001 (Act 56 of 2001)? Attach proof of registration. (Company PSIRA Reg. No: _____)		
		Note by Initialing	
5.	The Department reserves the right to appoint more than one bidder for this contract. The successful bidder must comply with all requirements and specifications as listed in this bid.		
		Note by Initialing	
6.	The Department reserves the right not to accept offers of bidders not registered as a security service provider or security officers with the Private Security Industry Regulatory Authority (PSIRA).		
		Note by Initialing	
7.	Are all your employees registered as Security Officers in terms of Private Security Industry Regulatory Authority (Act 56 of 2001)? Are all your employees trained according to the training required by the Private Security Industry Regulatory Authority (PSIRA)?		

	<p>If so, did you attach a printout list of all your personnel or Security Officers registered by you with PSIRA to this bid?</p> <p>NOTE: Section 21 (1) of the abovementioned Act determine that a contract "which is inconsistent with a prohibition contained in paragraph (a) or (b) of subsection (1), shall to the extent to which it is so inconsistent, not be of force."</p>	<p>Note by Initialing</p>	
8.	<p>Is the offer strictly in accordance with the conditions and specifications?</p> <p>If not in accordance with the specification, furnish the deviations.</p>	<p>Note by Initialing</p>	
9.	<p>Period required for commencement with service after acceptance of bid.</p> <p>Bidders must be in the position to assume duty within 30 days after the awarding of the bid.</p>	<p>Note by Initialing</p>	
10.	<p>Are you registered in terms of section 23(1) or 23(3) of the value Added Tax Act, 1991 (Act no 89 of 1991)?</p> <p>If so, state your VAT registration number:</p> <p>_____</p>	<p>Note by Initialing</p>	
11.	<p>Has full particulars, namely index series, index, base date and figures, components out of which the bid price is made up and the weights allotted to that as well as the firm part of the bid price been furnished as required in the pricing schedule in Annexure 10?</p>	<p>Note by Initialing</p>	
12.	<p>Please note that the Department is not obliged to accept the lowest or only bid received. Bids will be evaluated according to the attached criteria of the Department of Water and Sanitation.</p>	<p>Note by Initialing</p>	
13.	<p>The bidder shall, in order to secure the continuity of the service, in the application of the security measure, allocate specific personnel for the service on the site. Exchange of personnel without the consent of the Departmental representative would not be permissible under this contract.</p>	<p>Note by Initialing</p>	
14.	<p>Have you furnished all particulars as called for in paragraphs 3 and 4 of the Conditions of Bid?</p>	<p>Note by Initialing</p>	
15.	<p>The Parties agree that due to operation requirements and the uncertainties thereof, Security operations may vary from time-to-time regard had to DWS' events management; deployment of emergency services for threats; cluster activities and construction works. As a result, thereof the number of sites and security guards may be required to be increased or decreased from time to time due to, completion or closing and opening of new projects as deemed necessary by the DWS. The changes will be communicated timeously to the Service Provider Management by the DWS and both Parties will endeavour to reach an amicable agreement.</p>	<p>Note by initialing</p>	
16.			

	Firearms to be used must be at least 9mm pistols, 38 revolvers and shotguns. All firearms to be utilized for this contract must be registered in the service provider's name.		Note by Initialing
--	---	--	--------------------

2.3.2 ADMINISTRATIVE CAPABILITIES

1.	Offices as per PSIRA regulations and requirements		
			Note by Initialing
2.	Training Center		
			Note by Initialing

2.3.3 EMPLOYMENT REQUIREMENTS

1.	Minimum academic requirements: Security Directors Grade A/B) Security Supervision (GRADE B) and Matric /Grade 12 Certificate Security Guards (C) At least Grade 10		
			Note by Initialing
2.	Language requirements: English literate (i.e. English and Ethnic languages)		
			Note by Initialing
3.	South African Polices Service Clearance Certificate		
			Note by Initialing
4.	Company Registration as per Private Security Industry Regulatory Act (Act 56 of 2001)		
			Note by Initialing
5.	Director(s) and/or managing members registration as per Private Security Industry Regulatory Act (Act 56 of 2001)		
			Note by Initialing
6.	Security supervision and guards' registration as per Private Security Industry Regulatory Act (Act 56 of 2001)		
			Note by Initialing
7.	Age requirements: (Minimum age -18 years / Maximum age - 50 years)		
			Note by Initialing

