



transport

Department:  
Transport  
REPUBLIC OF SOUTH AFRICA

Ref: CSS 5/11/1  
Enq: Mr. L. Mashile/Mr. T Mkhari  
Tel Number: (012) 309-3429/3011

Dear Sir / Madam

**BID NUMBER: DOT/15/2022/COO**

1. The Department of Transport requires the service as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

- The bid must be submitted in a sealed envelope with the name and address of the bidder with the number and closing date indicated on the envelope. The envelope must not contain documents relating to any bid other than that shown on the cover of the envelope;
- Bids submitted per post must be sent per registered mail. The bid must still reach this office before the closing time. Couriers bid documents must be received before the closing date and time failure to do so may invalidate the bid;
- The attached forms, if completed in detail and returned, will form part of your bid; and
- Prices must be VAT inclusive and all other expenses/disbursements, and be valid for a period of at least **120 days** from closing date.
- **Bidders must submit one (1) original hard copy of the Technical proposal inside an envelope marked "Technical proposal" and four PDF format CD's of the technical proposal, and one (1) Original hard copy of the financial proposal inside market "Financial proposal" on the closing date. If Bidders are not sure of the two envelope separation submission requirements kindly contact the administrative contacts on SBD 3.3 to avoid being disqualified.**
- **Compulsory Briefing Session will be held as follows:**

**Date :04 November 2022**

**Time: 10:00**

**Venue Department of Transport Bosman & Struben Street, Indaba Boardroom.**

- 2 You are advised to acquaint yourself with the contents of the attached general conditions of contract and the checklist.
- 3 It will be expected of the successful bidder to sign a formal contract at this office within seven (7) days after receiving a letter of acceptance.
- 4 Kindly take note that this is a two-envelope system (Technical and Financial) proposals must be marked and put in separate envelopes). Annexure A which will be for Technical proposal and Annexure B for Financial proposal. Bids that do not comply with a two-envelope system will be disqualified.

Kind Regards



**DIRECTOR GENERAL: TRANSPORT**

DATE: 25/10/2022

**CHECKLIST: DOT/15/2022/COO: APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SECURITY SERVICES AND OFFERS RELATED EQUIPMENT TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS.**

<b>NB</b>	<b>SERVICE PROVIDERS MUST INDICATE WITH A TICK</b>	<b>YES</b>	<b>NO</b>
1	Did you take note that bids submitted per mail must be sent per registered mail and reach the Department in time to be <b>deposited in the Tender Box before the closing date and time?</b>		
2	Are you familiar with the contents of the SBD 1 Form? Did your authorised official <b>complete and sign the SBD 1 Form?</b>		
3	Did you submit an <b>original and valid Tax Clearance Certificate?</b> In bids where consortia/joint venture/sub-contractors are involved; <b>each party must submit a separate Tax Clearance Certificate</b> (paragraph 4 of the SBD 2 form)		
4	Please note that SBD 1 and 3.3 must form part of the financial proposal. <b>(The envelope must be marked Financial proposal)</b>		
5	Is the <b>SBD 6.1 Form completed and signed?</b> In bids where consortia /joint ventures sub-contractors are involved, <b>both parties must submit one B-BBEE Status Level Verification Certificate.</b>		
6	Have you taken note of the General Conditions of Contract and <b>signed</b> the bottom of each page thereof?		
7	<b>Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference?</b>		
8	<b>Please note that late bids will not be considered.</b>		
9	<b>CSD registration report is attached, and all companies forming a JV/Consortium/Subcontract submitted their CSD report?</b>		

**Declaration:** I, the undersigned (Full Name) .....  
**certify that I have noted the contents of the above-mentioned checklist and have complied with the stipulations contained therein.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**ANNEXURE A**

**TECHNICAL**

**PROPOSALS**

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

## BIDDER'S DISCLOSURE

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

---

<sup>1</sup> 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.

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

- 3.5 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.
  
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	100

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 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**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: ..... = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:**

.....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
---

<p>..... <b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS</b> .....</p> <p>.....</p> <p>.....</p>
--



**transport**

Department:  
Transport  
REPUBLIC OF SOUTH AFRICA



**TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SECURITY SERVICES AND OFFERS RELATED EQUIPMENT TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS**

**DOT/15/2022/COO**

**CONTACT DETAILS**

<b>Administrative Contact</b>	<b>Technical Contact</b>
<b>Bidding Office</b>	<b>Project Managers</b>
Name: Lucky Mashile/ Tyron Mkhari	<b>Name:</b> Rose Masilela
Directorate: Supply Chain Management	Directorate: Security Services
Tell:012 309 3429/3011	Tell:012 309 3429/3011
E-mail: MashileL@dot.gov.za/Mkharit@dot.gov.za	E-mail: MasilelaR@dot.gov.za

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**transport**

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## TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SECURITY SERVICES AND OFFERS RELATED EQUIPMENT TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

### 1. BACKGROUND

- 1.1 The Directorate: Security Services is responsible for providing security services throughout the Department of Transport. The Directorate requires the services of Security Services Provider with a reputable track record to provide security personnel to render guarding security services.
- 1.2 The Department has traditionally operated on a hybrid security services. It is essential to source a service provider timely to ensure that service delivery is not disrupted.

### 2. GOAL AND OBJECTIVES

- 2.1 The primary goal and objectives of the Directorate: Security Services is to support the legislative mandate, strategic objectives and interests of the Department by protecting employees, visitors, assets and information to ensure continued and uninterrupted service delivery.

### 3. SCOPE OF WORK

#### 3.1. SUPPLY OF RESOURCES

- 3.1.1 The service provider shall supply security officers to render guarding security services on a 24/7 basis at the DOT, Forum Building for a fixed-term of thirty-six (36) months. A detailed scope of work (Schedule of Security services and minimum requirements) which the service provider must comply with is attached hereto as **Annexure A**.
- 3.1.2 The Terms of Reference (TOR) and Schedule of Security Service and Minimum Requirements attached in (**Annexure A**) and the Service Level Agreement (SLA) (**Annexure B**) constitute the contract in its entirety. Accordingly, each service provider must initial all the pages of the mentioned documents prior to submitting the bid documents.
- 3.1.3 The service provider must supply unarmed security officers as outlined below:

**Table 4:** Security Equipment and Aids

ITEM	QUANTITY
Base station radio	1
Hand-held two-way radios and chargers	12
Occurrence Book	1 (replenish once written in full)
Pocket books	All security officer (replenish once written in full)
Set of hand cuffs	1 per security officer
Baton stick	1 per security officer
Portable hand held metal detectors with chargers	4
Torches	4
Electronic Guard Monitoring System	12 Clocking Points
Uniform	Formal

## 3.2 PROJECT PLAN

- 3.2.1 The bidder must provide a Comprehensive Operational Plan that clearly spell out the following requirements:
- 3.2.1.1 The operational team that shall assume responsibility for management of contract and interaction with the Department.
- 3.2.1.2 Operational management plans to monitor and evaluate the effectiveness and efficiency in the provision of the guarding security services to the Department.
- 3.2.1.3 Plans and Procedures to deal with misconduct and other disciplinary action regarding their security officers.
- 3.2.1.4 Copies of site instructions entailing general security instructions that the security officers must comply with whilst on duty.
- 3.2.1.5 Details of on-going and /or refresher training and the intervals thereof that shall be provided to the security personnel who will be supplied.
- 3.2.1.6 Contingency plans for continued provision of the security services (replacement labour) in case the supplied security officers embark on labour unrests or are prevented from reporting on duty due to similar labour unrests or other protest actions.

