

OVG (06) (2022/2023)

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE: THURSDAY, 12 JANUARY 2023

TIME: 11:00

LOCATION: OFFICE OF THE VALUER-GENERAL (OVG)

267 Praetor Building, 3rd Floor, Cnr Pretorius and Lilian Ngoyi Street
PRETORIA, 0001
[GPS Coordinates](#)

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

OFFICE OF THE VALUER-GENERAL (OVG)

267 Praetor Building, 3rd Floor, Cnr Pretorius and Lilian Ngoyi Street
PRETORIA, 0001

[GPS Coordinates](#)

CLOSING DATE: MONDAY, 23 JANUARY 2023 AT 11:00

ENQUIRIES PLEASE CONTACT:

TECHNICAL RELATED:

No.	Contact Person	Contact Details
1	Mr. T Maila	+27 71 491 7801/ Thabo.Maila@dalrrd.gov.za

BID RELATED:

No.	Contact Person	Contact Details
1	Mr. GI Sekwale: +27 12 036 0000/ +27 60 535 5769	Gobusamang.sekwale@ovg.org.za
2.	Ms. K Seatlholo: +27 71 604 0399	Kehilwe.seatlholo@ovg.org.za



**OFFICE OF THE
VALUER-GENERAL**

OFFICE OF THE VALUER-GENERAL

267 Praetor Building, 3rd Floor, Cnr Pretorius and Lilian Ngoyi Street, Pretoria, 0001
Private Bag X 812, Pretoria, 0001

www.ovg.org.za

YOU ARE HEREBY INVITED TO BID TO THE OFFICE OF THE VALUER GENERAL

BID NO: OVG (06) 2022/2023 **CLOSING TIME:** 11:00 **CLOSING DATE:** THURSDAY, 23
JANUARY 2022

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE
ACCEPTED FOR CONSIDERATION

1. Kindly furnish us with a bid for services shown on the attached forms.

2. Attached please find:

2.1 Authority to Sign the Standard Bidding Documents (SBDs) on behalf of an Entity	..... Page 3 – 4
2.2 Invitation to Bid – SBD 1	..... Page 5 – 6
2.3 Pricing Schedule (Services) – SBD 3.3	..... Page 7 - 9
2.4 Declaration of Interest – SBD 4	..... Page 10 - 12
2.5 Preference Points Claim Form – SBD 6.1	..... Page 13 - 17
2.8 OVG Supplier Maintenance (Bank Details) Form	.....Page 18 - 19
2.9 Terms of Reference	..... Page 20 - 44
2.10 General Conditions of Contract (GCC)	..... Page 45 – 58

3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, to decide whether the price quoted is fair and reasonable.

3.1.1 The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid.

**Bid proposals must be deposited into the Tender/ Bid Box situated at the Reception Area at the physical address: OFFICE OF THE VALUER-GENERAL
267 Praetor Building, 3rd Floor, Cnr Pretorius and Lilian Ngoyi Street, Pretoria, 0001**

by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender/ Bid Box on the closing date and time will not be considered

Yours faithfully

SUPPLY CHAIN MANAGEMENT (SCM)

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd	
By resolution of the Board of Directors taken on 20 May 2000,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no CRDP 0006, and any contract which may arise there from,	
on behalf of <i>Mabel House (Pty) Ltd.</i>	
SIGNED ON BEHALF OF THE COMPANY:	(Signature of Managing Director)
IN HIS CAPACITY AS:	Managing Director
DATE:	20 May 2000
SIGNATURE OF SIGNATORY:	(Signature of A.F Jones)
As witnesses:	
1.	.....
2.	.....
Signature of person authorised to sign the tender:	
Date:	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE VALUER GENERAL (OVG)					
BID NUMBER:	OVG (06) 2022/2023	CLOSING DATE:	23 JANUARY 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER A PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: GPS Coordinates					
OFFICE OF THE VALUER-GENERAL (OVG)					
267 Praetor Building, 3 rd Floor, Cnr Pretorius and Lilian Ngoyi Street					
PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr GISekwale/ Ms K Seatlholo		CONTACT PERSON	Mr. T Maila	
TELEPHONE NUMBER	076 729 0213/ 071 604 0399		TELEPHONE NUMBER	+27 71 491 7801	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Gobusamang.sekwale@ovg.org.za / Kehilwe.Seatlholo@ovg.org.za		E-MAIL ADDRESS	Thabo.Maila@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE [SBD 3.3]

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

PRICING SCHEDULE [SBD 3.3]

(Security Services)

NAME OF BIDDER:		
BID NO.: OVG (06) 2022/2023	CLOSING DATE: 23 JANUARY 2023	CLOSING TIME: 11H00 AM

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
N.B Please note that all rates should be inclusive of all direct cost such as, Leave provision, Study Leave, Family response leave, Night shift allowance, provident fund, bonus, COIDA, UIF, Uniformed.						
CENTRE WALK BUILDING						
PERSONNEL	GRADE	QUANTITY	All-inclusive hourly rate per guard	number of hours allocated per shift	Contract duration	SUB-TOTAL
Security Officer Grade C Day shift (Mon - Fri)	C	2	R	12	36 Months	R
Security Officer Grade C Night shift (Mon - Fri)	C	2	R	12	36 Months	R
Security Officer Grade C Day shift (Sat)	C	2	R	12	36 Months	R
Security Officer Grade C Night shift (Sat)	C	2	R	12	36 Months	R
Security Officer GradeC Day shift (Sun)	C	2	R	12	36 Months	R
Security Officer GradeC Night shift (Sun)	C	2	R	12	36 Months	R
Base radio		1	R	Monthly	36 Months	R
Handheld Radio		2	R	Monthly	36 Months	R
Torch		2				
Button Sticks		2	R	Monthly	36 Months	R
Hand Cuffs		2	R	Monthly	36 Months	R

Initials

Date:

PRICING SCHEDULE [SBD 3.3]