8.	Employment/Deployment of Non-South Africans guards in the Departmental premises is completely not allowed.	Note by Initialing	Formatted Table
----	--	--------------------	-----------------

2.3.4 CORPORATE UNIFORM

1.	Shirts / Blouses		
		Note by Initialing	
2.	Trousers / Skirts		
		Note by Initialing	
3.	Boots / Shoes		
		Note by Initialing	
4.	Socks / Pantyhose's		
		Note by Initialing	
5.	Belts		
		Note by Initialing	
6.	Jerseys		
		Note by Initialing	
7.	Coats / Jackets / Wind Breakers		
		Note by Initialing	
8.	Raincoats / Ponchos		
		Note by Initialing	

2.3.5 STANDARD EQUIPMENT

1.	Baton		
		Note by Initialing	
2.	Handcuffs per security officer		
		Note by Initialing	
3.	Whistle per security officer.		
		Note by Initialing	

4.	Occurrence book, Pocketbook and pen per security officer		
		Note by Initialing	
5.	Flashlight / Torch		
		Note by Initialing	
6.	Company Identity / PSIRA Registration Card		
		Note by Initialing	
7	Communication devices (appropriately certified PTT Radios for Communication and patrol systems (Summery report to be provided) cellphone for back-up in good working condition with airtime and data		
		Note by Initialing	
8	Handheld Metal Detector Scanners		
		Note by Initialing	
9	Taser / Shock stick		
		Note by Initialing	
		Note by Initialing	

2.3.8 COMMUNICATIONS

1.	Hand-held radios or communication device(s)		
		Note by Initialing	
2.	PTT Radio		
		Note by Initialing	
3.	Telephone System (Telkom Landline / Fax line)		
		Note by Initialing	
4.	Cellular Telephones		
		Note by Initialing	
5.	Logging and Recording Reports		
		Note by Initialing	
6.	Logging and Recording Documentation		
		Note by Initialing	

The bids will be evaluated in line with the following criteria:

PHASE ONE: ADMINISTRATIVE COMPLIANCE

Bidders are required to comply with the following listed below:

No	Criteria		NNo
1	Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.		
2	Tax compliant with SARS (to be verified through CSD and SARS).		
3	sign and submit SBD1, SBD3.2, SBD4, SBD6.1,		

PHASE TWO – MANDATORY COMPLIANCE

Bidders must submit the following mandatory documents:

MANDATORY EVALUATION	COMPLIANT	NON-COMPLIANT
The company's registration certificate with PSIRA (Valid Certificate) as a Security Service Provider.		
All Company director(s) PSIRA registration certificate(s). (Valid Certificate(s)).		
Valid company PSIRA letter of good standing not older than 3 months.		
Director(s) copies of identity documents		
Valid Letter of good standing from Compensation for Occupational Injuries and Diseases Act 130 of 1993 from the Department of Employment and Labour in the name of the Company or and Close Corporation (Security Industry) / Valid Letter for Tender purposes from the Department of Employment and Labour.		
Proof of insurance (Public Liability Cover) to the minimum value of 1 million rand in the name of the company and/or Close Corporation or Quotation of insurance/Letter of Intent		

PHASE THREE: – TECHNICAL EVALUATION

The bidder is expected to achieve a minimum required score of 65% for functionality in order to qualify to the next phase. Bids that do not meet the minimum required score will be disqualified.

