OVG (01) (2026/2027)

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

THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE: TUESDAY, 03 NOVEMBER 2026

TIME: 11:00

LOCATION: OFFICE OF THE VALUER-GENERAL (OVG)

Praetor Forum Building

3rd Floor, 267 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)

Praetor Forum Building

3rd Floor, 267 Lilian Ngoyi Street

Pretoria, 0001

GPS Coordinates

CLOSING DATE: TUESDAY, 17 NOVEMBER 2026 AT 11:00

ENQUIRIES PLEASE CONTACT: TECHNICAL AND BID RELATED:

No.	Office	Contact person	Contact details
1	Office of the Valuer-General	Mr. G Sekwale/ Mr C Mokala	012 036 0036 ovgscp@ovg.org.za

By participating in this BID, you are accepting to have 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.

TERMS OF REFERENCE (TOR)

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

1. PURPOSE

1.1 The Office of the Valuer-General (OVG) invites suitably qualified and PSIRA-accredited security service providers to submit proposals for the provision of physical security guarding services at the OVG offices in Pretoria for a period of thirty-six (36) months. The objective is to ensure the protection of personnel, visitors, information, assets, and property through professional security services.

2. BACKGROUND

2.1 The Office of the Valuer-General was established in terms of the Property Valuation Act, Act 17 of 2014, and commenced operations on 1 August 2015. OVG currently operates from offices located at Praetor Forum Building and Centre Walk Building in Pretoria Central.

2.2 To ensure the safety and security of its operations, OVG requires the appointment of a suitably qualified and experienced security service provider to render comprehensive physical security guarding services.

3. CONTRACT PERIOD

3.1 The successful service provider shall render the services for a period of:

Thirty-Six (36) Months

4. SCOPE OF WORK AND DELIVERABLES

4.1 The appointed service provider shall provide 24-hour physical security guarding services, seven (7) days a week, including public holidays, at the following locations:

Site 1

Office of the Valuer-General Praetor Forum Building, 3rd Floor, 267 Lilian Ngoyi Street Pretoria Central, 0001

Site 2

Office of the Valuer-General (OVG) 266 Centre Walk Building, 6th Floor Corner Thabo Sehume & Pretorius Street Pretoria, 0001

4.2 **Security Coverage**

Security services shall be provided:

- 24 Hours per day
- 7 Days per week
- 365 Days per year

4.2.1 **Security Officer Deployment Tables**

Site	Day Shift	Night Shift
Praetor Forum Building	1 Supervisor + 3 Officers	2 Officers
Centre Walk Building	1 Supervisor + 2 Officers	2 Officers

4.3 The service provider will be responsible for:

4.3.1 **Enforcement of Access Control Procedures**

- Verify the identity and authorization of all persons entering or exiting the premises.
- Control access through designated entry and exit points only.
- Ensure employees, contractors, visitors, and service providers always display valid identification or access credentials.
- Register visitors in accordance with established security procedures.
- The service provider shall provide and operate a digital access control and registration system for all visitors, employees, contractors, and service providers entering the premises.
- Verify visitor appointments and obtain host authorization before granting access.
- Issue visitor badges and ensure visitors are escorted where required.
- Maintain accurate visitor logs and records.
- Monitor and control vehicle access to the site.
- Verify vehicle permits, delivery documentation, and driver identification where applicable.

- Conduct vehicle inspections in line with security protocols.

4.3.2 **Protection of employees, visitors, assets and information**

- Safeguarding the health, safety, and security of employees, contractors, and visitors while on the OVG premises or conducting OVG business.
- Protecting physical assets, including buildings, equipment, vehicles, inventory, and other OVG resources, against loss, theft, damage, or misuse.
- Securing information assets, including confidential, proprietary, personal, and business-critical information, from unauthorized access, disclosure, alteration, or destruction.
- Implementing access control, incident management, risk assessments, and emergency response procedures.
- Ensuring compliance with applicable legal, regulatory, and OVG security requirements.
- Promoting awareness and accountability among all personnel for maintaining a safe and secure working environment.

4.3.3 **Monitoring and safeguarding movable and immovable assets.**

Movable Assets activities include but not limited to:

- Asset identification and tagging
- Physical security and access control
- Asset tracking and inventory management
- Regular inspections and audits
- Incident reporting and investigation
- Loss prevention measures

Immovable Assets activities include but not limited to:

- Access control and perimeter security
- Guarding services and patrols
- Fire prevention and emergency response measures
- Maintenance and condition monitoring
- Protection against vandalism, trespassing, and unauthorized occupation

4.3.4 **Conducting regular indoor and outdoor patrols.**

- Perform scheduled and random patrols of all designated indoor and outdoor areas to maintain a visible security presence.
- Monitor premises for safety hazards, security breaches, suspicious activities, and unauthorized access.

- Inspect buildings, parking boom gate, parking areas, walkways, and other critical infrastructure.
- Verify that doors, windows, locks, alarms, and security equipment are functioning correctly and secured as required.
- Identify and report maintenance issues, safety risks, or security incidents to the appropriate personnel.
- Respond promptly to emergencies, incidents, and alarms encountered during patrols.
- Maintain accurate patrol records, observations, and incident reports in accordance with the OVG procedures.
- Support compliance with health, safety, security, and operational policies while protecting people, assets, and property

4.3.5 **Incident reporting and investigations.**

a) Incident Detection and Reporting

The Service Provider shall:

- Monitor, identify, and respond to security incidents, threats, and breaches.
- Immediately report all security incidents to the OVG designated representative.
- Record incidents in the prescribed incident management system, occurrence book, or incident register.
- Submit preliminary incident reports within the agreed Service Level Agreement (SLA) timelines.
- Preserve all relevant evidence, including photographs, witness statements, and access control records.

b) Incident Investigation

The Service Provider shall:

- Conduct preliminary investigations into all security-related incidents.
- Determine the nature, cause, circumstances, and potential impact of incidents.
- Gather and secure evidence in accordance with legal and evidentiary requirements.
- Interview witnesses, affected persons, and involved personnel where appropriate.
- Coordinate with law enforcement agencies and emergency services when required.