Any other Overheads Expenses				36 Months	R	
SUB –TOTAL- CENTRE WALK BUILDING (Excluding 15% VAT)				R		
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
N.B Please note that all rates should be inclusive of all direct cost such as, Leave provision, Study Leave, Family response leave, Night shift allowance, provident fund, bonus, COIDA, UIF, Uniformed.						
PRAETOR BUILDING						
PERSONNEL	GRADE	QUANTITY	All-inclusive hourly rate per guard	number of hours allocated per shift	Contract duration	SUB-TOTAL
Supervisor Grade B Day shift (Mon - Fri)	B	1	R	12	36 Months	R
Security Officer Grade C Day shift (Mon - Fri)	C	3	R	12	36 Months	R
Security Officer Grade C Night shift (Mon - Fri)	C	2	R	12	36 Months	R
Security Officer Grade C Day shift (Sat)	C	2	R	12	36 Months	R
Security Officer Grade C Night shift (Sat)	C	2	R	12	36 Months	R
Security Officer GradeC Day shift (Sun)	C	2	R	12	36 Months	R
Security Officer GradeC Night shift (Sun)	C	2	R	12	36 Months	R
Base radio		1	R	Monthly	36 Months	R
Handheld Radio		3	R	Monthly	36 Months	R
Torch		2		Monthly	36 Months	R
Button Sticks		3	R	Monthly	36 Months	R
Hand Cuffs		3	R	Monthly	36 Months	R
Any other Overheads Expenses				36 Months	R	
SUB –TOTAL- PRAETOR BUILDING (Excluding 15% VAT)				R		
CENTRE WALK + PRAETOR BUILDING (EXCLUDING 15%VAT)				R		
15% VAT				R		
Total (15% VAT Incl.)				R		

Initials

Date:

PRICING SCHEDULE [SBD 3.3]

NB: FAILURE TO FULLY COMPLETE THIS SBD 3.3 WILL RENDER YOUR PROPOSAL REGARDED AS NON-RESPONSIVE AND WILL THEREFORE NOT BE CONSIDERED FOR FURTHER EVALUATION.

NB• Overhead expenses should be inclusive of the following: Profit, Relievers, Control Room, Detection Equipment, handheld Radios and spare batteries, Base Radio, Flashlights, All Security related equipment such as Equipment, Baton, Handcuffs, Pocketbook, uniform, and Registers

Supervisor Grade B Day shift will be responsible for both buildings

NB! The OVG will not be responsible for any travelling costs

NB! The OVG will process invoice payments upon the successful completion or partial completion of theabovementioned deliverables in line with the signed service level agreement (SLA)

Kindly indicate the relationship between the quoted amount and the recommended rates of the appropriateregulatory body.

Initials

Date:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
 (**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....



SAGE

Office

System User Only	
Captured By:	
Captured Date:	
Authorized By:	
Date Authorized:	
Safety Web Verification	
YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

Office of the Valuer General

I/We hereby request and authorize you to pay any amounts which may accrue to me/us to the credit of my/our account with the mentioned bank. I/we understand that the credit transfers hereby authorized will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the OVG will supply payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post. Please ensure information is valid as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the OVG will not assume responsibly for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	
Trading Name	
Tax number	
Vat Number	
Title	
Initials	
First Names (as per id)	
Surname	

Address Detail	
Postal Address Line 1	
Postal Address Line 2	
Physical Address Line 1	
Physical Address Line 2	
Postal Code	

New Supplier Information		Update Supplier Information	
<input type="checkbox"/>		<input type="checkbox"/>	
Supplier Type	<input type="checkbox"/> Individual <input type="checkbox"/> Company <input type="checkbox"/> CC <input type="checkbox"/> Partnership	Department <input type="checkbox"/> Trust <input type="checkbox"/> Other <input type="checkbox"/>	Department Number <input type="text"/> Other Specify <input type="text"/>

Supplier Account Details

(This field is compulsory and should be completed by a bank official from the relevant bank).

Account Name			
Account Number			
Branch Name Branch			
Number			
Account Type	<input type="checkbox"/>	Cheque/Current Account	
	<input type="checkbox"/>	Savings Account Transmission	
	<input type="checkbox"/>	Account Bond Account	
	<input type="checkbox"/>	Other (Please Specify)	
ID Number	<input type="checkbox"/>	<input style="width:150px;" type="text"/>	
Passport Number			
Company Registration Number			
*CC Registration			
* Please include CC/CK where applicable			
Practise Number			
<p>When the bank stamps this entity maintenance form, they confirm that all the Information completed by the entity is correct.</p>	Bank stamp		
	<p>It is hereby confirmed that this detail has been verified against the following screens ABSA-CIF screen FNB-Hogan's system on the CIS4 STD Bank-Look-up-screen Nedbank- Banking Platform under the Client Details Tab</p>		

Contact Details

Business			
Home Fax	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
Cell	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
	<i>Area Code</i>	<i>Telephone Number</i>	
	<i>Cell Code</i>	<i>Cell Number</i>	
E-mail Address			
Contact Person			

	Supplier details	Organization sender details	
Signature			<p><i>Address of the Office of the Valuer General where form is submitted from:</i></p>
Print Name			
Rank			
Date (dd/mm/yyyy)			



OFFICE OF THE VALUER-GENERAL

OFFICE OF THE VALUER-GENERAL

Business Unit: Supply Chain and Procurement

Physical Address - 267 Praetor Forum Building, 3rd Floor, Cnr Pretorius and Lillian Ngoyi Street, Pretoria, 0001: Postal Address Private Bag X 812, Pretoria, 0001

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

1. BACKGROUND AND DISCUSSION

- 1.1 The Office of the Valuer General (“OVG”) came into operation on the 1st of August 2015 after the President assented the Property Valuation Act (Act 17 of 2014) on the 28 July 2014. The establishment of the office is still growing and seeks to onboard and accommodate the newly appointed OVG staff.
- 1.2 The OVG is housed at Praetor Forum Building, 267 Lillian Ngoyi Street, Pretoria and has secured other offices at the Centre Walk building leased through the Department of Public Works and Infrastructure.
- 1.3 Based on the above, the intention is therefore to appoint a service provider with the necessary capacity to render physical security guarding services for the offices at the Praetor and Centre Walk Building in Pretoria.