3.2.1.7 A monthly reporting template that will assist the Department to monitor and evaluate the performance of the service provider. The reporting template should capture, as a minimum the information under clause 6 of this TOR.

3.2.1.8 Policies, procedures or plans in which the service provider will ensure continued screening of the service officers supplied.

### **3.3. SECURITY SCREENING**

3.3.1 The Department shall conduct security screening on the successful service provider prior to awarding the bid and failure to obtain a positive screening feedback shall lead to automatic disqualification.

3.3.2 The Department shall conduct a security screening process on all security officers supplied by the successful service provider prior allowing them to be deployed at the Department's premises on a long-term basis.

3.3.3 No unscreened security officer shall be deployed at the Department's premises to render guarding security service without a written consent of the Project Manager (Director: Security Services or his/her designee).

3.3.4 The service provider shall furnish the Department with the following information for each security officer prior to deploying him/her to render guarding services at its premises:

3.3.4.1 Certified copy of Grade 12 senior certificate;

3.3.4.2 Certified copy of the RSA Identity Document;

3.3.4.3 Certified copies of PSIRA registration certificate equivalent to or more than the prescribed grade;

3.3.4.4 Certified copy of SAPS criminal record clearance certificate which is not older than three months.

### **3.4. QUALIFICATIONS REQUIREMENTS**

The service provider shall ensure the below people possess the listed requirements and furnish the Department with the information when bidding. The list of requirements is as follows:

#### **3.4.1 Project Manager**

3.4.1.1 Grade 12/Matric qualification;

3.4.1.2 Minimum of 3 years' relevant experience in the industry;

3.4.1.3 Grade A of PSIRA registration certificate; and

3.4.1.4 Attach Curriculum Vitae.

RS

### **3.4 .2 Supervisors**

- 3.4.2.1 Grade 12/Matric qualification;
- 3.4.2.2 Minimum of 2 years' relevant experience in the industry;
- 3.4.2.3 Grade **B** of PSIRA registration certificate; and
- 3.4.2.4 Attach Curriculum Vitae.

### **3.4.3 Security Officers**

- 3.4.3.1 Grade 12/Matric qualification;
- 3.4.3.2 Grade **C** of PSIRA registration certification;
- 3.4.3.3 Attach Curriculum Vitae.

## **3.5 PERFORMANCE MONITORING AND EVALUATION**

- 3.5.1 The successful service provider shall furnish the Department with a detailed performance report on a monthly basis. The reports shall contain accurate information so as to enable the Department to monitor, evaluate and manage the service provider's performance.
- 3.5.2 The reports and all other correspondences shall be in English.
- 3.5.3 As a minimum, the report shall contain the following information: Performance information in respect of the security officers supplied, security incidents/risks identified, corrective action undertaken, supervisory/ management visits to inspect security officers, security officers' absence, misconduct and changes of security officers.
- 3.5.4 Indication of basic salaries paid to each security officer supplied, and reasons for shortfall. (Copies of payslip for each security officer should be supplied).
- 3.5.5 Proof of payment of monthly Provident Fund that are due for each security officer.
- 3.5.6 Proof of PSIRA annual returns for security officers supplied at the Department.
- 3.5.7 Any additional information that may be required by the Department from time to time. The Department shall hold regular performance-related meetings with the service provider's designated senior official or manager on a regular basis. Issues discussed and decisions taken shall be reduced in writing and made available to both parties.
- 3.5.8 The need-to-Know Principle in respect of sensitive information shall be observed at all times.

## **4. EVALUATION**

Evaluation criteria will comprise of three stages, namely, Mandatory requirements, Technical requirements (functionality) and 80/20 preference system.

#### 4.1 STAGE 1: MANDATORY REQUIREMENTS

**4.1.1 Bidders must comply with the requirements and submit all required documents indicated hereunder with the bid documents at closing date and time of bid. This phase is not scored and bidders who fail to comply with all mandatory criteria will be disqualified.**

**4.1.2** Bidders are required to be registered on the Central Supplier Database and the Department of Transport shall verify the bidder's tax compliance status through the Central Supplier Database.

**4.1.3** Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

**4.1.4** It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant.

**4.1.5** Compliance should remain valid for the duration of the contract

**4.1.6** Bidders are required to attend compulsory briefing sessions.

**4.1.7** The bid documents must be submitted in two separate and sealed envelopes, one containing original technical proposal and the other containing pricing schedule.

**4.1.8** Valid letter for tender purposes or letter of good standing for Compensation for Occupational Injuries Disease Act, 1993 [COIDA] obtainable from the Department of Labour).

**4.1.9** Valid letter for tender purpose or certificate of compliance for Unemployment Insurance Fund obtainable from the Department of Labour.

**4.1.10** The service provider must submit the existing cover for Public Liability insurance policy from a reputable insurance company or submit documentary proof/ letter of intent/Quotation from registered insurers. The cover should be of the minimum value of five million rand (R5 m) and shall remain in force for the duration of the contract.

**4.1.11** Valid PSIRA Letter of Good Standing.

**4.1.12** Valid PSIRA registration certificate of the company and of individual directors, and Intellectual Property Commission "CIPC" registration documents.

**4.1.13** The Bidder must have a security control room that operates 24 hours a day, seven days a week and 365 days a year; that the control room is located within 50km radius from the Department's premises; and further provide a fixed address of the physical location of such control room.

- 4.1.14** The Department reserves the right to conduct physical inspection prior to awarding the bid and during the course of the contract to ascertain (i) the physical location of the offices, (ii) the existence of the control room and if it operates on 24/7 basis; (iii) and whether the control room is equipped with the minimum equipment, such as telephones, two-way radios, Occurrence Book, etc.