- Identify contributing factors and security vulnerabilities associated with the incident.

c) Incident Classification

The Service Provider shall classify incidents according to severity and risk, including but not limited to:

- Theft and burglary.
- Fraud and dishonesty.
- Vandalism and malicious damage.
- Trespassing and unauthorized access.
- Assault, violence, or threats.
- Health and safety related security incidents.
- Loss of OVG property.
- Security system failures.
- Fire, emergencies, and business disruption events.

d) Escalation and Communication

The Service Provider shall:

- Escalate serious incidents immediately to the OVG management.
- Notify relevant stakeholders in accordance with escalation procedures.
- Maintain continuous communication with the OVG throughout the investigation process.
- Provide regular status updates on open investigations.

e) Investigation Reporting

The Service Provider shall:

- Produce comprehensive investigation reports containing:
  - Incident description.
  - Timeline of events.
  - Evidence collected.
  - Root cause analysis.
  - Findings and conclusions.
  - Corrective and preventive actions.
  - Recommendations for risk mitigation.
- Submit final investigation reports within agreed timelines.

f) Corrective and Preventive Actions

The Service Provider shall:

- Recommend measures to prevent recurrence of similar incidents.
- Assist in implementing corrective actions approved by the OVG.
- Monitor effectiveness of implemented controls.
- Identify trends and recurring security risks.

g) Monthly and Management Reporting

The Service Provider shall:

- Provide monthly incident statistics and analysis.
- Report incident trends, hotspots, and recurring security concerns.
- Present recommendations for improving the security environment.
- Participate in security review meetings with the OVG.

h) Compliance Requirements

The Service Provider shall:

- Conduct investigations in compliance with applicable laws, regulations, and the OVG policies.
- Maintain confidentiality of all investigation information.
- Ensure proper chain of custody for evidence.
- Compile and hand over the incident records and investigation reports for the period specified by the OVG.

4.3.6 **Security Escorts for Master and other Keys**

Service Provider shall provide security personnel to escort the movement, collection, delivery, and transfer of master and other keys when requested by the OVG.

Responsibilities

1. **Escort Services**
   - Provide security escorts to facilitate the safe and secure movement of designated keys between OVG offices.
   - Ensure that designated keys remain under constant supervision and control throughout the entire movement process.
   - Accompany authorized personnel responsible for carrying or receiving keys.

2. **Protection and Safeguarding**
   - Prevent unauthorized access, tampering, theft, loss, or duplication of keys.
   - Maintain the confidentiality and security of all key-related information.
3. **Verification Procedures**
   - Verify the identity and authorization of personnel involved in key collection and handover.
   - Ensure proper signing of key registers, chain-of-custody forms, and transfer documentation.
4. **Transport and Route Security**
   - Conduct risk assessments for key movements where required.
   - Report any security incidents, delays, losses, or suspicious activities immediately.
5. **Record Keeping**

   Maintain accurate records of all key seal activities, including:

   - Date and time of sealing.
   - Names of the authorized personnel involved.
   - Key identification or reference numbers.
   - Collection and delivery locations.
   - Any incidents, irregularities, or deviations from established procedures.
6. **Emergency Response**
   - Respond appropriately to security threats or incidents involving keys.
   - Escalate incidents to the OVG Security representative in accordance with agreed escalation procedures.
7. **Compliance**
   - Adhere to the OVG Physical Security Policies, Key Management Procedures, and applicable legal and regulatory requirements.
   - Ensure security personnel are trained, vetted, licensed, and equipped to perform escort duties.

4.3.7 Gender Equity

The bidder shall ensure a reasonable gender balance when deploying personnel in accordance with applicable labour legislation and OVG requirements.

4.3.8 Security Infrastructure and Equipment

- Fully functional control room.
- Electronic Occurrence Book (E-OB).
- Guard patrol monitoring system.
- Handheld radios with spare batteries.
- Base radio communication system.
- Flashlights and accessories.
- Handcuffs.
- Batons.
- Pocketbooks.
- Detection equipment including handheld metal detectors.
- Security registers.
- Branded patrol vehicles.

4.3.9 QUARTERLY AND MONTHLY REPORTING

- The appointed service provider shall conduct **quarterly Threat and Risk Assessments (TRAs)** and security risk evaluations for both office locations. A comprehensive assessment report, including findings, recommendations, and corrective action plans, shall be submitted to the Employer within the agreed reporting period.

- The appointed service provider shall attend and participate in **monthly and quarterly performance review meetings**, either physically or virtually, as required by the Employer. The service provider shall present relevant security reports, assessment outcomes, incident trends, risk mitigation measures, and any other information requested by the Employer to support effective contract and security management.

5. WORKING HOURS

5.1 The service provider shall ensure continuous security coverage as follows:

Day Shift

06h00 – 18h00

Night Shift

18h00 – 06h00

5.2 The service provider shall ensure that:

- All security posts remain fully always manned.
- Relief arrangements are in place.

- Shift handovers occur through inspection parades at least 15 minutes before commencement of each shift.
- Gender representation is maintained at 50% male and 50% female security officers where operationally possible.

6. MINIMUM REQUIREMENTS

6.1 The service provider must:

- Be registered and accredited with PSIRA.
- Hold a valid PSIRA Letter of Good Standing.
- Have directors registered as PSIRA Grade A officers.
- Be registered with COIDA.
- Be registered with the Private Security Sector Provident Fund (PSSPF) or recognised equivalent.
- Possess Public Liability Insurance with a minimum cover of R1 million.
- Demonstrate an operational presence within Gauteng Province.
- Operate an established security control room.
- Provide proof of relevant security guarding experience.

7. PERFORMANCE AND REPORTING REQUIREMENTS

7.1 The appointed service provider shall:

7.1.1 Incident Reporting

- Notify OVG immediately of any security incident.
- Submit incident summaries within 8–12 hours.
- Submit preliminary investigation reports within 3–5 days.
- Submit comprehensive investigation reports within 14–21 days.

7.1.2 Risk Assessments

- Conduct quarterly security risk assessments.
- Present findings and mitigation measures to OVG.

7.1.3 Meetings

- Attend monthly and quarterly operational review meetings as requested by OVG.