The Functional/Technical criteria are:

Bidders will be evaluated in the following manner:

EVALUATION CRITERIA			WEIGHT
PAST COMPANY EXPERIENCE: This refers to the number of years of experience of the bidder to undertake the scope of work outlined in this quotation. A proven track record with 3 signed reference letters and/or appointment letter from previous / current clients of security guarding services experience (clearly reflecting company name, contact number, contract duration with start and end date, contract value). Company experience in security industry measured as per below, i.e. score x 5 = points			25
Number of years	Score	Value	
4 years and above	5		
3 – 4 years	4		
2 – 3 years	3		
1– 2 years	2		
0 - 1 year	1		
CONTROL ROOM: Attach the following: <ul style="list-style-type: none"> • Proof of address • PSIRA qualification • Control room certificate of the operator. • Sworn affidavit for control room confirming information for bullets a) to d). Measured as per below, i.e. score x 5 = points			25
Availability of control room	Score	Value	
a) Control room available, fully functional, operating 24/7 manned by competent personnel. Please attach PSIRA qualification and control room certificate of the operator	5		
b) Control room available, fully functional, operating 24/7 manned by competent personnel. Please attach PSIRA qualification of the operator	4		
c) Control room available and fully functional operating 24/7	3		
d) Control room available	2		
e) No control room	1		
IMPLEMENTATION PLAN consisting of the following documents: <ol style="list-style-type: none"> 1. Company profile 2. Deployment plan 3. Operational plan 4. Contingency Plan 5. Communication plan Measured as per below, i.e. score x 5 = points			25
DOCUMENTS	Score	Value	
<ul style="list-style-type: none"> • Communication plan (key points as how will the service provider will ensure effective communication on-site, control room and different stakeholders) • Contingency Plan summarizing key points as to what the service provider will do in crisis / emergency situations such as, but not limited to, staff shortages, strikes, bomb threats, fire, ad-hoc activities. • Operational plan indicating access control procedures, recordkeeping procedures, management of staff and attendance, frequency of site meetings. 	5		

EVALUATION CRITERIA				WEIGHT
<ul style="list-style-type: none">• Deployment plan service provider to indicate on how they are going to deploy security guards on site (provide on-site schedules/duty roster).• Company Profile reflecting resources, services rendered, company experience, PSIRA registration.				
<ul style="list-style-type: none">• Contingency Plan summarizing key points as to what the service provider will do in crisis / emergency situations such as, but not limited to, staff shortages, strikes, bomb threats, fire, ad-hoc activities.• Operational plan indicating access control procedures, recordkeeping procedures, management of staff and attendance, frequency of site meetings.• Deployment plan service provider to indicate on how they are going to deploy security guards on site (provide on-site schedules/duty roster).• Company Profile reflecting resources, services rendered, company experience, PSIRA registration.	4			
<ul style="list-style-type: none">• Operational plan indicating access control procedures, recordkeeping procedures, management of staff and attendance, frequency of site meetings.• Deployment plan service provider to indicate on how they are going to deploy security guards on site (provide on-site schedules/duty roster).• Company Profile reflecting resources, services rendered, company experience, PSIRA registration.	3			
<ul style="list-style-type: none">• Deployment plan service provider to indicate on how they are going to deploy security guards on site (provide on-site schedules/duty roster).• Company Profile reflecting resources, services rendered, company experience, PSIRA registration.	2			
<ul style="list-style-type: none">• Company Profile reflecting resources, services rendered, company experience, PSIRA registration.	1			
SUPERVISORY QUALIFICATION AND EXPERIENCE: Attach copies of Site Manager and supervisor's Curriculum Vitae (clearly indicating number of years of experience in security services, including three contactable references), proof of qualifications and identification document.				
SITE MANAGER AND SUPERVISORS' QUALIFICATION IN THE SECURITY INDUSTRY: Formula: site manager value + supervisor value + site senior = weight				
Qualifications	Score	Site Manager Value	Supervisor Value	25
PSIRA Grade A and Grade 12 or equivalent and a tertiary qualification	5			
PSIRA Grade B and Grade 12 or equivalent and a tertiary qualification	4			
Grade B and Grade 12	3			
Grade B and Grade 12 or equivalent to Grade 12	2			