## **4.2 STAGE 2: FUNCTIONAL EVALUATION CRITERIA**

- 4.2.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. 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.
- 4.2.2 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.
- 4.2.3 Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.
- 4.2.4 The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.
- 4.2.5 The applicable values that will be utilized when scoring each criteria ranges from: **1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent**
- 4.2.6 The Bids that fail to achieve a minimum of **70** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage.

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EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
<b>ABILITY AND CAPABILITY</b>	<b>Company experience:</b> Minimum of 5 years' experience of the firm in a security guarding services (Reference letter under the client-company letter head, with contactable details that confirms that the firm is successfully managing or has previously managed projects of a similar nature must be attached). The reference letter must state the duration and if the project was completed successfully.	20
	<b>Project Leader</b> to be utilized in the execution of the contract—please attach personnel CVs with skill(s)/ experience/ qualification (s relating to security services	20
	<b>Flexibility in customer service</b> in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e contingency plan.	15
	<b>Proposed Equipment:</b> Bidder's catalogue clearly identifying items to be supplied.	10
	<b>Supervisors</b> to be utilized in the execution of the contract —please attached the personnel CV with skill(s), experience/qualification(s) relating to security services	10
<b>METHODOLOGY</b>	Bidders should provide comprehensive project execution plan covering the entire scope.	25
<b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b>		<b>100</b>

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Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
<b>Company experience:</b> Experience of the firm in a security services (Reference letter under the client-company letter head, with contactable details that confirms that the firm is successfully managing or has previously managed projects of a similar nature must be attached). The reference letter must state the duration and if the project was completed successfully.	0 to 2 year of similar knowledge and experience	3 to 4 years of similar knowledge and experience	5 to 6 years of similar knowledge and experience	Over 7 to 9 years of similar knowledge and experience	Over 10 years of similar knowledge and experience
<b>Project Leader</b> to be utilized in the execution of the contract– please attach personnel CVs with skill(s)/ experience/ qualification(s) relating to security services.	0 to 2 year of similar knowledge and experience	3 to 4 years of similar knowledge and experience	5 to 6 years of similar knowledge and experience	Over 7 to 9 years of similar knowledge and experience	Over 10 years of similar knowledge and experience
<b>Flexibility in customer service</b> in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e. contingency plan.	No Plan or irrelevant	Plan that only addresses turnaround time that is impractical	Plan indicating turnaround time in line with scope of work	Plan indicating turnaround scope	Plan indicating turnaround time beyond expectation
<b>Proposed Equipment</b>	No catalogue of the proposed Equipment	Equipment that does not meet the minimum specification requirement	Equipment that fully meets the minimum specifications as per	Compliance to items under rating 3 and also provide additional features	Over and above requirements on rating 4, the

		as per scope of work	scope of work.	which are omitted but are required.	bidder's catalogue
<b>Supervisors</b> to be utilized in the execution of the contract – please attached the personnel CV with skill(s), experience/qualification(s) relating to security services	0 to 2 year of similar knowledge and experience	3 to 4 years of similar knowledge and experience	5 to 6 years of similar knowledge and experience	Over 7 to 9 years of similar knowledge and experience	Over 10 years of similar knowledge and experience .
<b>Detailed proposed methodology of how the project will be executed</b> that covers the proposed scope of work, proposed work schedule, proposed systems to be used, proposed resources and proposed time frames.	No plan or irrelevant plan	Plan not addressing requirements	Plan indicating time frames	Plan indicating resources allocations	Plan indicating timeframes and resources allocations

#### 4.3 STAGE 3: EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM

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

4.3.2 **Price:** The following schedule must be utilised for submission of pricing proposals.

#### 4.3.3 Calculating of points for B-BBEE status level of contribution

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

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<b><u>B-BBEE Status Level of Contributor</u></b>	<b><u>Number of Points</u></b>
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>
<b>3</b>	<b>14</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>
<b>6</b>	<b>6</b>
<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>
<b>Non-compliant contributor</b>	<b>0</b>

- 4.3.3.1** Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 4.3.4** Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid will be considered for preference points. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender
- 4.3.5** Failure on the part of the bidder to comply with paragraphs 3.3.4 and 3.3.5 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

- 4.3.6** The Department of Transport may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- 4.3.7** The points scored will be rounded off to the nearest 2 decimals.
- 4.3.8** In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 4.3.9** However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 4.3.10** Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.
- 4.3.11** A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

## **5. RULES OF BIDDING**

### **5.1 COMPULSORY INFORMATION SESSION**

- 5.1.1** A compulsory Briefing and Site Inspection session will be held at the Department as detailed in the Advert. The compulsory Briefing and Site Inspection session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise. Any Briefing Notes which may be issued by the Department to the Service Providers should be considered as part of this project.
- 5.1.2** Firms may ask for clarification on this TOR or any of its Annexures up to close of business forty-eight (48) hours before the deadline for the submission of bids. Any request for clarification must be submitted by email to the Bid Office. Copies of questions and answers will be emailed to all firms that register at the briefing session.

### **5.2 FORMAT AND SUBMISSION OF BIDS**

- 5.2.1** Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered. All late bids must be collected within seven (7) days failing which the DOT will discard of such late proposals.
- 5.2.2** Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing. Supporting documents required for compliance including all the SDB

documents except for SBD 1 and SBD 3.3, must be submitted together with the technical proposal.

5.2.3 Format of submission of proposals:

- a. Envelopes must be clearly marked with Company name, DOT Nr and whether it is the technical or financial response;
- b. Proposals must be submitted as one (1) original and four protected soft copies. Soft copies must be exact copies of the original document, and should be labelled properly.

5.2.4 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is essential to comply with all conditions pertaining to mandatory requirements.

5.2.5 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.

5.2.6 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended after its date of submission.

5.2.7 Department of Transport (DOT) reserves the right to accept or consider any bid in full or in part or any responses or submissions in relation thereto.

5.2.8 DOT reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the TOR.

5.2.9 DOT reserves the right to request any additional information that it may require or deem necessary. All such requests shall be in writing.

5.2.10 After careful consideration and thorough examination of the proposals, DOT shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements. The lowest price (management fee where applicable) offered will not necessarily be a decisive factor in choosing between Proposals.

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- 5.2.11 The Department published the results of the outcome of a tender process, including the details of the successful bidder in the same media that was used to advertise the bid.

### 5.3. SUB-CONTRACTING, PARTNERSHIP/CONSORTIUM/JOINT VENTURE AND COMPANY REQUIREMENTS

- 5.3.1 A proposal submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorized person.