2. SCOPE

- 2.1 The OVG requires physical security guarding services at the following offices in Pretoria:

PHYSICAL ADDRESS:

Office of the Valuer General

Office of the Valuer General

3rd floor

6th Floor

Praetor Building

AND

Centre Walk Building

267 Lillian Ngoyi Street

266 Cnr Andries and Pretorius Street

Pretoria.

Pretoria

NB: The security guarding must be rendered 24 hours per day, 7 days per week, and 365 days per year in both offices.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

- 2.2 The appointed service provider must have an established security control room
- 2.3 The appointed service provider will be responsible for the protection of personnel and clients, assets, property (moveable and immovable) of the OVG.

3. DELIVERABLES

- 3.1 Security Officers Grade B (supervisor) as per pricing schedule.
- 3.2 Security officers Grade C (Guards) as per pricing schedule.
- 3.3 A fully functional control room, active and in operation to support security operations and services.
- 3.4 The following must be provided for security purposes: vehicles, control room (including tracking software for patrols) detection equipment, patrol monitoring systems, electronic occurrence book, handheld radios and spare batteries, base radio, flashlights, all security related equipment such as equipment, torches with chargers or spare batteries, baton, handcuffs, pocketbook, pens, rulers, uniform, and security registers.
- 3.5 Provision of protection of personnel and clients, assets (moveable/immovable), property of the OVG.
- 3.6 The service provider must provide proof of Gauteng Province footprint.

4. QUARTERLY AND MONTHLY REPORTING

- 4.1 The appointed service provider must conduct **quarterly security risk evaluations/assessments (TRA)** on both offices
- 4.2 The appointed service provider will be required (physical or virtual meetings) to report and/or attend meeting(s) monthly and quarterly, as, and when required.

5. WORKING SHIFTS, INSPECTIONS AND PATROLS REQUIREMENTS

- 5.1 Dayshift: 06:00 to 18:00 Monday to Sunday (including Public Holidays)
 - a) Grade C security (access) control officials.
 - b) Grade B security on site supervisor (where applicable).
- 5.2 Nightshift: 18:00 to 06:00 Monday to Sunday (including Public Holidays)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

- a) Grade C security (access) control officials.
- b) Grade A security on site supervisor (where applicable).

- 5.3 A monthly report providing proof of such visits must be submitted to the OVG. Security incidents, breaches or any other irregularities encountered during such inspections must be immediately brought to the attention of the OVG representative.
- 5.4 It is the responsibility of the appointed service provider to ensure that all posts are always manned. A relief schedule for leave, breakfast, lunch, supper, tea and body breaks must be devised by the appointed service provider prior to commencement of the detailed scope of work, activity list and post procedures.

NB: Relievers must be part of the overhead costs. Relievers' remuneration must be in line with PSIRA rates.

- 5.5 Inspection parades must be held at least 15 minutes prior to the commencement of any shift so that smooth transition occurs during handing over of shifts.
- 5.6 Should it come to light at any given stage during any type of inspection or coincidence, that a post is unmanned; the OVG reserves the right to impose penalties as per the penalty clauses for that post for that shift. A monthly penalty register will be submitted by the OVG, and these will be submitted to the service provider for purposes of refuting any penalty and for issuing of the required credit notes.
- 5.7 Offsite Inspectors (Roaming Supervisors) must be appointed by the service provider at their own cost and will be responsible for the following:
- 5.7.1 Duties and equipment needed at offices:
- Conduct 2nd level inspections at sites once per shift. Where applicable, a patrol must also be conducted per inspection.
 - Conduct high level site inspections and address human resource, assess uniform requirements, and finance matters which include the recruitment and induction of new personnel.
 - Address all irregularities on site and provide clear solutions.
 - The appointed inspector should have problem solving skills and conflict resolution abilities.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

- Elevate all incident not addressed with to the Control Room of the Service Provider.
- Must be dressed in full uniform when on site. This includes PSIRA and company identification card.
- Must be issued with a vehicle with a two-way radio.
- Cell phone or cell phone allowance to be provided.
- PSIRA registration of at least Grade A.

5.10 Gender posting is a strict requirement for posting of shifts which must be 50% male and female at OVG

NB: The supervisor is also subject to penalties included in the contract e.g., uniform, identification cards etc.

6. TIMETABLE FOR ACTIVITIES AND REPORTS PRIOR AND DURING THE CONTRACT

The appointed service provider is required to perform the actions identified in the table below within the timeframe specified:

ACTION	COMPLETED BY
Security registers.	Immediate upon commencement of the contract.
Incident notification.	Immediately -(upon discovery) report telephonically or via cell phone (WhatsApp is preferred). Electronic OB entry sent to OVG Representative
Incident summary report (template will be provided by the OVG).	Within 08 - 12 hours after the incident have been reported.
Preliminary investigation report.	Within 3 – 5 days after the incident summary report.
Comprehensive investigation report (investigation template will be provided).	Within 14 - 21 days after the preliminary investigation report.
Detailed site instructions per site to be provided by the service provider.	Within the first 21 working days of the contract commencement.
In services training plan for security officers including the training of an Emergency Controller/Senior Manager: SCM & Procurement	Within the first 1 st month of the contract and the service providers skills development matrix to be provided.
Reaction units and contingency plans for emergency situations i.e., riots, strikes,	Within 14 working days of the contract commencement. Biannual review.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

ACTION	COMPLETED BY
crowd management plan etc.	
The appointed service provider must conduct quarterly premises/site(s) risk evaluations. It is therefore imperative that the appointed service provider has suitable staff that can perform such an evaluation.	Within the 2 nd month of the contract and thereafter on a quarterly basis.
Site orientation (operational managers and supervisors).	Prior to commencement of contract.
Competency testing interview and induction of potential guards by appointed service provider.	Prior to commencement of contract and prior to posting during duration of the contract.
Security equipment and other security related stationary on site (including OB and Security registers).	Immediately upon commencement of the contract (current Security registers may be used at start-up, but the OVG templates will be provided, and Security registers must be printed accordingly within 1 month).
Background checks.	Within six weeks from date of commencement of the contract. Security officers and managers with criminal records will be removed from the contract.
Procure and install guard patrols systems.	Within 1 month from date of commencement of the contract This includes registration of coordinators to receive notifications directly via email. Patrol failures should be clearly flagged as alarms.
Electronic OB.	Within 1 month from date of commencement of the contract. This includes registration of coordinators to receive notifications directly via cell phone.
Control room.	Fully functional control room at the Bidder's premises prior to the commencement of the contract.