EVALUATION CRITERIA				WEIGHT
Grade A/B	1			
Experience	Score	Site Manager Value	Supervisor Value	
More than 6 years	5			
Between 4 and 6 years	4			
Between 3 and 4 years	3			
Between 1 and 3 years	2			
Less than 1 year	1			
Qualifications		Score	Site senior on site(team leader)	
PSIRA Grade B, Gr 12 with more than 6 years' experience		5		
PSIRA Grade B, Gr 12 and between 4- and 6-years' experience		4		
PSIRA Grade B, Gr 12 and between 3- and 4-years' experience		3		
PSIRA Grade B, Gr 12 and between 1- and 2-years' experience		2		
PSIRA Grade B, Gr 12 and less than 1 years' experience		1		
SUB TOTAL				100

Bidders are required to attain 65% on functionality to be further evaluated on phase Three (3) preferential point system. Bidders who fail to meet the minimum threshold of 65% shall be disqualified!!!

PHASE FOUR 80/20 PREFERENTIAL POINT SYSTEM

PRICE	80
SPECIAL GOALS	20

Calculations on the points for specific goals

Points will be awarded to a bidder for attaining points on specific goals in accordance with the table below:

EME	6
HDI	4
WOMAN	5
YOUTH	2
DISABILITY	3
TOTAL POINTS	20

DEPARTMENT OF WATER AND SANITATION

BID NO:

**RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF WATER AND
SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS, KIMBERLEY FOR THE PERIOD
OF FIVE (05) MONTHS: MAIN ACCOUNT**

SECTION 3: PRICING SCHEDULE

CONTENTS

- 3.1. PRICING INSTRUCTION
- 3.2. PRICING SCHEDULE (ANNEXURE 10)

Formatted: Left

3.1 PRICING INSTRUCTION

3.1.1 GENERAL

The Pricing Schedule forms part of the Contract Documents and must be read and priced in conjunction with all the other documents which include the Conditions of Contract, Special Conditions of Contract, and the Specifications.

3.1.2 OPERATIONAL REQUIREMENTS AT DEPARTMENTAL PREMISES AND PROJECT

Due to operational requirements and the uncertainties thereof security operations may vary from time to time. Departmental premises and projects specified in the Pricing Schedule are subject to change during the execution of the work due to the opening of new offices and projects; and closing at completion of these projects and/or construction works.

3.1.3 SECURITY QUANTITIES REFLECTED IN THE SCHEDULE

The security quantities given in the Pricing Schedule are estimated only, and subject to change during the execution of the work. The Quantities given in this document cannot be guaranteed and will vary from time to time due to opening of new and closing at completion of construction works.

The validity of the contract will in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment.

3.1.4 PRICING OF THE SCHEDULE (ANNEXURE 10)

The unit rates to be filled in the Pricing Schedule should include all costs. All rates and amounts quoted in the Pricing Schedule shall be in Rand and shall include VAT.

The price per month must include all costs, e.g., salaries, uniforms, transport, accommodation, insurance premiums, etc. No additional cost will be paid if not included in the price per month amount.

It should be noted that during the pricing process the bidder must comply with the amendments of Sectoral Determination Six (6): Private Security Sector amended annually on 1 September each year as specified under Basic Conditions of Employment Act, No 75 of 1997.

3.1.5 CORRECTNESS OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initiated by the Bidder.

It must be noted that incorrect entries and/or calculations of the unit rate, monthly, annual and total contract pricing may invalidate the bid.