- 5.3.2 A proposal submitted by a partnership must be accompanied by a written partnership agreement

- 5.3.3 A proposal submitted by a consortium or joint venture of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:

- a. the conditions under which the consortium will function;
- b. its period of duration;
- c. the persons authorized to represent it;
- d. the participation of the several parties forming the consortium;
- e. the benefits that will accrue to each party;
- f. any other information necessary to permit a full appraisal of its functioning.

## 6. CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY RIGHTS

### 6.1 CONFIDENTIAL INFORMATION

- 6.1.1 **Confidentiality obligation.** Each Party ("the receiving Party") must treat and hold as confidential all information which they may receive from the other Party ("the disclosing Party ") or which becomes known to them concerning the disclosing Party during the duration of this Contract.

- 6.1.2 **Nature of the confidential information.** The confidential information of the disclosing Party shall, without limitation, include:

- a. all software and associated material and Documentation, including information contained therein;
- b. all information relating to :
  - i. the disclosing Party's past, present and future research and development;
  - ii. the disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets;
  - iii. the terms and conditions of this Contract; and
  - iv. the Department's data.

- 6.1.3 The Parties shall, except as permitted by the Contract, not disclose or publish any confidential information in any manner, for any reason or purpose whatsoever without

the prior written consent of the disclosing Party and in the event of the confidential information relating to a third party, it shall also be incumbent on the receiving Party to obtain the consent of such third party.

**6.1.4 Receiving Party's obligations with regard to confidential information.** The receiving Party agrees that in order to protect the proprietary interests of the disclosing Party in its confidential information:

- a. it will only make the confidential information available to those of its Personnel who are actively involved in the execution of this Contract;
- b. it will initiate internal security procedures reasonably acceptable to the disclosing Party to prevent unauthorised disclosure and will take all practical steps to impress upon those Personnel who need to be given access to confidential information, the confidential nature thereof;
- c. subject to the right to make the confidential information available to their Personnel under clause 15.4.1 above, they will not at any time, whether during this Contract or thereafter, either use any confidential information of the disclosing Party or directly or indirectly disclose any confidential information of the disclosing Party to third parties;
- d. all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the disclosing Party which have or will come into the possession of the receiving Party and its Personnel, will be, and will at all times remain, the sole and absolute property of such Party and shall be promptly handed over to such Party when no longer required for the purposes of this Contract.

**6.1.5 Obligations in respect of confidential information upon termination.** Upon termination or expiry of this Contract, the receiving Party will deliver to the disclosing Party or at the disclosing Party's option, destroy all originals and copies of the disclosing Party's confidential information in its possession.

**6.1.6** The aforementioned obligations shall not apply to any information which:

- a. is lawfully in the public domain at the time of disclosure;
- b. subsequently and lawfully becomes part of the public domain by publication or otherwise;
- c. subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or
- d. is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

**6.1.6 Disclosure to professional advisors.** Nothing in this clause shall preclude the Parties from disclosing the confidential information to their professional advisors in the *bona fide* course of seeking business and professional advice.

**6.1.7 Severability.** The provisions of this clause 15 are severable from the rest of the provisions of this Contract and shall survive its termination and continue to be of full force and effect for a period of ten (10) years after the date of termination.

## **6.2 INTELLECTUAL PROPERTY RIGHTS**

**6.2.1 Ownership in Services vests in Department.** All rights of ownership and copyright in the Services to be provided by the Contractor to the Department shall vest solely with the Department, and the Contractor will not make such information available to any other party without the written consent of the Department on such terms and conditions as may be stipulated by the Department at that time. ‘

**6.2.2 No aspect of the Services to infringe 3<sup>rd</sup> Party intellectual property rights.** The Contractor warrants that no aspect of the Services provided in terms hereof will infringe any patent, design, copyright, trade secret or other proprietary right of any third party ("third party proprietary rights"), and the Contractor shall, at its own cost, defend the Department against any claim that the Services infringe any such third party proprietary rights, provided that the Department gives prompt notice to the Contractor of such claim and the Contractor controls the defence thereof.

**6.2.3** The Contractor further indemnifies the Department against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the Department in any action which is attributable to such claim and will reimburse the Department with all costs reasonably incurred by the Department in connection with any such action.

**6.2.4 Process in the event of a claim.** Should any person make any claim against the Department in terms of clause 16.2, the Department shall give the Contractor notice thereof within ten (10) days of becoming aware of such claim to enable the Contractor to take steps to contest it.

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**6.2.5 Infringement of 3<sup>rd</sup> Party rights.** Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Contractor shall, at its discretion and within thirty (30) days of the Services having been found to infringe:

- a. obtain for the Department the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
- b. replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or
- c. alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
- d. withdraw the subject of infringement.

**6.2.6 Ownership.** Ownership of all Departmental data, whether under its control or not, shall continue to vest in the Department and the Contractor shall not obtain any proprietary rights of such data.

**6.2.7 Data may only be used in performance of the Services.** The Department's data in the possession of the Contractor, or to which the Contractor may have access during the currency of this Contract, may not be used by the Contractor for any purposes whatsoever other than as may be specifically required to enable the Contractor to comply with its obligations in terms of this Contract.

**6.2.8 Preservation of integrity of data.** Both Parties shall take reasonable precautions (having regard to the nature of their obligations in terms of this Contract), to preserve the integrity of the Department's data and to prevent any unauthorised access, corruption, or loss of such data.

## 7. TERMS AND CONDITIONS

### 7.1 GENERAL

7.1.1 The Department reserves the right to amend, modify or withdraw this Terms of Reference (TOR) document or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any Provider.

7.1.2 Neither the Department, nor any of its respective, officers, or employees may make any representation or warranty, expressed or implied in this TOR document, and

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nothing contained herein is, or shall be relied upon as, a promise or representation, whether as to the past or the future.

- 7.1.3 The costs of preparing proposals and of negotiating the Contract will not be reimbursed.
- 7.1.4 The Department also reserves the right to call interviews with short-listed Service Providers before final selection, and to negotiate price with the Preferred Service Providers.
- 7.1.5 Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the Contract is awarded. Any effort by a Service Provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.
- 7.1.6 Bid submission requirements must be completed in sections and appendices provided in the bid document.
- 7.1.7 **ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT NATIONAL TREASURY.** More information in this regards is available on [www.ocpo.treasury.gov.za](http://www.ocpo.treasury.gov.za). Proof of registration must be submitted together with the technical proposal.
- 7.1.8 Bidders may provide any additional information deemed important for the DOT to consider.
- 7.1.9 Prospective Bidders must at all times comply with the Department's Supply Chain rules and processes with regard to all projects and payments.
- 7.1.10 Proof of quotations is required for Public Liability Insurance for bidding process; however, proof of cover or contract/ agreement must be submitted by the successful bidder within the period of seven working days after the award. The department reserves the right to cancel the contract if these required documents are not submitted within the specified time.
- 7.1.11 Letter for tender purposes or letter of good standing for UIF and COIDA is required for bidding process. However, the successful bidder must submit proof of registration within the period of seven working days after the award. The department reserves the right to cancel the contract if the required documents are not submitted within the specified time.