NB: Penalties will be issued for failure to adhere to any of the timeframes stipulated above. Refer to penalty sheet.

8 BIDS WILL BE EVALUATED IN TERMS OF THE EVALUATION CRITERIA STIPULATED IN THIS BID AS FOLLOWS:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

- a) Evaluation for mandatory criteria
- b) Evaluation on Functionality Criteria
- c) Evaluation in terms of 80/20 preference point system

8.1 EVALUATION FOR MANDATORY REQUIREMENTS

- 8.1.1 Valid (certificate must be valid on or before the closing date of bid) PSIRA certificate of the service provider's (company/close co-operation/sole traders) accreditation and registration by the Private Security Industry Regulatory Authority.
- 8.1.2 Valid (letter must be valid on or before the closing date of bid) letter of good standing of the service provider from Private Security Industry Regulatory Authority (PSIRA).
- 8.1.3 Valid copies of PSIRA certificate(s) of Directors/Owners registered as grade A security officers.
- 8.1.4 Valid (letter must be valid on or before the closing date of bid) letter of good standing/letter for tender purposes/proof of registration in terms of the Compensation for Occupational Injuries Disease Act (COIDA) obtainable from workman's Compensation).
- 8.1.5 Proof of registration to the Private Security Sector Provident Fund (PSSPF) or any recognised registered institution in South Africa and letter of good standing or letter for tender purposes not older than 3 months prior to bid closing date.
- 8.1.6 The Service Provider must submit the existing cover for PUBLIC LIABILITY insurance policy from any registered insurance company or submit documentary proof/letter of intent/quotation from registered insurers. The Public Liability cover must be for a minimum value of R 1 000 000 (R1 million) for the duration of the contract.

NB: If Service Providers opt to submit a comprehensive insurance cover, it **MUST** include **PUBLIC LIABILITY** to the value of R 1 000 000 (R1 million), if the comprehensive insurance cover does not explicitly indicate **PUBLIC LIABILITY** it will render the bid proposal to be non-responsive.
- 8.1.7 Attendance of the compulsory briefing session.
- 8.1.8 A fully completed pricing schedule on the prescribed template must be submitted. (i.e., SBD 3 – pricing schedule)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

(NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED)

9 PRICING SCHEDULE

9.1 Pricing schedule must be in rand monetary value **(SBD 3 – pricing schedule)**.

9.2 For emergency or any ad hoc services, the approved bid rates will be applicable.

9.3 The OVG will only consider Department of Employment and Labour annual gazetted PSIRA increase for the duration of the contract.

10 EVALUATION CRITERIA

This bid shall be evaluated in three stages. During the first stage bids will be evaluated on functionality, the second stage evaluation is a site inspection and the third stage in accordance with 80/10 preference points system as stipulated below:

10.1 FIRST STAGE -EVALUATION OF FUNCTIONALITY

The evaluation of the functionality will be evaluated individually by members of Bid Evaluation Committee in accordance with the below functionality criteria and values:

The applicable values that will be utilized when scoring each criterion ranges from **1 being poor, 2 average, 3 being good, 4 very good and 5 being excellent.**

EVALUATION CRITERIA	APPLICATION	WEIGHTS
Ability & Capability Security Manager with PSIRA Grade A or Grade B	Security manager with PSIRA Grade A or Grade B and experience as a security manager on total security management operations. NB: please attach personnel CVs entailing skills (interpersonal, writing and verbal) <ul style="list-style-type: none"> ❖ <i>PSIRA Grade A or Grade B certificate without experience or 0 – 1 year experience as a security manager on total security management operations– Poor (1)</i> ❖ <i>PSIRA Grade A or Grade B certificate with more than 1 years and up to 3 years' experience - Average (2)</i> ❖ <i>PSIRA Grade A or Grade B certificate with more than 3 years and up to 5 years'</i> 	20

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

EVALUATION CRITERIA	APPLICATION	WEIGHTS
	<p><i>experience as a security manager on total security management operations - Good (3)</i></p> <ul style="list-style-type: none"> ❖ <i>PSIRA Grade A or Grade B certificate with more than 5 years and up to 10 years' experience as a security manager on total security management operations -Very good (4)</i> ❖ <i>PSIRA Grade A or Grade B certificate with more than 10 years' experience as a security manager on total security management operations – Excellent (5)</i> 	
<p>Security operations Manager with PSIRA Grade A or Grade B</p>	<p>Security operations manager with PSIRA Grade A or Grade B and as a security operations manager specifically managing guarding operations NB: please attach personnel CVs entailing skills (interpersonal, writing and verbal)</p> <ul style="list-style-type: none"> ❖ <i>PSIRA Grade A or Grade B certificate with 0 – 1 year experience as a security operations manager specifically managing guarding operations. – Poor (1)</i> ❖ <i>PSIRA Grade A or Grade B certificate with more than 1 year and up to 2 years' experience as a security operations manager specifically managing guarding operations - Average (2)</i> ❖ <i>PSIRA Grade A or Grade B certificate with more than 2 years and up to 3 years' experience as a security operations manager specifically managing guarding operations - Good (3)</i> ❖ <i>PSIRA Grade A or Grade B certificate with more than 3 years' and up to 4 years' experience as a security operations manager specifically managing guarding operations – Very Good (4)</i> ❖ <i>PSIRA Grade A or Grade B certificate with more than 4 years' experience as a security</i> 	<p>20</p>