8. KEY PERFORMANCE REQUIREMENT

8.1 The successful bidder shall ensure:

- Effective access control.
- Hourly patrols.
- Proper use of security equipment.
- Compliance with PSIRA regulations.
- Compliance with OHS requirements.
- Confidential handling of OVG information.
- Proper maintenance of registers and occurrence books.
- Immediate response to emergencies and incidents.

9. TENDERS WILL BE EVALUATED IN TERMS OF THE EVALUATION CRITERIA STIPULATED BELOW:

The bid evaluation process shall be conducted in four phases:

a) Evaluation for mandatory criteria
b) Evaluation in terms of Functionality (Technical & Site Inspection)
c) Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022

9.1 Phase 1: Mandatory Requirements

Bidder must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidder who fail to comply with all the mandatory criteria will be disqualified

Table 1:Mandatory Requirements

No.	Mandatory Requirement	Substantiating Evidenceof Compliance (Used to assess compliance)
1.	9.1.1 PSIRA Company Registration Certificate	Bidders must submit a valid Private Security Industry Regulatory Authority (PSIRA) Company Registration Certificate with their bid submission
2.	9.1.2 PSIRA Letter of Good Standing.	Bidders must submit, as part of their bid submission, a valid Private Security Industry Regulatory Authority (PSIRA) Letter of Good Standing
3.	9.1.3 Directors' PSIRA Grade A Certificates	The bidder must submit a valid PSIRA Grade A Certificate for each active director involved in the management and control of the security business, or as otherwise required by PSIRA legislation and regulations.

No.	Mandatory Requirement	Substantiating Evidenceof Compliance (Used to assess compliance)
4.	9.1.4 COIDA Letter of Good Standing	Bidders must submit a valid Compensation for Occupational Injuries and Diseases Act (COIDA) Letter of Good Standing issued by the Compensation Fund, Department of Employment and Labour. ➢ The Letter of Good Standing must be valid on the closing date of the bid.
5.	9.1.5 PSSPF Registration and Good Standing	Bidders must submit proof of registration with the Private Security Sector Provident Fund (PSSPF) and a valid Certificate/Letter of Good Standing issued by the PSSPF
6.	9.1.6 Valid Public Liability Insurance Certificate	The bidder must submit proof of an existing Public Liability Insurance Policy in the name of the bidding entity, or a Letter of Intent/Undertaking from a registered insurer confirming its willingness to provide the required cover upon award of the contract. Such letter must not be older than 30 days prior to the bid closing date. The successful bidder shall be required to maintain the Public Liability Insurance cover for the full duration of the contract. The Public Liability Insurance cover must be no less than R1,000,000 (One Million Rand) per incident and remain valid for the full duration of the contract. **Note:** Where a bidder submits a comprehensive insurance policy, the policy must clearly indicate Public Liability Insurance as a separate item of cover with a minimum value of R1,000,000 (One Million Rand).
7.	9.1.7 The Pricing Schedule (SBD form)	The bidder must fully complete and submit the prescribed **Pricing Schedule (SBD 3)** included in the bid document. **NB:** Failure to utilise the prescribed pricing template contained in the bid document may render the bid non-responsive. No alternative pricing schedules or formats will be accepted. Bidders must submit **hourly and monthly rates** in accordance with the applicable **Private Security Industry Regulatory Authority (PSIRA)** requirements and the **National Bargaining Council for the Private Security**

		Sector (NBCPSS) minimum wage and benefits provisions applicable at the closing date of the bid. The Employer reserves the right to verify pricing against applicable PSIRA requirements, NBCPSS minimum wage determinations, statutory contributions, and all relevant labour obligations. Pricing found to be materially below the minimum cost required to comply with applicable legislation and industry requirements may be regarded as unrealistic, may be subjected to further clarification, and may result in the bid being found non-responsive in accordance with applicable procurement legislation and prescripts.
8.	9.1.8 Proof of Compliance with Minimum Wages and Statutory Contributions (NBCPSS)	The bidder must be registered with the National Bargaining Council for the Private Security Sector (NBCPSS) and submit proof of such registration in the name of the bidding company. The bidder must further submit a valid NBCPSS Letter of Good Standing in the name of the bidding company, which must be valid on the bid closing date. Bidders must demonstrate compliance with the minimum wages and statutory employer obligations applicable to the private security sector as prescribed by the NBCPSS and relevant labour legislation. **Required Evidence**: ➢ Proof of registration with the NBCPSS in the name of the bidding company; ➢ A valid NBCPSS Letter of Good Standing in the name of the bidding company; and ➢ A signed declaration (**Annexure A**) confirming that the pricing submitted includes all statutory wages, allowances, benefits, provident fund contributions, leave pay, UIF contributions, COIDA contributions, overtime allowances (where applicable), and any other employer obligations prescribed by law and the NBCPSS. NB: Failure to submit proof of registration, a valid NBCPSS Letter of Good Standing, and the signed declaration may render the bid non-responsive. Where the validity of the submitted documents cannot be verified, the Employer reserves the right to request further confirmation from the NBCPSS.

9.	9.1.9 Attendance of the compulsory briefing session.	Attendance of the compulsory briefing session is mandatory for all interested bidders. Only bidders who attend and sign the official attendance register will be eligible to submit a bid. Failure to attend the compulsory briefing session will result in the bid being deemed non-responsive and it will not be considered for further evaluation
10.	9.1.10 Joint Venture (JV) Requirements **(if applicable)** **Note:** *Each member of the Joint Venture is required to submit its own compliance and good standing documentation. Failure by any JV member to provide the required valid documentation may render the Joint Venture submission non-responsive.*	In the case of a **Joint Venture (JV)**, the submission must include: **(If applicable)** 1. A duly signed **Board Resolution or Letter of Authority** from **each participating company** in the Joint Venture. 2. A **Joint Venture Resolution**, signed by all JV members, authorising a designated member or representative to sign all tender documents on behalf of the Joint Venture. 3. **A valid Directors' PSIRA Grade A Certificate** for each JV member, where applicable. 4. A valid **COIDA Letter of Good Standing** for each JV member. 5. A valid **PSIRA Company Registration Certificate** for each JV member. 6. A valid **PSIRA Letter or Certificate of Good Standing** for each JV member (where applicable). 7. A valid **PSSPF Letter or Certificate of Good Standing** for each JV member. 8. A valid **Public Liability Insurance Certificate** for each JV member, confirming that the policy is current and in good standing. 9. **Proof of registration with the NBCPSS** in the name of each JV bidding member; and 10. **A valid NBCPSS Letter of Good Standing** in the name of each JV member. 11. The signed declaration relating to compliance with NBCPSS minimum wages, benefits, statutory contributions and labour obligations for each JV member.