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## 7.2 ORDER OF PRECEDENCE.

7.2.1 In the event of any conflict between any provisions of the SCC, GCC, Proposal and any other document accompanying the Bid, the following order of precedence shall prevail—

- a. Standard Bidding Documents;
- b. SCC;
- c. GCC;
- d. TOR;
- e. SLA; and
- f. Proposal.
- g.

## 7.3 DURATION

7.3.1 The project is expected to be for a period of **36** months.

7.3.2 The Contract shall commence on the Effective Date and, subject to the rights of termination stipulated herein, terminate on the Completion Date as specified in the Contract.

## 7.4 CONTRACT AMENDMENTS

7.4.1 No addition to, or variation, consensual cancellation, or novation of the Contract, and no waiver of any rights arising from the Contract, including this clause, shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of each of the Parties.

## 7.5 SUBCONTRACTS

7.5.1 The Contractor shall notify the Department in writing of all sub-contracts awarded under the Contract, before the commencement of the Contract, as well as at any time during the Contract.

7.5.2 **The right to sub-contract.** The Contractor may, with the prior written consent of the Department, sub-contract any of its obligations in terms of this Contract, or any part thereof, to a third party, provided that:

- a. such sub-contracting shall not absolve the Contractor from any responsibility for complying with its obligations in terms of this Contract and the Contractor hereby indemnifies and holds the Department harmless against any loss, harm or damage which the Department may suffer as a result of such sub-contracting;

- a. the Contractor shall at all times remain the sole point of contact for the Department in respect of the Services by the Contractor.

7.5.3 **Department may withdraw consent.** The Department shall have the right at any time, and upon such good cause shown to withdraw such consent for a sub-contractor on thirty (30) days' notice to the Contractor and in that event no claim against the Department by the Contractor or any other person on the grounds of the granting of such consent or the withdrawal thereof shall be entertained, and the Contractor indemnifies the Department against any such claims and costs so incurred."

## 7.6 **CONTRACTOR'S PERSONNEL**

7.6.1 **Project Team.** The Contractor shall make available the skills and expertise of the Project Team referred to in the Bid who shall be involved in the Contract or the Services, unless otherwise agreed to by the Department, which agreement shall not be unreasonably withheld.

7.6.2 **Exceptions.** Notwithstanding the provisions of clause 6.6.1, where, due to circumstances beyond the control of the Contractor, a member of the Project Team cannot act in accordance with the provisions of this clause due to their dismissal, resignation or incapacity, the Contractor shall, to the extent possible, implement an appropriate succession plan to minimise the effect of the unavailability of such member.

7.6.3 **Suitably qualified Personnel.** The Contractor shall employ suitably qualified, experienced and trained Personnel to provide the Services, provided that the Contractor shall be entitled in its discretion, to allocate Personnel resources in accordance with the technical or other skills and knowledge required, which discretion shall not have a negative impact on the provision of the Services.

7.6.4 The Contractor's Personnel providing the Services may be absent for short periods of time for reasons including annual leave and training. The Contractor undertakes to avoid any disruption of the Services due to such circumstances.

7.6.5 **Contractor to adhere to security procedures of the Department.** The Contractor's Personnel including the Project Team shall at all times when on the Department's premises, adhere to the standard health, safety and security procedures and guidelines applicable to the Department's Personnel, as varied and conveyed by the Department to the Contractor from time to time.

7.6.6 Should the Department at any time have reason to believe that any of the Contractor's Personnel is failing to comply with such standard health, safety and security

procedures and guidelines, the Department may deny such person access to any or all of the Department's premises or systems and require the Contractor to replace such person without delay.

## 7.7 PAYMENT

### 7.7.1 Invoice.

The Contractor's Project Manager shall at the end of each deliverable submit a consolidated invoice, certified as correct by the Contractor's Project Manager, showing the actual work performed, hours worked, and manpower inputs for the task and associated costs accompanied by all supporting documents.

### 7.7.2 Detailed Pricing.

Service Providers must complete the required SBD Pricing documents and ensure that Prices are:

- a. Firm and inclusive of all costs, including disbursements. Firm prices mandate that any escalations/estimated escalations be included in the final ceiling amount.
- b. Inclusive of VAT, if applicable;
- c. Correctly calculated and identical to the financial proposal.
- d. A detailed pricing schedule should be attached to the SBD documents providing a proper cost breakdown, in line with deliverables, and indicating the proposed time frames.
- e. The Department uses a two envelope system. **NO PRICES MUST REFLECT IN THE TECHNICAL PROPOSAL.**

### 7.7.3 Fees

7.7.3.1 Bidders must indicate security officers' wages in the pricing schedule (SBD 3.3). The wages of the guard should not be less than the minimum wage rates as prescribed by the Department of Labour Sectoral Determination 6: Security Services, South Africa. Only the wage increment adjustments will be accepted based on a sectoral wage determination formula.

7.7.3.2 To ensure the affordability of the prescribed minimum wage to the service providers, the current PSIRA pricing structure guidelines must be used as a benchmark.

### 7.7.4 Payment information

- a. An invoice only becomes due and payable:
  - i. When the Project Manager signs-off on the specific deliverable and submits the invoice for payment;
  - ii. When the invoice is correct with regards to calculations, information contained, banking details and supporting documents.
- b. It is important to ensure that invoices are correctly submitted and reference the project name, DOT number and Order Number.

- c. Non-compliance will delay the payment process.

**7.7.5 Total Contract Price.**

The Contract Price payable to the Contractor for the Services **shall not** exceed the ceiling price as set out in the Contract. See the price schedule.

**7.7.6 Price all-inclusive.**

All prices are inclusive of any Value Added Tax, import, and all other duties.

**7.8 DELIVERY AND DOCUMENTS**

**7.8.1 Reports.** The Contractor shall provide the Department with detailed Documentation and Reports as set out in the Contract and Project Plan or when required in writing by the Department in both electronic format and hard copy.

7.8.2 Reports shall contain accurate information as to enable the Department to monitor and manage the Contractor's performance in terms of this Contract.

6.8.1 All Documentation and Reports shall be in English.

**7.9 PENALTY REGIME**

7.9.1 Poor performance will result in penalties that include withholding of a minimum 30% of the total invoice of each affected phase / milestone until it is fixed before the final product is submitted. In the case where the performance has not been improved to the satisfaction of the Department and the final product is handed over, the original amount held back will not be paid over to the Service Provider under any circumstances. On the other hand, an improved quality and/or performance, at the satisfaction of the Department, will require the outstanding part of the held back invoice to be paid to the Service Provider in full but with no additional interest.