3.1.6 IMPORTANT TO NOTE THE FOLLOWING ON COMPLETION OF PRICING SCHEDULE WHICH IS COMPULSORY FOR FULL COMPLETION

3.1.7 DEPARTMENT OF WATER & SANITATION: NORTHERN CAPE KIMBERLEY PROVINCIAL OPERATIONS



PRICING SCHEDULE

Table 1

	Grade C Night Shift Security (Including relief security officer)	Grade B Night Shift Security (Including relief security officer)	Grade C Day Shift Security (Including relief security officer)	Grade B Day Shift Security (Including relief security officer)
(A): BASIC COST PER MONTH				
Basic monthly salary	R	R	R	R
Provident fund (monthly)	R	R	R	R
Statutory annual bonus (monthly)	R	R	R	R
UIF (Monthly)	R	R	R	R
COIDA (Monthly)	R	R	R	R
SUB TOTALS PER MONTH (SUM OF ABOVE) (A)	R	R	R	R
(B): OTHER DIRECT COSTS AS PER PSIRA STRUCTURE SECTORAL DETERMINATION PER MONTH				
Sunday premium	R	R	R	R
Public Holiday premium	R	R	R	R
Leave Provision	R	R	R	R
Sick pay	R	R	R	R
Nightshift Allowance	R	R	R	R
Study leave	R	R	R	R
Family Responsibility	R	R	R	R
PSIRA "Per SO" fees	R	R	R	R
Sets of Uniform	R	R	R	R
Hospital Cover	R	R	R	R
Bargaining Council Levy	R	R	R	R
Long Service Bonus (5 Years average)	R	R	R	R
Training (Skill Development Levy)	R	R	R	R
Cleaning Allowance	R	R	R	R

TOTAL COSTS PER MONTH PER GUARD EXCLUDING VAT (SUM OF ABOVE) (A+B)	R	R	R	R
TOTAL COST PER GUARD X 05 MONTHS	X 05 MONTHS	X 05 MONTHS	X 05 MONTHS	X 05 MONTHS
COSTS EXCLUDING VAT (Total cost for 05 months to be multiplied by number of guards on the below table 2 day and night) to be carried to table 2 (sum of Day shift and sum of Night Shift)	R	R	R	R

The pricing schedule must comply with the Private Security Industry Regulatory Authority Guidelines. Relief Security guard is a permanent employee.

Table 2

	FIVE (05) Months Cost	Total cost for FIVE (05) Months
(A) 1x Grade C Night Security PLUS 1x Grade B Night Shift supervisor from table 1 Guard (From 18:00 to 06:00) Total Cost excluding vat	R	R
(B) 3x Grade C Day Security Guard PLUS 1x Grade B Day Shift supervisor from table 1 (From 06:00 to 18:00) Total cost excluding Vat	R	R
(C) *Overheads cost excluding VAT	R	R
(D) VAT	R	R
Total cost including Overheads & VAT (A + B + C+ D)	R	R

* Overheads cost must be broken down as prescribed by PSIRA which must include supervision of work by the Service Provider and other overheads cost which are important according to PSIRA.

N.B: The above Grade C and B salaries should be implemented accordingly.

DEPARTMENT OF WATER AND SANITATION

(Non-firm Bid)

BID NO:

RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS, KIMBERLEY FOR THE PERIOD OF FIVE (05) MONTHS: MAIN ACCOUNT

3.2 PRICING SCHEDULE

RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS, KIMBERLEY FOR THE PERIOD OF FIVE (05) MONTHS: MAIN ACCOUNT

NB : USE INK PREFERABLY BLACK TO FILL IN THIS FORM

NAME _____ OF _____ BIDDER:

VALIDITY: 90 DAYS

3.2.1. GENERAL DESCRIPTION OF WORK AND SCHEDULE OF GUARDING SERVICES

Rendering of continuous armed & unarmed security guarding services as follows:		
Standard rules which is to be taken into account when pricing done for the services to be rendered. The bidder must write "Take Note" in the empty spaces under the "Take Note" column.		
No :	Standard services requirement	Initial page
a	Weekdays: Monday to Friday 24-hour shifts (Starting Monday at 06h00 AM until Saturday 06h00 AM)	
b	Weekends: Saturday to Sunday 24-hour shifts (Starting Saturday at 06h00 AM until Monday 06h00 AM)	
c	National Holidays: Service to be rendered as per weekend's description which is a 24-hour guard service	
d	Day Shift: Starting at 06h00 AM until 18h00 PM	
e	Night Shift: Starting at 18h00 PM until 06h00 AM	

f	Security Aids: The bidder must ensure that the Supervisors and Guards as per the specification are equipped with company uniform and equipment such as firearms and licenses, torches, two way hand held radios' for on-site communication and to contact the PSSP control room, occurrence books and pocket books and all other security equipment as per the PSIRA requirements.	
g	Branded Patrol Vehicle: The bidder must ensure that a branded patrol vehicle is available at all time for the full duration of the contract.	