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

EVALUATION CRITERIA	APPLICATION	WEIGHTS
	<i>operations manager specifically managing guarding operations – Excellent (5)</i>	
<p>Company experience, capability, and ability in guarding services.</p> <ul style="list-style-type: none"> • Experience • Competency • Track record 	<p>Company experience, capability, and ability in guarding services.</p> <ol style="list-style-type: none"> i. The bidder must have at least 3-5 years proven experience in guarding services. ii. The bidder should have successfully completed 3 or more projects in the guarding services. All successfully completed projects must add up to minimum 36 months. <p>NB: The bidder must attach reference letters/testimonials from all corporate or government clients where the bidder has provided guarding services as per point (ii) above. The reference letter must be on the bidders' client letter head and must be duly signed by the client. The reference letter should include the period of completed projects.</p> <p>❖ Poor (score 1) - Criteria requirements are not met. <i>None of the above criterions i.e. (i) and (ii) requirements are met.</i></p> <p>❖ Average (score 2) – Criteria requirements are inadequately met. <i>One of the above sub-criterions i.e. (i) and (ii) requirements are not met.</i></p> <p>❖ Good (score 3) - Meet all criteria requirements. <i>Both the above sub-criterions i.e. (i) and (ii) requirements are met.</i></p> <p>❖ Very Good (score 4) - Meet all criteria requirements. <i>Both the above sub-criterions i.e. (i) and (ii) requirements are met with more than 5 years' up to 8 years' experience and with more than 36 months and up to 48 months completed projects experience.</i></p> <p>❖ Excellent (score 5) - Exceed both criteria</p>	40

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

EVALUATION CRITERIA	APPLICATION	WEIGHTS
	<p>requirements significantly. <i>Both the above sub-criteria i.e. (i) and (ii) requirements are met with more than 8 years' experience and more than 48 months completed projects experience.</i></p>	
METHODOLOGY	<p>Proposed approach and methodology (The bidders shall attach a detailed preliminary program/project plan reflecting the proposed sequence and timeframe, and the methodology that will be applied for execution of the various activities as per the scope of work in the TOR)</p> <ul style="list-style-type: none"> ❖ Methodology and proposed plan <u>do not outline</u> the requirements as specified in the ToR – Poor (1) ❖ Methodology and proposed plan <u>inadequately</u> and poorly addressed the requirements in the ToR - Average (2) ❖ Methodology and proposed plan <u>adequately address</u> most of the requirements in the ToR - Good (3) ❖ Methodology and proposed plan <u>specify</u> the way the project will be delivered and indicate additional value adds– Very good (4) ❖ Methodology and proposed plan <u>exceptionally specify</u> the way the project will be delivered and indicate additional value adds– Excellent (5) 	20
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

NB: The bids that fail to achieve a minimum of **60 points out of 100 points** for functionality will be disqualified. This means that such bids will not be evaluated during the second and third stages.

10.2 SECOND STAGE EVALUATION i.e., SITE INSPECTION:

The applicable values that will be utilized when scoring each criterion ranges from
0 No Information, 1 being Poor, 2 being average, 3 being Good, 4 being very good and 5 being excellent.

EVALUATION CRITERIA	APPLICATION	WEIGHT
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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

EVALUATION CRITERIA	APPLICATION	WEIGHT
<p>1. Company office</p>	<p>Communication systems:</p> <ul style="list-style-type: none"> i. Landline / cell phone ii. printers and copiers iii. Internet access iv. Base radio v. Radio licence <ul style="list-style-type: none"> ➤ <i>No communication system available- No information (0)</i> ➤ <i>There is only one communication system available in working condition (I, ii, iii, iv, v) – Poor (1)</i> ➤ <i>Not all communication systems available and/or not all functioning effectively (in working condition) - Average (2)</i> ➤ <i>More than half of the communication systems available and functioning effectively (in working condition) (i, ii, iii, iv, v) – Good (3)</i> ➤ <i>Critical communication systems available and in working condition (i, ii, iii, iv, v) – Very good (4)</i> ➤ <i>All communication systems available and fully functioning and additional communication systems available (e.g.,live vehicle tracking, live foot patrol monitoring, electronic OB etc)– excellent (5)</i> 	<p>20</p>
	<p>Administrative personnel and operational staff:</p> <ul style="list-style-type: none"> i. Designated/Appointed control room operators and/or radio operators ii. Designated/Appointed HR and Finance staff with relevant management of information (i.e., employee files and/or financial documentations, PSIRA certificate, leave form, pay slips,) <ul style="list-style-type: none"> ➤ <i>No administrative personnel and operational staff provide-No information(0)</i> ➤ <i>Criteria requirements are inadequately met. One of above (i) and (ii) criteria requirements is not met – Average (2)</i> 	<p>45</p>

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

EVALUATION CRITERIA	APPLICATION	WEIGHT
	<ul style="list-style-type: none"> ➤ <i>Control room with designated/appointed operators, and with designated/appointed HR and Finance management with complete information in files – Very Good (4)</i> ➤ <i>Control room with designated/appointed operators, and with designated/appointed HR and Finance management with relevant complete updated information in files with effective filling systems (manual and electronic) – Excellent (5)</i> <p>Full company Uniform categories (combat and Corporate) physically available for inspection.</p> <ul style="list-style-type: none"> i. Corporate with company logo ii. Combat with company logo (i.e., female and male) <ul style="list-style-type: none"> ➤ <i>No full company uniform categories provided- No information (0)</i> ➤ <i>Incomplete uniform. Criteria requirements are inadequately met. One of above (i) and (ii) criteria requirements is not met - Average (2)</i> ➤ <i>Full company Uniform; corporate and combat – Very Good (4)</i> ➤ <i>Full company Uniform; corporate and combat with company logo (i.e., female and male), additional stock levels available –Excellent (5)</i> <p><i>NB: Basic uniform includes:</i></p> <ul style="list-style-type: none"> • <i>Shirt</i> • <i>Tie</i> • <i>Blazer/Jersey</i> • <i>Pants/Skirt</i> • <i>Shoes/boots</i> <p><i>NB: Socks, belt, hat not necessary for inspection</i></p>	<p>20</p>
Fleet	<p>Branded Vehicles registered on the company name/ owner(s)</p> <ul style="list-style-type: none"> ➤ <i>No information provided- (0)</i> ➤ <i>1 Vehicle branded and registered on company name –Poor (1)</i> ➤ <i>2 Vehicle branded and registered on company name –Average (2)</i> ➤ <i>3 Vehicle branded and registered on</i> 	<p>15</p>

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

EVALUATION CRITERIA	APPLICATION	WEIGHT
	<i>company name – Good (3)</i> ➤ <i>4 branded vehicles and registered on company name – Very good (4)</i> ➤ <i>5 or more branded vehicles registered on company name – Excellent (5)</i>	
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

NB: The Bids that fail to achieve a minimum of 70 points out of 100 points for site inspection will be disqualified. This means that such bids will not be evaluated on third stage (Price and Preference Points System).