7.9.2 The project milestones / phases are expected to be adhered to. Any deviation must be approved by the Department prior to any commencement of the changes. Failure to do so will result in a 5% non-payment of that particular and/or affected phase(s).

7.9.3 Notwithstanding item 6.9.2 above, failure to meet the deadline as stipulated in item 8 will result in 30% of the total outstanding payments for the project as whole not being paid over to the Service Provider if the poor performance is attributed to the Service Provider unless there is undisputed evidence that the fault lies with the Department."

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In addition, the Department shall issue a non-compliance notice or warning to the service provider for every contractual breach, and demand that same be rectified within reasonable time. This provision does not supersede the Department's right to discontinue or cancel the contract as provided for under the "Cancellation of Contract" clause.

7.9.4 The Department reserve the right to claim for damages or losses against the service provider arising out of negligence and/or poor performance by the service provider or its security officers. This include damages and/or losses suffered by third parties whilst at or in the immediate vicinity of the premises of the Department.

## 7.10 TERMINATION

7.10.1 Should either Party fail to comply with any provision of this Contract the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of fourteen (14) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such written notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have:

- a. to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- b. to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party; or
- c. to terminate this Contract and claim such damages as the aggrieved Party may have suffered from the defaulting Party."

7.10.2 The Department may, without prejudice to any other rights it may have, terminate this Contract by written notice to the Contractor, upon the occurrence of the following events, namely if:

- a. the Contractor fails to adhere to set timeframes, service levels or service standards as determined in the TOR, SLA and/or Project Plan;
- b. the Contractor, in the opinion of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- c. judicial execution is levied on the Contractor's goods and which remains unpaid for 14 days after attachment;
- d. there has been a material defect, error or failure by the Contractor to comply with applicable laws or rules in the Bid or in the awarding of this Contract which is incapable of rectification and that requires this Contract to be terminated;

- e. the Contractor, when advised that its Proposal has been accepted, has given notice of inability to sign or execute the Contract;
- f. the Contractor has abandoned its obligations in terms of this Contract;
- g. the Contractor has deliberately furnished inaccurate information in its Bid with regard to its previous experience relating to the Services, or with regard to any other material information; or
- h. the Contractor ceases to carry on business as the Contractor of the Service.

7.10.3 In the event that negotiations between the Department and the Preferred Service Provider/s fail with regard to the conclusion of a Contract, the Department reserves its right not to appoint the Preferred Service Provider/s without incurring any liability to compensate or reimburse the Preferred Service Provider/s.

7.10.4 In the event that the Contractor does not complete Services in terms of this Contract by the Completion Date, the Department may view this as a material breach of this Contract and claim specific performance, and/or damages.

7.10.5 The Preferred Service Provider may be required to enter into a Service Level Agreement (SLA) prior to appointment.

7.10.6 The individuals proposed for professional work on the project shall remain on the project unless the Department grants prior permission to change the team composition. Such permission will not be withheld unreasonably.

7.10.7 The Department reserves the right to terminate the Agreement in the event that no consensus can be reached on the terms and conditions of a subsequent Service Level Agreement.”

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## ANNEXURE A: SCHEDULE OF SECURITY SERVICE AND MINIMUM REQUIREMENTS

### 1. PURPOSE OF WORK

To render 24/7 guarding security services at the premises of the Department, Forum Building, Corner Struben and Bosman Street, Pretoria.

### 2. SHIFT SCHEDULE

Day and Night shift as per Scope of Work.

### 3. SECURITY EQUIPMENT AND AIDS:

- 3.1. Corporate security uniform with clear identification name or logo of the service provider;
- 3.2. PSIRA registration cards that shall be worn conspicuously on the outer garment by all security officers at all times whilst on duty;
- 3.3. 1 x base station radio;
- 3.4. 12 x two-way radios;
- 3.5. Occurrence books (which shall be handed over to the Department once written in full);
- 3.6. Individual security officers pocket books;
- 3.7. Set of handcuffs per each security officer on duty;
- 3.8. 1 x baton stick for each security officer on duty,

### 4. LEGAL REGISTRATIONS AND COMPLIANCE

The security service provider and its directors/ managers must be registered with the Private Security Industry Regulation Authority, and shall ensure compliance with the Act, its Regulations and the Code of Conduct at all times.

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## 5. SECURITY OFFICERS EDUCATIONAL REQUIREMENTS

- a) The security officers must be registered in terms of the Private Security Industry Regulation Act 56 of 2001 and accredited by the Security Industry Regulatory Authority to the appropriate grades as required by the Department,
- b) The security officers should be schooled to at least Grade 12 (Matric),
- c) Security officers should be able to communicate, read and write in English and two other official languages,
- d) Security officers must not be younger than 18 years of age and must have had at least two (2) years of guarding security service experience.

## 6. SECURITY OFFICERS DEPARTMENT

- a) Security officers must always present an acceptable image and appearance which implies *inter alia* that they may not sit down, lounge about, smoke, eat or drink while attending clients,
- b) They must at all times present a professional and dedicated attitude/ approach, which shall imply, *inter alia* that there shall be no unnecessary argument with visitors/ staff or discourteous behaviour towards them,
- c) They must be physically fit and mentally capable to execute their security duties,
- d) The service provider or its security officers will under no circumstance divulge, furnish or disclose any sensitive information concerning the Department or any other parties' activities to the public or news media.

## 7. INSPECTIONS BY SUPERVISORY/ MANAGEMENT STAFF

Supervisory/ managerial staff of the service provider must inspect the security officers at least once a day i.e. one inspection during day or nightshift, and such inspection should be recorded in the Occurrence Book.

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## **8. ON-SITE SUPERVISION AND REPORTING PROTOCOL**

- a) The security officers provided and placed on site by the Service Provider shall be subject to day-to-day supervision by the Department's security personnel. Such supervision shall include, but is not limited to:
  - i. Giving instructions and orders,
  - ii. Redeploying the security officers within the premises as may be necessary.
  
- b) Perusing security registers and any other relevant material used by the security officers.