Failure to submit any mandatory document shall result in disqualification.

9.2 ADMINISTRATIVE REQUIREMENTS

9.2.1 Tax Requirements:

a) Bidder must ensure compliance with their tax obligations.
b) Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
c) Application for tax compliance status (TCS) or pin may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
d) Bidder may also submit a printed TCS together with the bid.
e) In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
f) Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

9.2.2 Fully completion of SBD4 (Bidder's disclosure), SBD 6.1 (Preference Claim) & OVG supplier maintenance form

9.3 **Phase 2: Functionality Evaluation**

9.3.1 Only the bidder who have complied with mandatory requirements will be evaluated for functionality. The bidder must, as part of their bid documents, submit supporting documentation for all functional requirements as indicated here under. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

9.3.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

9.3.3 Functionality will be evaluated based on the supporting documentation supplied by the bidder in accordance with the below functionality criteria and values.

9.3.4 The applicable values that will be utilised when scoring each criterion ranges from: 0=No submission, 1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent.

Criteria	**Weight**
Security Manager Experience	20
Security Operations Manager Experience	20
Company Experience in Security Guarding Services	15
Track Record and Reference Letters	25
Methodology & Implementation Plan	20
Total	**100**

<table>
<tr><th colspan="3">1. SECURITY MANAGER EXPERIENCE</th></tr>
<tr><th>Evaluation Criteria</th><th>Application</th><th>Weight</th></tr>
<tr><td>Security Manager experience withPSIRA Grade A/B</td><td>
<h2>Security Manager Qualifications and Experience (20 Points)</h2>
The bidder must nominate a Security Manager and submit:

Grade 12 Certificate;
Valid PSIRA Grade A or B Registration Certificate;
Minimum NQF Level 6 Diploma in Security Management/Security Risk Management or equivalent qualification;
Detailed CV indicating employment history with clear start and end dates; and
Evidence of experience in integrated security management environments.

The Security Manager must demonstrate competencies in:

Strategic Security Management;
Risk Management;
Compliance Monitoring;
Report Writing; and
Presentation Skills.

<h2>Scoring Matrix</h2>
<table>
<tr><th>Experience as Security Manager in Integrated Security Environments</th><th>Rating</th><th>Score</th></tr>
<tr><td>No CV, qualification, or PSIRA certificate submitted</td><td>Non-responsive</td><td>0</td></tr>
<tr><td>Meets minimum requirements and has 3 years to less than 5 years' experience</td><td>Average</td><td>2</td></tr>
<tr><td>Meets minimum requirements and has 5 years to less than 7 years' experience</td><td>Good</td><td>3</td></tr>
<tr><td>Meets minimum requirements and has 7 years to less than 10 years' experience</td><td>Very Good</td><td>4</td></tr>
<tr><td>Meets minimum requirements and has 10 years or more experience</td><td>Excellent</td><td>5</td></tr>
</table>
Scoring Methodology: The score awarded by the evaluation panel (0-5) shall be converted proportionally to the allocated weighting of 20 points

Important Note:
Failure to submit the Grade 12 Certificate, PSIRA Grade A/B Registration, NQF Level 6 Diploma, and detailed CV with clearly indicated employment periods will result in a score of 0 points for this criterion.
The Office reserves the right to verify qualifications, registrations, and experience claimed.
</td><td>20</td></tr>
</table>

2. SECURITY OPERATIONS MANAGER

EvaluationCriteria	Application	Weight
Security operations Manager experience with PSIRA Grade A/B	**Security Operations Manager: Qualifications and Experience (20 Points)** The bidder must nominate a Security Operations Manager responsible for coordinating, monitoring, and ensuring consistent implementation of security operations across all sites. The bidder must submit: • The Security Operations Manager must possess a minimum Grade 12 qualification and a valid PSIRA Grade A or Grade B registration certificate. • Detailed CV clearly indicating employment history with start and end dates. The proposed Security Operations Manager must have experience in managing and overseeing guarding operations within a security services environment. **Scoring Matrix** **Experience as Security Operations Manager in Guarding Services Environment** / **Rating** / **Score** No CV and/or PSIRA Grade A/B Registration submitted / Non-responsive / 0 Meets minimum requirements and has 3 years to less than 5 years' experience / Average / 2 Meets minimum requirements and has 5 years to less than 7 years' experience / Good / 3 Meets minimum requirements and has 7 years to less than 10 years' experience / Very Good / 4 Meets minimum requirements and has 10 years or more experience / Excellent / 5 **Scoring Methodology:** The score awarded by the evaluation panel (0-5) shall be converted proportionally to the allocated weighting of **20 points** **Important Note:** *Experience will be assessed based on the CV submitted and only experience specifically related to security operations management and guarding services will be considered. The Office reserves the right to verify qualifications, PSIRA registration, and experience claimed by the bidder.*	**20**