10.3 THIRD STAGE-EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM

Only bids that achieve the minimum qualifying score for second stage evaluation will be evaluated further in accordance with the 80/20 preference points system.

10.3 Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Service providers that quoted higher prices will score lower points for price on a pro-rata basis.

10.4 Calculation of points for B-BBEE status level of contribution

Points will be awarded to a service provider for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

10.4.1 In order to claim B-BBEE points in accordance with the above table of B- BBEE Status Level of Contributor, service providers must submit proof of their B-BBEE Status Level Verification Certificate.

10.4.2 Service providers who do not submit B-BBEE Status level verification certificates or are non-compliant contributors to B-BBEE, do not qualify for

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

preference points for B-BBEE, but will not be disqualified from the bidding process.

10.4.3 A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

10.5 A bid may not be qualified by a service provider's own conditions. Failure to withdraw, waive and/or renounce these own bid conditions, when called upon to do so, will invalidate the bid.

11. INFORMATION SESSION

11.1 Kindly take note that there will be a compulsory briefing session that will be held on the date and time specified on invitation at Office of the Valuer- General (OVG), 3rd Floor Praetor Building, 267 Lilian Ngoyi Street, Pretoria.

12. HEALTH AND SAFETY

12.1 The OVG may appoint Health and Safety Inspector to verify the standard and quality of product utilised for general health and safety issues. The service provider will have to cooperate with the health inspector.

13. SUB-CONTRACTING

13.1 The successful bidder is expected to inform the department of the sub-contracting arrangements and access to the sub-contracted entities for purposes of quality, compliance check, security, and tax issues.

14. SECURITY AND CONFIDENTIALITY OF INFORMATION

14.1 The successful Bidders must undertake to disclose information relating to the contract only in terms of the SLA and only to the parties stipulated in the SLA, both during the contract period and subsequently. Information may only be disclosed to outside sources with the prior, written approval from the OVG.

15. TERMS AND CONDITIONS OF THE PROPOSAL

15.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the OVG Supply Chain Management general contract conditions.

15.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

15.3 In cases where company, partnership or close corporation commences business for the first time or either don't have capital; the following particulars must be furnished

- Full particulars of a registered, reputable financial institute/ company that will assist with the commencement of project e.g., buying material and equipment.

15.4 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison regarding the daily needs will be through the supervisor and not directly with workers. Supervisor must ensure that cleaning materials are always available and that it should be replaced as required.

15.5 The Service Provider must arrange the insurance policy with a reputable insurance company **OR** submit documentary proof/ letter of intent/Quotation from registered insurers.

Premiums must be paid monthly after the award for the duration of the project. Failure to comply OVG will reserve the right to pay the premiums and to deduct such payments from money owed by the contractor.

15.6 All Acts and Regulations relating to cleaning and hygiene services must be adhered to by the Service Provider. All equipment and material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality.

15.7 OVG reserves the right to conduct tests and analysis on the cleaning and hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS.

15.8 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. OVG has the right to reject such.

15.9 Proof of quotations or is required for Public Liability Insurance for bidding process; however, proof of registration or contract/ agreement **must** be submitted by the successful bidder within the period of seven working days after the award. OVG reserves the right to cancel the contract if these required documents are not submitted within the specified time.

15.10 Letter for tender purposes **or** letter of good standing for UIF and COIDA is required for bidding process. However, proof of registration must be submitted by the successful bidder within the period of seven working days after the

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

award. OVG reserves the right to cancel the contract if the required documents are not submitted within the specified time. In a casewhere a bidder does not have registered employees under his/her name a letter to tender addressed to the OVG must be attached to avoiddisqualification.

- 15.11 Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 15.12 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period the OVG may cancel the contract within one month notice.
- 15.13 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract. All employees will be expected to have been trained for First aid, OHS/SHE, Housekeeping, Chemical hazardous after commencement of the contract. At least two trainings within 12 months and all trainings should be completed six months prior the end of the contract. The service provider must provide certificates as proof after every completed training.
- 15.14 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 15.15 Ensure that the OVG is informed of any removal and replacement of personnel for security reasons.
- 15.16 Provide Management report monthly. The report shall be based on different services and shall cover all work performed and completed during the month.
- 15.17 The collection of the sanitary waste must be collected in line with the environmental laws and best practices. This process must be monitored by OVG officials as highlighted in the agreed SLA. The service provider must provide monthly sanitary waste disposal certificate.
- 15.18 In case where the OVG decides to move to another office or close some of the office's information will be communicated prior and the Service Provider will need to make provision.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

- 15.19 All cleaning and hygiene equipment and detergents should be provided by the bidder.
- 15.20 The pricing must be fixed for the duration of the contract. (Only the wage increment adjustments will be accepted based on a sectoral wage determination formula, refer to the **Pricing Schedule SBD 3.3**).
- 15.21 All equipment to be supplied must be durable and SANS approved.
- 15.22 The OVG reserves the right to award this contract to more than 1 service providers.
- 15.23 The successful bidder will be expected to submit monthly certificates for waste disposal to ascertain compliance to regulations.
- 15.24 The company and its employees may be subjected to positive security vetting and screening.
- 15.25 By participating in this bid, you are accepting to having your Personal Information published on the websites (OVG/National Treasury) for purposes of enhancing compliance, monitoring, and improving transparency and accountability within Supply Chain Management.
- 15.26 The Office of the Valuer General shall:**
- Conduct business in a courteous and professional manner with the Service Provider.
 - Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
 - Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
 - The OVG will enter into a Service Level Agreement upon appointment of the suitable Service Provider. These terms and Conditions will also form part of the Service Level Agreement.
 - Not take responsibility of the safe guiding of the cleaning equipment and detergents

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

16. CONDUCT OF SECURITY OFFICERS

- 16.1 Security officers are prohibited from reading documents or records in offices or unnecessary handling thereof.
- 16.2 Security officers will be required to sign a declaration of secrecy prior to be posted on any OVG offices.
- 16.3 Security officers are allowed to be in possession of cell phones but may not be busy on the cell phone whilst at their post. Earphones may not be used while on duty.
- 16.4 Security officers are prohibited from eating at their post.
- 16.5 No information concerning OVG activities may be furnished to the public or news media by the service providers and their employees.
- 16.6 Security officers must ensure that customer focus is always adhered to.
- 16.7 No deliveries will be received by any security officer(s). The necessary arrangements must be made with OVG representative during office and after hours, should a delivery have to be made.