## **9. SECURITY DUTIES & RESPONSIBILITIES**

The security officers shall execute the following minimum security duties at the respective security duty points:

### **9.1. Legislative Access Control Requirements and Duties**

The security officer shall act as authorized officers in terms of the Control of Access to Public Premises and Vehicles Act 53 of 1985 as amended, which entail requesting a person who require entry into the premises to:

- a) Furnish his/her name, address and any relevant information required by the authorized officer;
- b) Produce proof of his/her identity to the satisfaction of the authorized officer;
- c) Declare whether he/she has any dangerous object in his possession or custody or under his control;
- d) Declare what the contents of any vehicle, suitcase, attaché' case, bag, handbag, folder, envelope, parcel or container of any nature which he has in his possession or custody or under his control, and show those contents to him;
- e) Subject him/herself and anything which he/she has in his/her possession or custody or under his/her control to an examination by electronic or other apparatus in order to determine the presence of any dangerous object;
- f) Hand to an authorized officer anything which he/she has in his possession or custody or under his/her control for examination or custody until he/she leaves the premises

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## **9.2. Manage access control to DoT Properties**

- a. Security Officers must be prepared and be able to manage access control rules against any potential person who force to gain entry to the DoT buildings.
- b. To notify the Police of any protest, ask the Police to send Officers to help maintain the situation.
- c. Consider making an alternative arrangements including using other entrances and exit for DoT employees and stakeholders who may be vulnerable to the protestors.

## **9.3. Vehicle Entrance Boom Gate**

- a) Prevent unauthorized vehicles from entering the boom gate,
- b) Detect and prevent passengers and pedestrians from entering the building through the boom gate,
- c) Detect, identify and assist authorized employees whose fingers do not read on the biometric access control reader,
- d) Detect and immediately report instances where access control system (boom, housing, reader or any devices) are not working or broken,
- e) Search vehicles entering the boom gate as per instructions provided by the Directorate: Security Services,
- f) Search all refuse bins removed from the premises through the boom gate,
- g) Allow and facilitate access of employees and visitors as arranged and informed by the Directorate: Security Services,
- h) Close and lock the steel gate between 18:00 Monday to Friday and open it as may be necessary for operational reasons only,
- i) Keep steel gate closed and locked on weekends and public holidays. Open it as may be necessary for operational reasons only,
- j) Maintain a level of security alertness and vigilance over the surroundings of the security duty point and report all incidents or suspicious activities,
- k) Keep and utilize serviceable security equipment at all times,
- l) Conduct security patrols during the night, weekends and public holidays as per Security Patrol Plan issued by the Directorate: Security Services,
- m) Produce accurate daily reports and statistics in respect of the activities outlined above.

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#### **9.4. Vehicle Exit Boom Gate**

- a) Detect and prevent passengers and pedestrians from exiting the building through the boom gate,
- b) Detect, identify and assist authorized employees whose fingers do not read on the biometric access control reader,
- c) Detect and immediately report instances where access control system (boom, housing, reader or any devices) are not working or broken,
- d) Search vehicles exiting the boom gate as per instructions provided by the Directorate: Security Services,
- e) Search all refuse bins removed from the premises through the boom gate,
- f) Allow and facilitate exit of employees and visitors as arranged and informed by the Directorate: Security Services,
- g) Close and lock the steel gate between 18:00 Monday to Friday and open it as may be necessary for operational reasons only,
- h) Keep steel gate closed and locked on weekends and public holidays. Open it as may be necessary for operational reasons only,
- i) Maintain a level of security alertness and vigilance over the surroundings of the security duty point and report all incidents or suspicious activities,
- j) Keep and utilize serviceable security equipment at all times,
- k) Conduct security patrols during the night, weekends and public holidays as per Security Patrol Plan issued by the Directorate: Security Services,
- l) Produce accurate daily reports and statistics in respect of the activities outlined above,

#### **9.5. Reception X-Ray Machine West and East Wing**

##### **9.5.1. X-Ray Machine Operation**

- a) Check if every visitor has Visitor's card and is accompanied the host. If not, refer the visitor to the Reception Desk or ask him/her to take a seat and wait for the host,
- b) Prevent any unauthorised person from entering the building,
- c) Screen all bags, parcel or any luggage through the x-ray machine belt, in and out. Look out for dangerous weapons such as firearm, knives, sharp objects, etc. If same is discovered it should be confiscated except for a firearm, which should be recorded and safely locked in the firearm safe facility,

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- d) In case of a large baggage or parcel that cannot fit in the X-Ray machine, the security officer should physical search it,
- e) Ensure that visitors drop their Visitor's Cards at the Turnstile drop-off facility when they exit the building,
- f) Immediately report non-operation of the X-ray machine, walkthrough detector as well as turnstiles, and keep an hourly record of such non-operation by recording in pocket books and Occurrence Book,
- g) Maintain a level of security alertness and vigilance over the surroundings of the security duty point and report all incidents or suspicious activities,
- h) Keep and utilize serviceable security equipment at all times,
- i) Conduct security patrols during the night, weekends and public holidays as per Security Patrol Plan issued by the Directorate: Security Services,

#### 9.5.2. Walkthrough Metal Detector

- a) Ensure that people entering the building are screened through the walk thru detectors. This requires that every person is required to removed metal items from his/her pockets before crossing through the metal detector,
- b) Keep record of and immediately report people who refuse to comply with this security requirement,
- c) Only the Minister, Deputy Minister, their Protectors and members of SAPS and SANDF whilst on official duties are exempted from the above security screening (through X-ray machine and walk through detector).

#### 9.6. National Public Transport Regulator's Offices

- a) Prevent unauthorised people from entering the building,
- b) Use the hand-held metal detector to screen people entering the office.
- c) Keep record of and immediately report people who refuse to comply with this security requirement,
- d) Screen all bags, parcel or any luggage through the x-ray machine belt in and out. Look out for dangerous weapons such as firearm, knives, sharp objects, etc. If same is discovered, prevent the person from entering and direct him/her to the reception to deposit it at in the firearm safe facility,

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- e) In case of a large baggage or parcel that cannot fit in the X-Ray machine, the security officer should physical search it,
- f) Immediately report non-operation of the X-ray machine and keep an hourly record of such non-operation by recording in pocket books and Occurrence Book,
- g) Maintain a level of security alertness and vigilance over the surroundings of the security duty point and report all incidents or suspicious activities,
- h) Keep and utilize serviceable security equipment at all times,
- i) Prevent unauthorized Departmental officials from using the NPTR offices as a thoroughfare.
- j) Lock and man the door during elevated threat level and open it as when safe to do so.
- k) Execute any other duties as may be required form time to time.

#### **9.7. Parking Area Outside Reception**

- a) Reserve parking for visitors coming for official business to the Department,
- b) Ensure that no vehicular traffic congestion occur in front of the reception,
- c) Ensure that the Minister's drop off zone is always open and unobstructed,
- d) Maintain daily statistics of visitors attended to,
- e) Maintain a level of security alertness and vigilance over the surroundings of the security duty point and report all incidents or suspicious activities,
- f) Keep and utilize serviceable security equipment at all times.