3. COMPANY EXPERIENCE, CAPABILITY AND ABILITY IN GUARDINGSERVICES (40 Points)

EvaluationCriteria	Application	Weight
• Experience • Competency • Track record **Important Note:** *Only reference letters that contain all the prescribed information listed above will be considered for scoring. The Office reserves the right to verify any reference provided with the respective client*	**3.1 Company Experience in Security Guarding Services (15 Points)** The bidder must submit: • PSIRA Registration Documents; • Company Profile; and • Evidence of experience in rendering security guarding services. **Scoring Matrix** **Years of Relevant Company Experience / Rating / Score** No evidence submitted / No Information / 0 Less than 3 years / Poor / 1 3 to less than 5 years / Average / 2 5 to less than 7 years / Good / 3 7 to less than 10 years / Very Good / 4 10 years or more / Excellent / 5 **Scoring Methodology:** The score awarded (0-5) shall be converted proportionally to the allocated weighting of 20 points. **3.2 Track Record and Reference Letters (25 Points)** The bidder must submit reference letters/testimonials for successfully completed security guarding services projects. Each reference letter must be on the client's letterhead and include: • Description of the project. • Client's name. • Client's contact details (email address and office telephone number). • Indicate the contract/project start and end dates. • Confirm satisfactory completion/performance of the contract; and Relate to contracts completed for a period of twelve (12) months or more **Scoring Matrix-** The score awarded by the evaluation panel (0-5) shall be converted proportionally to the allocated weighting of 20 points **Number of Compliant Reference Letters Submitted / Rating / Score** No compliant reference letters submitted / Non-responsive / 0 1 compliant reference letter/testimonial for a successfully completed security guarding project / Poor / 1 2 compliant reference letters/testimonials for successfully completed security guarding projects / Average / 2 3 compliant reference letters/testimonials for successfully completed security guarding projects / Good / 3 4 compliant reference letters/testimonials for successfully completed security guarding projects / Very Good / 4 5 or more compliant reference letters/testimonials for successfully completed security guarding projects / Excellent / 5	**40**

4. Proposed Approach and Methodology (20 Points)

<table>
<tr><th>Evaluation Criteria</th><th>Application</th><th>Weight</th></tr>
<tr><td>Proposed Approach and Methodology

Important Note:
The evaluation panel will assess the extent to which the methodology demonstrates a practical understanding of the scope of work, operational requirements, implementation approach, risk management strategy, and the bidder's ability to successfully deliver the required security services.</td><td>
Proposed Approach and Methodology

The bidder must submit a detailed methodology and preliminary project implementation plan/programme demonstrating how the security services will be mobilised, managed, monitored, and delivered in accordance with the requirements of the Terms of Reference (TOR).

The methodology and project plan should, at a minimum, address the following:

• Mobilisation and implementation strategy;
• Deployment and management of security personnel;
• Supervision and reporting arrangements;
• Incident management and escalation procedures;
• Quality assurance and performance monitoring measures;
• Risk management and continuity plans;
• Timeframes and milestones for implementation; and
• Any innovation or value-added services proposed.

Scoring Methodology: The score awarded by the evaluation panel (0-5) shall be converted proportionally to the allocated weighting of 20 points.

Scoring Matrix
<table>
<tr><th>Assessment Criteria</th><th>Rating</th><th>Score</th></tr>
<tr><td>No methodology submitted</td><td>No Evidence</td><td>0</td></tr>
<tr><td>submission fails to address the TOR requirements.</td><td>Poor</td><td>1</td></tr>
<tr><td>Methodology and project plan address some of the TOR requirements but lack sufficient detail, clear implementation measures, timelines, or deliverables.</td><td>Average</td><td>2</td></tr>
<tr><td>Methodology and project plan adequately address most of the TOR requirements and provide a reasonable implementation approach with timelines and deliverables.</td><td>Good</td><td>3</td></tr>
<tr><td>Methodology and project plan comprehensively address all TOR requirements, clearly demonstrate how the services will be delivered, include measurable milestones, risk mitigation measures, and provide value-added initiatives.</td><td>Very Good</td><td>4</td></tr>
<tr><td>Methodology and project plan comprehensively and exceptionally address all TOR requirements, demonstrate a clear understanding of the project, provide innovative and practical solutions, detailed implementation milestones, robust risk management measures, quality assurance mechanisms, and significant value-added initiatives that enhance service delivery.</td><td>Excellent</td><td>5</td></tr>
</table>
</td><td>20</td></tr>
</table>

Only bidders who achieve a minimum score of **60 points for functionality** will proceed to the site inspection stage. The purpose of the site inspection is to verify the bidder's operational capacity, including the existence and functionality of the control room and related infrastructure required for the execution of the services

The applicable values that will be utilised when scoring each criterion ranges from: 0=No submission, 1 being Poor, 2 = Average, 4 = Good & 5 = Excellent.

Criteria	Weight
Office Infrastructure and Communication Systems	20
Administrative and Operational Capacity	45
Uniform Availability	20
Fleet Capacity	15
Total	**100**

9.4 **Phase 3:** Site Inspection shall be evaluated on a weighted scoring basis in accordance with the approved evaluation criteria. Bidders must achieve a minimum score of seventy **(70) points out of one hundred (100)** to proceed to the Price and Preference Point Evaluation Stage.

<table>
<tr><th>EvaluationCriteria</th><th>Application</th><th>Weight</th></tr>
<tr><td>Office Infrastructure and Communication Systems</td><td><u>Office Infrastructure and Communication Systems (20 Points)</u>

The bidder must have the following communication systems available and in working condition:

I. Landline and/or cellular communication system
ii. Printer and copier facilities
iii. Internet access
iv. Base radio system
v. Valid radio licences (where applicable)

Scoring Matrix
<table>
<tr><th>Communication Systems Available and Functional</th><th>Rating</th><th>Score</th></tr>
<tr><td>No communication systems available or no evidence provided</td><td>No Information</td><td>0</td></tr>
<tr><td>Only 1 of the required communication systems available and functional</td><td>Poor</td><td>1</td></tr>
<tr><td>2 to 3 of the required communication systems available and functional</td><td>Average</td><td>2</td></tr>
<tr><td>4 of the required communication systems available and functional</td><td>Good</td><td>4</td></tr>
<tr><td>All 5 required communication systems available and functional, including additional technology (e.g. vehicle tracking, electronic occurrence book, foot patrol monitoring systems)</td><td>Excellent</td><td>5</td></tr>
</table></td><td>20</td></tr>
</table>

Administrative and Operational Capacity (45 Points)

The bidder must demonstrate the availability of:

I. Designated control room operators and/or radio operators Control Room Requirements (24-hour control room capability; Incident logging system;
Occurrence Book (manual or electronic);
Two-way communication capability;
Staff responsible for control room operations; and
ii. Designated HR and Finance personnel responsible for maintaining employee and compliance records, including personnel files, PSIRA registrations, leave records, payroll records, third party payment i.e. COIDA, Affinity health and related documentation

45

Scoring Matrix

Administrative and Operational Support Structure	Rating	Score
No evidence submitted	No Information	0
Only one of the required components (I) or (ii)) is available	Poor	1
Both components are available, but evidence is incomplete or outdated	Average	2
Fully functional control room and designated HR and Finance personnel with complete and up-to-date records	Good	4
Fully functional control room and designated HR and Finance personnel supported by comprehensive manual and electronic record management systems and demonstrable compliance controls	Excellent	5

Company Uniforms (20 Points)

The bidder must demonstrate availability of:
I. corporate uniform with company branding/logo for both male & female; and

20

Scoring Matrix

Uniform Availability	Rating	Score
No uniforms available for inspection	No Information	0
Corporate Uniform without company branding	Poor	1
Incomplete Corporate uniforms available for both Gender	Average	2
Complete corporate uniforms for male and female officers, with branding	Good	4
Complete corporate uniforms for male and female officers, with branding and additional stock available for both gender in deployment purposes	Excellent	5

Compulsory Uniform Items (No Exceptions): Corporate Uniform (Office-Based Officers):

Pair of Formal Shoes (polished, office-appropriate), Formal Blazer, Pullover (for colder seasons), Jersey, Pair of Trouser/Skirt(season-appropriate), Shirt/Blouse (long-sleeve for winter, short-sleeve for summer), Windbreaker (water-resistant, for cold and rainy conditions), Belt (durable, security-grade), Pair of Socks (comfortable and durable) and PSIRA and Company Identification Card with a Lanyard and Card Holder (must be always worn).

Uniforms must be PSIRA compliant and clearly display the bidder's company identification in accordance with applicable PSIRA requirements.

Branded Patrol Vehicles (15 Points)

The bidder must provide evidence and make available for inspection branded patrol vehicles registered in the name of the company, shareholders, members, or directors.

Scoring Matrix

Number of Branded Vehicles Available for Inspection	Rating	Score
No vehicles or no evidence provided	No Information	0
1 branded vehicle	Poor	1
2 branded vehicles	Average	2
3 branded vehicles	Good	4
4 or more branded vehicles	Excellent	5

Note: Vehicles may be owned, leased, financed or otherwise legally available for contract execution, provided documentary proof is submitted.

Only bidders who achieve a minimum score of seventy (70) points out of one hundred (100) during Phase 3 (Site Inspection) shall proceed to Phase 4: Price and Preference Point Evaluation.

9.5 **Phase 4: Price and Preference**

Qualifying bids will be evaluated in accordance with the **80/20 Preference Point System** as prescribed by the Preferential Procurement Regulations.

9.5.1 Only bids that achieve the minimum qualifying score for Physical Demonstration / Proof of Concept (POC) will be evaluated further in accordance with the 80/20 preference points system. Evaluation in this stage will be done as per the information furnished on the Pricing Schedule (SBD 3.3)

9.5.2 The 80/20 preference points system as prescribed in the Preferential Procurement Regulations, November 2022 pertaining to the Preferential Procurement Policy Framework Act, (ACT No 5 of 2000) (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price, and a maximum of 20 points will be awarded according to the Specific Goal points claimable in respect of Preferential Status.

9.5.3 The following formula will be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$Ps = 80\ (1 - \frac{Pt - Pmin}{Pmin})$$

Where-
Ps = Points scored for price of tender under consideration.Pt = Price of tender under consideration; and
P min = Price of lowest acceptable tender.

9.5.4 A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

9.5.5 The points scored for the specific goal will be added to the points scored for price and the total will be rounded off to the nearest two decimal places.

9.5.6 Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

The specific goals allocated points in termsof this tender	**Number of pointsallocated. (80/20 system)**
Historically Disadvantaged individuals (HDIs)	
Who had no franchise in the elections before 1983 and 1993 Constitution	10
Who is a Female	5
People with Disabilities (PwDs)	5

9.5.7 Tenderers Preference points for HDI will be calculated on their percentage ownership or shareholding in business, if they are actively involved in and exercise control over the enterprise.

9.5.8 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

9.5.9 A person awarded a contract because of preference for contracting with or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

9.5.10 Preference points stipulated in respect of a tender must include preference points for equity ownership by HDIs. The equity ownership must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

9.5.11 If the percentage of ownership changes after the closing date of the tender, the tenderer must notify OVG and such tenderer will not be eligible for any preference points. Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

9.5.12 All claims made for equity ownership by an HDI will be considered according to the following criteria:

(i) Equity within private companies must be based on thepercentage of equity ownership.
(ii) Preference points may not be awarded to public companiesand tertiary institutions.
(iii) The following formula will be applied to calculate the number of points for equityownership by an HDI:

$$NEP = \frac{NOP * EP}{100}$$

Where
NEP = Points awarded for equity ownership by an HDI
NOP= The maximum number of points awarded for equity ownership by an HDI
EP = The percentage of equity ownership by an HDI within the enterprise or business,

9.5.13 Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.

9.5.14 Documentation to substantiate the validity of the credentials of the trustees must be submitted.

9.5.15 A Consortium or Joint Venture may, based on the percentage of the contract

value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

9.5.16 The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.

9.5.17 Bidders are required to submit proof of HDI. Proof includes valid Central Supplier Database (CSD) together with their tenders to substantiate their specific Goals claims for HDIs who had no franchise in the elections before 1983 and 1993 Constitution and Female.

9.5.18 Tenderers who do not submit proof of HDI claims as indicated above do not qualify for preference points for specific Goals but will not be disqualified from the tendering process.

9.6 CRITERIA FOR BREAKING DEADLOCK IN SCORING

9.6.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.

9.6.2 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

10. REQUIREMENT FOR SUBMISSION OF THE PROPOSAL

10.1 Design a suitable methodology to undertake the assignment.

10.2 Submit a company profile that highlights capabilities relevant to physical security services

10.3 Demonstrate appropriate knowledge and experience in carrying out services of similar nature.

10.4 Attach full Curriculum Vitae of all the team members who are qualified and experienced in physical security services.