17. EQUIPMENT AND TECHNICAL MANDATORIES

- 17.1 In conjunction with the security facilities, systems and equipment provided by the OVG, the appointed service providers will be required to supply, maintain and operate the following security aids at his/her own cost (all security officers must be trained on the relevant equipment):
 - 17.1.1 Detection equipment: Handheld metal detector(s) and charging equipment shall be provided for operational use at all access control points to ensure that all personnel and visitors are screened to prevent dangerous objects being brought onto the premises of the OVG. Handheld metal detectors must be available and always functioning.
 - 17.1.2 Reliable communication system, base radio and handheld radios must be supplied and be compatible with the base radio installed at all sites. All units are to be supplied with two (2) batteries and suitable chargers. Licensing is the responsibility of the appointed service provider. Cell phones may never be used as a replacement of base or handheld radios unless authorised by OVG in certain circumstances e.g., breakdown of transmitter/radio and awaiting installation of new radio etc.
 - 17.1.3 Flashlights and pouch/ring – two flashlight per post, with a minimum of 500 lumens.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

17.1.4 Spare batteries for flashlights or charger depending on the type of flashlight issued (rechargeable flashlight will be preferred).

17.1.5 Baton and baton ring.

17.1.6 Handcuffs with key and spare key.

17.1.7 Pocketbook and replacement available within 1 shift.

17.1.8 Occurrence Book (and always have a new book on standby).

17.1.9 Black and red pens and 30cm Ruler.

18. PROTECTION OF OVG ASSETS

The appointed service provider must ensure compliance with the following:

18.1 No state property and/or information may be removed from OVG site without proper authorization documents issued and signed by a person designated by OVGB management on the premises for this purpose. Specifics regarding approval documents will be provided during the induction of security officers.

18.2 No state vehicle may be removed from a OVG site without a completed and approved trip authorization issued by a person authorized by the OVG. An approved original trip authorization must be requested from the authorized driver. All state vehicles must be subjected to physical searches and inspections when departing and returning to the site. Any damages noticed must be immediately reported to the relevant OVG manager or the Security Coordinator.

NB: No employee of the appointed service provider is allowed to utilise any state vehicle or vehicle hired by the state for any reason whatsoever. Failure to comply with this requirement will result in penalties to be issued.

18.3 All OVG offices are declared gun free zones. The owner of the firearm(s) must be referred to the nearest South African Police Service (SAPS) station for safe storage.

18.4 All prohibited items must be recorded in a register.

19. ACCESS CONTROL

19.1 The security guarding services will be responsible for protection of personnel, assets (movable and immovable), property and information by executing access control in compliance with the Control of Access to Public Premises and Vehicles Act, 53 of 1985.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

- 19.2 The appointed service provider shall be responsible *inter alia* for the following duties:
- 19.2.1 Guarding services.
 - 19.2.2 Access control.
 - 19.2.3 Security escorts.
 - 19.2.4 Conduct physical indoor and outdoor security patrols on an hourly basis to ensure the prevention of unauthorized entry, trespass, intrusion and acts of vandalism etc.
 - 19.2.5 Prevent abuse of facilities at the OVG premises by employees (including visitors).
 - 19.2.6 Implement crowd management procedures as and when the need arises. Crowd management plan must be provided by the appointed service provider together with the site instructions.
 - 19.2.7 Provide effective security during periods of unrest, striking, disaster or any incidents of similar nature.
 - 19.2.8 Keep track and ensure that all visitor registers/cards/slips are accounted for at the end of each shift. Should there be any visitor cards/slips that are not returned at the end of each working day, the appointed service providers' security supervisor shall provide a written report indicating reasons for visitor's card/slip not been accounted for.
- 19.4 Access control shall be applied but not limited to the following point(s) at all sites:
- a. All pedestrian and vehicle entrances, including the reception and/or foyer areas at all sites where public and employees enter; and
- 19.5 The following facilities, systems, and equipment where installed shall be manned by the appointed service provider's personnel who must ensure that the security officials are competent in such systems and equipment:
- a. Main, vehicle, and pedestrian entrances, whether equipped or not with electronic security system, such as monitor, boom, access control point/biometric walk-through and handheld metal detectors and x-ray machines, etc.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

- b. Access control to premises/offices - once inside the reception area, access control shall be conducted by means of card/biometric readers and/or other access control measures where applicable.
- c. Intruder alarm system - where applicable; and
- d. Fire Detection and Control Systems where applicable.

20 PRELIMINARY INVESTIGATIONS AND INCIDENT REPORTING

All security related and occupational and health incidents must be reported, and the following investigation reports submitted:

- a. Immediate notification of the event must be communicated to the relevant coordinator via cell phone.
- b. The offsite supervisor/operational manager must attend all security related incidents/breaches.
- c. A written incident summary report summarizing the event must be submitted within 8 - 12 hours after the incident. A register capable of producing duplicate reports has been designed for this purpose.
- d. A preliminary investigation report must thereafter be submitted within 3 - 5 days (investigation report template will be discussed with the appointed service provider);
- e. A comprehensive investigation report must thereafter be submitted within 14 - 21 days. This report must be compliant with the rules of evidence as laid out in the Criminal Procedure Act 51 of 1977.
- f. The appointed service provider is responsible for reporting criminal cases to SAPS on behalf of OVG.