3.2.2. SPECIAL CONDITIONS OF WORK AND SCHEDULE OF GUARDING SERVICES

Special rules and conditions which is to be taken into account when pricing done for the services to be rendered. The bidder must write "Take Note" in the empty spaces under the "Take Note" column.		
No :	Special services requirement	Take Note
a	It is crucial that the bidders must know that it is expected that the successful bidder will be required to render armed and unarmed security guarding services at Departmental premises for the period as specified in the bid document.	
b	LOCAL EMPOWERMENT: The successful Bidders who are appointed to render services are encouraged to consider extensive recruitment in the local area, more especially for the guards other specialized field can be sourced accordingly.	

It is imperative that Unit prices must be in line with the Department of Labour's Sectorial Determination 6: Minimum Wages for Security Sector al PSIRA Illustrative Pricing Schedule. Bidders must take note of the Annual Amendments of the PSIRA prices in September of each year.

DEPARTMENT OF WATER AND SANITATION

BID NO:

RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS, KIMBERLEY FOR THE PERIOD OF FIVE (05) MONTHS: MAIN ACCOUNT

SECTION 5: SERVICE LEVEL AGREEMENT AND PSSP OFFICE INSPECTION FORM

CONTENTS

NOTE:

The *Service Level Agreement (SLA)* and *Compulsory PSSP Office / Site Inspection Forms* are to be completed by the Successful Bidder after the award of the contract and will be customized for this specific contract.

DEPARTMENT OF WATER AND SANITATION

BID NO:

RENDERING OF SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION NORTHERN CAPE: PROVINCIAL OPERATIONS, KIMBERLEY FOR THE PERIOD OF FIVE (05) MONTHS: MAIN ACCOUNT

COMPULSORY SUPPLY CHAIN MANAGEMENT AND PRIVATE SECURITY SERVICE PROVIDERS DOCUMENTATION

Submit and attach all Supply Chain Management (SCM) and Private Security Service Providers (PSSP) Documentation to the back of this document in the following order:

NO	COMPULSORY FORMS TO BE SUBMITTED BY THE BIDDER	ATTACHED	
		Yes / No	Initial
1	Originally Certified copy of company / CC / Trust / Partnership registration certificates (CIPC)		
2	An original and valid tax clearance certificate		
3	Originally certified copy of Identification Documents (ID) of company director/s		
4	Originally certified copy of company / CC / Trust / Partnership B-BBEE Certificate		
5	Proof of registration on the National Treasury Central Supplier Database (CSD).		
6	Valid Certificate of Compliance with Labour (Unemployment Fund) or Letter of Good standing with Labour		
7	Valid Letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993)		
8	Letter of intent of Public Liability Insurance to the minimum value of 10 million rand.		
9	Valid and originally certified copy of registration certificate of the company with PSIRA as per PSIRA Act 56 of 2001		
10	Originally certified copies of registration certificate(s) of company directors with PSIRA as per PSIRA Act 56 of 2001		
11	Letter of Good Standing with PSIRA for the company		
12	PSIRA Registered Employee List (PSIRA Listing of employees for service provider as listed with PSIRA)		
13	Company Profile		

14	Certified copies of vehicle registration documents registered in the company's name		
17	Address and telephone list of company head office, provincial and area offices.		
18	Proof of current and/or previous security contracts in the Private Sector or Government		
19	Reference letter(s) from current and/or previous client(s) relating to service delivery Private Sector or Government		
20	List of and proof of two-way communication devices and registration according to ICASA requirements		
21	Examples (single page) of security registers to be utilized by the private security service provider (Example: Occurrence Book, access register, attendance register, firearm permits and register, asset movement register, incident and investigation reports, shift rosters, duty sheets, etc.)		
22	Proof of clearance by the South African Police Service of previous and/or current National Key Point deployment/security service. (If available)		

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

.....

Signature of Bidder:

Date:

Bidder's Name & Surname:

Designation

Witness Name & Surname:

Date

Signature:

Address (Physical):