10.5 Bidders are advised to take note of the specified scope which will serve as a minimum performance matrix once the contract has been awarded. No changes to the scope will be entertained if the Bidder did not cost the services accordingly.

11. SECURITY AND CONFIDENTIALITY OF INFORMATION

The successful bidder shall:

11.1 No material or information derived from the provision of the services under the

contract may be used for any other purpose except for those of the OVG, except where duly authorized to do so in writing by the OVG.

11.2 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Bidder shall be vested in OVG.

11.3 The successful Bidder agrees to keep confidential all records and information of or related to the project and not disclose such records or information to any third party or owner without the prior written consent of OVG.

11.4 Require all deployed security personnel to sign confidentiality declarations.

11.5 Prevent unauthorized disclosure of OVG information.

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

12. PENALTIES

Failure to comply with contractual requirements may result in penalties including, but not limited to:

- Unmanned security posts.
- Failure to submit reports.
- Uniform non-compliance.
- Missing or defective equipment.
- Security officers sleeping on duty.
- Failure to implement control room and patrol systems.
- Failure to maintain prescribed staffing levels.

Penalties shall be applied in accordance with the approved Service Level Agreement (SLA).

13. COMPULSORY SECURITY UNIFORM ISSUING AND MAINTENANCE

13.1 Uniform Issuing and Maintenance

Annual Uniform Issuing Schedule:

- An annual uniform issuing schedule must accompany all bids.
- Uniforms must be reissued every 12 months without exception.

Initial Issuing Period:

- After recruitment, the service provider will have a grace period of **three (3) months** to ensure all security officers receive a full set of uniforms.
- During the first month, a minimum of one full set must be issued to each officer to ensure operational readiness while the full allocation is prepared.

13.2 Compulsory Uniform Items (No Exceptions): Corporate Uniform (Office-Based Officers):

- 1 Pairs of Formal Shoes (polished, office-appropriate).
- 1 Formal Blazers.
- 2 Pullovers (for colder seasons).
- 1 Jerseys
- 3 Pairs of Trousers/Skirts (season-appropriate).
- 3 Shirts/Blouses (long-sleeve for winter, short-sleeve for summer).
- 1 Windbreaker (water-resistant, for cold and rainy conditions).
- 1 Belt (durable, security-grade).
- 4 Pairs of Socks (comfortable and durable).
- 1 PSIRA and Company Identification Card with a Lanyard and Card Holder (must be always worn).

14. TERMS AND CONDITIONS OF THE PROPOSAL

14.1 Awarding the proposal will be subject to the Bidder's expressing acceptance of the OVG Supply Chain Management Policy and the General Conditions of Contract as published by National Treasury.

14.2 The Bidder should not qualify the proposal with his/her own conditions. Any qualification in the terms and conditions of this bid will result in disqualifications.

14.3 Any shortcoming in these terms of reference must be identified by the bidder prior to the awarding of a contract. Any shortcomings identified by the bidder after the contract has been awarded and that would have an impact on the contract price will be for the account of the bidder.

14.4 Should the bidder 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's notice.

14.5 The contract price shall be fixed for the duration of the contract. Any price adjustments will be limited to annual increases approved by PSIRA and/or the relevant Bargaining Council, subject to official approval and supporting evidence.

14.6 The company and its employees will be subjected to positive security vetting and screening.

14.7 The Office of the Valuer-General shall:

14.7.1 Not accept responsibility/liability of accounts/ expenses incurred by the Bidder that was not agreed upon by the contracting parties.

14.7.2 Conduct business in a courteous and professional manner with

the Bidder.

14.7.3 Not accept responsibility/liability of any damages suffered by the Bidder or the personnel for the duration of the project.

14.7.4 The OVG will enter into a Service Level Agreement upon appointment of the suitable Bidder. These TOR terms and Conditions will also form part of the contract.

15. REQUEST FOR FURTHER INFORMATION

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

No.	Office	Contact person	Contact details
1	Office of the Valuer-General	Mr. G Sekwale/ Mr C Mokala	012 036 0036 ovgscp@ovg.org.za

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE VALUER GENERAL (OVG)					
BID NUMBER:	OVG (01) 2026/2027	CLOSING DATE:	17 NOVEMBER 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO RENDER PHYSICAL SECURITY GUARDING SERVICES FOR THE OFFICE 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, 3rd 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/ Mr C Mokala**	CONTACT PERSON	**Mr GISekwale/ Mr C Mokala**
TELEPHONE NUMBER	**012 036 3036/ 3119**	TELEPHONE NUMBER	**012 036 3036/ 3119**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**ovgscp@ovg.org.za**	E-MAIL ADDRESS	**ovgscp@ovg.org.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]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]
	☐ Yes ☐ No		☐ Yes ☐ No

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

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
1.5.	By participating in this bid, you are accepting to have 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**.**
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 [SBD 3.3]

(Services)

NAME OF BIDDER: .....

BID NO.: OVG (01) 2026/2027 **CLOSING DATE: 17 NOVEMBER 2026** **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)

NB: PRICING SHOULD REMAIN FIXED AND INCLUSIVE OF VAT IF REGISTERED AS VAT VENDORS.

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(R)**
Supervisor Grade B Dayshift (Mon - Fri)	B	1	**R**	12	36 Months	**R**
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 Grade C Day shift (Sun)	C	2	**R**	12	36 Months	**R**
Security Officer Grade C 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	**R**	Monthly	36 Months	**R**
Button Sticks		2	**R**	Monthly	36 Months	**R**
Hand Cuffs		2	**R**	Monthly	36 Months	**R**
Any other Overheads Expenses					36 Months	**R**

SUB –TOTAL (A)- CENTRE WALK BUILDING (Excluding VAT)	**R**

Initials .....

Date: .....