21 ELECTRONIC GUARD TRACKING SYSTEMS

Electronic systems with remote monitoring capabilities to monitor guard patrols must be installed at all sites at the cost of the appointed service provider and this will be removed by the appointed service provider upon expiration of the bid. Software, training, and registration on these systems must also be provided at no cost to OVG. The installed guard patrols systems must provide daily patrol reports and submit these electronically to OVG. Detailed reports must be provided daily. The OVG will allow 10% deviation on patrol reports taking into consideration the following issues only:

- a. Incomplete contact (security officer does not perform successful contact with a point along the specified route).

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

- b. Load shedding or power failure for any reason e.g., maintenance, disaster etc.
- c. Patrol system repairs or maintenance (device malfunction must be reported immediately).
- d. Specific issues discussed with specific offices and where formal acceptance has been authorized.

22 LABOUR UNREST INCIDENTS

- 22.4 The appointed service provider shall prepare a labour unrest plan prior to the contract starting with clear details of actions to be taken, time frames, total security officers, procedures regarding striking employees etc.
- 22.5 The appointed service provider must implement the labour unrest plan to ensure continuation of the security services during all labour unrest incidents, civilian disorder, a local or a national disaster or any other cause.
- 22.6 In the event of strike action/unrest being embarked upon by the security officers of the appointed service provider, the appointed service provider will immediately advise the OVG of the strike action.
- 22.7 In the event whereby the private security industry is embarking on a strike, the security officers of the appointed service provider will not be allowed onto the sites of the OVG for any purpose other than the rendering of security services in terms of contract.
- 22.8 The appointed service provider shall be responsible for the removal of any of its employees from the sites of the OVG and the costs thereof.
- 22.9 The appointed service provider shall immediately replace any striking security officers with suitably qualified security officials so that the operations of the OVG are not disrupted in anyway.
- 22.10 Any additional costs that arise because of the replacement labour shall be for the account of the appointed service provider.
- 22.11 Failure to comply with this provision shall constitute a material breach and OVG shall be entitled to terminate contract with immediate effect.
- 22.12 In the event of OVG incurring any losses or damages because of the strike/unrest by employees of the appointed service provider, then the appointed service provider shall be liable for the payment of the losses and/or damages.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

23 LIABILITY

- 23.4 The appointed service provider will be liable for all damage or loss suffered by the OVG because of the appointed service provider’s own or his/her security officers’ negligence or intent, in the execution of duties during the contract.
- 23.5 The OVG will not be liable for any loss or damage of whatsoever nature suffered by the appointed service provider and/or the service provider’s security officers or contractors, in the execution of this contract.
- 23.6 The OVG and its employees are indemnified and held unaccountable by the appointed service provider against all loss or damages of whatsoever nature and whosoever arising.

24 BREACHES AND PENALTIES

- 24.1 Subject to the OVG’s right to exercise any of its remedies it has in terms of the contract, the OVG will have the right to impose the penalties in the instances set out below:

ITEM	PENALTY
Damage and or loss to departmental property or assets either by criminal elements, whether wilfully or by negligence.	Actual cost of loss suffered. This claim must be accompanied by a departmental legal opinion.
OVG of any security incident/breach.	Full shift payment (hourly rate x 12) per day .
Failure to submit incident report within 8-12 hours.	
Failure to submit preliminary investigation report within 3-5 days.	
Failure to submit comprehensive investigation report within 14 - 21 days.	
Incomplete or incorrect uniform or part thereof.	R1 000 per shift, per security official.
Use of official state vehicle for any reason whatsoever.	R10 000.
Absence of or incorrect pocketbook.	R200 per shift, per security official.
Absence of/or defective Identity card and/or PSIRA card (writing illegible or card broken).	
Absence of/or defective Base radio (including problems related to aerials, any communication system).	R 1000 per shift, per site.
Absence of/or defective flashlight.	R 1000 per shift.
Absence of/or defective hand radio (including depleted/defective batteries).	R 1000 per shift.
Security register (absence of/or incorrectly	Full shift payment (hourly rate

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

ITEM	PENALTY
completed).	x 12).
Gender posting insufficient or not balance.	
Non posting of security officers.	
Desertion of post.	
Misrepresentation of information.	
Misconduct (any offence contained in the service providers or PSIRA code of conduct).	
Sleeping on duty.	
Failure to conduct any of the required 1 st level and/or 2 nd level inspections (1 penalty per inspection not conducted).	
Posted officers without the knowledge of the departmental representative.	
Posted officers who are not inducted by the service provider.	
Defective equipment.	
Absence of required equipment.	
Officers working long hours without a relieve i.e 16 hours and more.	
Dereliction of duty.	
Making use of a cell phone whilst on duty.	
Security officers found reading newspaper or other non-work-related documents on duty.	
Eating on duty (at post).	
Offsite supervisor committing any of the above-mentioned penalties.	R1 000 per penalty.
Failure to establish control room within the specified timeframe.	R5 000 per week.
Failure to implement patrol system within the specified timeframe.	R2 500 per week.
Failure to implement electronic occurrence book within the specified timeframe.	R2 500 per week.

24.2 Security officers must render the security guarding services as required by OVG. Should it at any time during the term of this contract be determined that security personnel of a lower grade or with inadequate training or no training at all were provided, all overpayments made to the appointed service providers shall forthwith be recovered from the time the lower grade or untrained security personnel was/were deployed. This may be regarded as material breach of the contract which could lead to the termination of the contract.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR OFFICES OF THE VALUER-GENERAL (OVG) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

25 REQUEST FOR FUTHER INFORMATION

All enquiries regarding the bid may be directed to the following:

Technical Enquiries

Mr. T Maila

Tel:

Thabo.Maila@dalrrd.gov.za

For Supply Chain Management enquiries, please contact:

Mr. Gobusamang Ishmael Sekwale

Gobusamang.Sekwale@ovg.org.za

Tel: 060 535 5769

Ms. K Seatlholo

Kehilwe.seatlholo@ovg.org.za

Tel: 071 604 0399

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 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.