#### **9.8. Paul Kruger Street Parking Area**

- a) Ensure that only authorized employees use the parking area,
- b) Ensure that each employee using the parking facility complete the appropriate security registers,
- c) Ensure that no vehicular traffic congestion occur at the parking area,
- d) Maintain daily statistics of visitors who utilized the parking area,
- e) Maintain a level of security alertness and vigilance over the surroundings of the security duty point and report all incidents or suspicious activities,
- f) Keep and utilize serviceable security equipment at all times.

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### **9.9. Security Patrols**

The Department shall formulate and implement a security patrol plan. All security officers shall comply with such patrol plan. As a minimum, security officers conduct patrol in order to:

- a) Take full responsibility for the perimeter protection of the premises to prevent acts of criminality.
- b) Protect the Department's staff members against injuries, death or any other offence including Schedule 1 offence of the Criminal Procedure Act 51 of 1977, as amended,
- c) Protect the property of Department at the site against theft, vandalism or any other criminal activities,
- d) Ensure that all strategic installations, vulnerable points or key areas are frequently checked to maintain their safety and security against intrusion for any unauthorized purpose,
- e) Check for intruders, identify strangers and ascertain their right to be present in that particular area or building,
- f) Check that all outer doors, windows and gates are secure each time the patrol passes. A physical examination of each point is required,
- g) Check for actual or potential fire/safety hazards and risks, and report them.

### **9.10. Arrest**

The security officers will be required to effect arrest on any person in terms of the Criminal Procedure Act, Act 51 of 1977 as amended. Such arrests shall be in strict accordance with the afore-said Act. Any unlawful arrests and/or civil claims that may arise as a result of unlawful conduct or arrests by the security officers shall be for the account of the Service Provider and shall not be claimed against the Department or its officials.

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**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## 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](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

**24. Anti-dumping  
and countervailing  
duties and rights**

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

may be due to him

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

**28. Limitation of liability**

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

**ANNEXURE B**

**FINANCIAL  
PROPOSALS**

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOT/15/2022/COO	CLOSING DATE:	25 November 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SECURITY SERVICES AND OFFERS RELATED EQUIPMENT TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
NATIONAL DEPARTMENT OF TRANSPORT 159 FORUM BUILDING CORNER BOSMAN AND STRUBEN STREET					
PRIVATE BAG X 193					
PRETORIA 0001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MR L MASHILE/ MR T MKHARI		CONTACT PERSON	MS R Masilela	
TELEPHONE NUMBER	012 309-3045/3011		TELEPHONE NUMBER	012 309-3767/3107	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MashileL@dot.gov.za/Mkharit@dot.gov.za		E-MAIL ADDRESS	MasilelaR@dot.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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 FOR  
APPOINTMENT OF A  
SERVICE PROVIDER TO  
RENDER GUARDING  
SECURITY SERVICES FOR  
THE DEPARTMENT OF  
TRANSPORT FOR A PERIOD  
OF 36 MONTHS**

RS

Bid No.: .....

Name of Bidder: .....

**PRICING SCHEDULE FOR APPOINTMENT OF A SERVICE PROVIDER TO RENDER  
GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A  
PERIOD OF 36 MONTHS**

SBD 3.3

**PRICING SCHEDULE**

NAME OF SERVICE PROVIDER: .....Bid NO.:

CLOSING TIME:11:00

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
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RS

Bid Initials .....  
Bid's Signature.....  
Date:.....

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

TOTAL PRICE

R.....

**Bid offer must remain valid for the period of 90 days after the closing date.**

- **NB: Monthly costs of supervisor, cleaners and relievers must be inclusive of UIF, Bonus, COIDA, skills development levy & provident fund and breakdown provided**
- **All equipment and uniform must be provided by the bidder and accordingly costed.**
- **Pricing must be fixed for the duration of the project. Only the wage increment based on a Department of Labour Sectorial wage determination will be considered.**

**A. LABOUR RATES**

**GUARD WAGE CALCULATION**

WAGE/ SALARY FOR GRADE "C"	PER GUARD GRADE C	PER SUPERVISOR GRADE B	
Daily Rate (12 hours per day)	R	R	
<b>Basic Monthly Wage (4.333 weeks per month)</b>			
(a) Primary Security Officer	R	(a) Primary Supervisor	R
(b) Relief Security Officer	R	(b) Relief Supervisor	R
<b>ADDITIONAL COST</b>			
Sunday Pay Premium	R		
Sick pay	R		
Study leave	R		
Night Shift allowance	R		
Statutory annual bonus	R		
Public holiday premium	R		
Provision for family responsibility leave	R		
Provident fund (7.5% of Basic Monthly Wage)	R		
Statutory Annual Bonus	R		
<b>SUB TOTAL</b>			
UIF	R		
COIDA	R		
SDL	R		
Sets of uniform	R		
Training	R		
Cleaning Allowance	R		
Other costs	R		
<b>Total Cost Per Month</b>	R		

RS

Name of Bidder: .....

**PRICING SCHEDULE FOR APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS**

**TABLE 1: GUARDS AND SUPERVISOR(S)' WAGES**

DESCRIPTION	NUMBER OF GUARDS/ SUPERVISOR(S) REQUIRED	MONTHLY COST i.e. NUMBER OF GUARDS/ SUPERVISOR(S) MULTIPLIED BY A ABOVE	CONTRACT PERIOD	TOTAL COST FOR THE FULL DURATION OF CONTRACT
GUARDS	19	R	36 MONTHS	R
SUPERVISOR(S)	2	R	36 MONTHS	R
SUBTOTAL COST (EXCL VAT)				R
VAT @ 15%				R
TOTAL COST INCLUDING VAT				R

**TABLE 2: SECURITY EQUIPMENTS AND MACHINERY**

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
Equipment in line with the scope of work	R.....	24 MONTHS	R.....
SUBTOTAL COST ( EXCL VAT)			R.....
OTHER (eg: Profit, Operational costs, etc)			R.....
VAT @ 15%			R.....
TOTAL COST (INCL VAT)			R.....

25

Bid Initials .....  
 Bid's Signature.....  
 Date:.....

Name of Bidder: .....

**PRICING SCHEDULE FOR APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS**

**TABLE 3. SUMMARY OF THE TOTAL COST**

DESCRIPTION	TOTAL COST FOR THE PROJECT
TOTAL COST OF GUARDS AND SUPERVISOR(S) WAGES	R.....
<b>TOTAL BID PRICE FOR THE PROJECT</b>	R.....

RS

Bid Initials .....  
Bid's Signature.....  
Date:.....