PRICING SCHEDULE [SBD 3.3]

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, StudyLeave, Family response leave, Night shift allowance, provident fund, bonus, COIDA, UIF, Uniformed.						
PRAETOR BUILDING						
PERSONNEL	**GRADE**	**QUANTITY**	**All-inclusive hourlyrate 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 OfficerGrade 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	**R**	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(B)- PRAETOR BUILDING (Excluding 15% VAT)						**R**

CONTRACT SUMMARY	
Description	**Amount (R)**
Centre Walk Building Total (Excl. VAT)	**R**
Praetor Forum Building Total (Excl. VAT)	**R**
Contract Total (Excl. VAT)	**R**
VAT @ 15%	**R**
Total Contract Value (Incl. VAT)	**R**

Initials .....

Date: .....

PRICING SCHEDULE [SBD 3.3]

NB: Failure to fully complete and submit **SBD 3.3** will render the bid **non-responsive** and it will not be considered for further evaluation.

NB: The **Overhead Expenses** quoted must be inclusive of, but not limited to, the following: profit, relievers, control room operations, detection equipment, handheld radios and spare batteries, base radio, flashlights, uniforms, manual & digital registers, and all security-related equipment, including batons, handcuffs, and pocketbooks.

NB: The OVG will not be responsible for any travelling, accommodation, or subsistence costs incurred by the service provider in the performance of the services.

NB: Payments will be processed upon the successful completion, or partial completion, of the agreed deliverables, subject to the terms and conditions of the signed Service Level Agreement (SLA) and submission of a valid invoice.

NB: Bidders are required to indicate the relationship between their quoted rates and the prescribed or recommended rates of the relevant regulatory authority or industry body. Where applicable, supporting justification must be provided for any deviations from such rates.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

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

Full Name	**Identity Number**	**Name of organ of state**

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.

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

2.3.1 If so, furnish particulars:

……
……
……

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

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

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

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

3 GENERAL DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

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

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

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE ABOVE IS CORRECT.

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

…… ……

Signature Date

…… ……...

Designation Name of bidder

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

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
HDIs who had no franchise in the elections before 1983 and 1993 Constitution	10	
HDIs who is a Female	5	
People with Disabilities (PwDs)	5	
Total	**20**	

NB: Bidders are required to submit proof of HDI. Proof includes valid Central Supplier Database (CSD) together with their tenders to substantiate their specific Goals claims for HDIs.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

OFFICE OF THE VALUER-GENERAL

SUPPLIER MAINTENANCE ☐

SAGE

System User Only
Captured By:
Captured Date:
Authorized By:
Date Authorized:
Safety Web Verification
YES NO

Office **The 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	
CSD Supplier 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** ☐

Supplier Type	Individual ☐	Department ☐	Department Number		
	Company ☐	Trust ☐	Other Specify:		
	CC ☐	Other ☐			
	Partnership ☐				

Supplier Bank Account Details

This field is compulsory and should be accompanied by not older than 3 months bank account confirmation letter

Account Holder	
Account Number	
Branch Name	
Branch Number	
Account Type	☐ Cheque/Current Account ☐ Savings Account Transmission ☐ Account Bond Account ☐ Other (Please Specify)
ID Number ☐	
Passport Number	
Company Registration Number	
*CC Registration	
* Please include CC/CK where applicable	
Practice Number	

Not older than 3 months bank account confirmation letter

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

CSD Bank Verification Status (Banking details must appear on Central Supplier Database)	**Verification Succeeded** Yes ☐ No ☐

Contact Details			
Business			
Home Fax	*Area Code*	*Telephone Number*	*Extension*
Cell	*Area Code*	*Telephone Number*	*Extension*
	Area Code	*Telephone Number*	
	Cell Code	*Cell Number*	
E-mail Address			
Contact Person			

	Supplier details	**Organization sender details**
Signature		
Print Name		
Rank		
Date (dd/mm/yyyy)		

Address *of the Office of the Valuer General where form is submitted from*:

ANNEXURE A: DECLARATION OF COMPLIANCE WITH STATUTORY WAGES, BENEFITS AND NBCPSS OBLIGATIONS

Tender No.: OVG (01) 2026/2027

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

Name of Bidder: _____

1. Purpose

1.1 The bidder must confirm that the tendered rates and prices submitted for this bid include all statutory labour costs, employee benefits, allowances, and employer obligations as prescribed by applicable legislation and the National Bargaining Council for the Private Security Sector (NBCPSS).

2. Declaration

2.1 We, the undersigned, duly authorised to represent the bidder, hereby declare that the rates and prices contained in our bid include provision for the following:

No.	Description	Included in Tendered Price (Yes/No)
1	Minimum wages as prescribed by NBCPSS	
2	Annual wage increases as prescribed by NBCPSS	
3	Provident Fund contributions	
4	UIF contributions	
5	COIDA contributions	
6	Leave pays provisions	
7	Sick leave benefits	
8	Family responsibility leave benefits	
9	Overtime allowances (where applicable)	

SCHEDULE A: DECLARATION OF COMPLIANCE WITH STATUTORY WAGES, BENEFITS AND NBCPSS OBLIGATIONS

No.	Description	Included in Tendered Price (Yes/No)
10	Sunday work remuneration (where applicable)	
11	Public holiday remuneration (where applicable)	
12	Night shift allowances (where applicable)	
13	Skills Development Levy (where applicable)	
14	Any other statutory labour-related contributions and obligations	
15	Compliance with all applicable NBCPSS Main Collective Agreement provisions	

3. Bidder's Declaration

We certify that:

1. The prices submitted in this bid are sufficient to ensure full compliance with all applicable labour legislation, NBCPSS requirements, and statutory employer obligations for the duration of the contract.
2. No portion of the pricing has been excluded that would result in underpayment of employees or non-compliance with applicable legislation.
3. The bidder accepts that the Office of the Valuer-General may request evidence of compliance during the evaluation process or at any stage during the execution of the contract.
4. The information provided in this declaration is true and correct.

4. Authorised Signatory

Name of Bidder: _____

Name of Authorised Representative: _____

Designation: _____

Signature: _____

Date: _____

Tender Requirement:

The bidder must complete, sign and submit this Declaration of Compliance with Statutory Wages, Benefits and NBCPSS Obligations. Failure to submit the duly completed and signed declaration may result in the bid being deemed non-responsive

Annexure A

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 (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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