



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSAL

TENDER NUMBER	DLCA/2023/02
DESCRIPTION	To appoint a suitable service provider for the provision of physical security services at the Driving Licence Card Account for a period of 3 years (36 months).
TENDER BRIEFING	Date: 11/04/2023 Time: 12h00 at the Driving Licence Card Account, DLCA Boardroom, 459b Tsitsa Street, Erasmuskloof Pretoria. East
ENQUIRIES	Enquiries must be in writing ONLY and directed as follows: SCM/Administration: Supply Chain Management tenders@dlca.gov.za Technical: peter.mailula@dlca.gov.za
CLOSING DATE	Date: 21/04/2023 Time: 11H00 (GMT +2) at above mentioned address Address: 459b Tsitsa Street, Erasmuskloof, Pretoria, 0048 NB: BIDDERS MUST ENSURE THAT THEY SIGN THE REGISTER AT THE RECEPTION WHEN DELIVERING THEIR BIDS.

ANNEXURE A

TECHNICAL

PROPOSAL



1. INTRODUCTION AND BACKGROUND

The Driving Licence Card Account (DLCA) was established in 1997 in terms of the Public Finance Management Act of 1999 (PFMA) under the Department of Transport (DoT) to produce and deliver driving licence cards in South Africa.

2. PURPOSE

The purpose of this Terms of Reference (TOR's) is to invite potential qualified service providers to submit proposals for the provision of security services to the DLCA for a period of three years (36) months.

3. SCOPE

The successful service provider is expected to render services on a 24-hour basis at 459B Tsitsa Street, Erasmuskloof, Pretoria East. The schedule of security minimum requirement which the successful service provider must comply with is attached hereto as **Annexure A** which is the pricing schedule forming part of the financial proposal (SBD 3.1)

4. PROJECT REQUIREMENTS

4.1 The Service Provider should be able to provide a 24/7-hour physical security services.

4.2 The Service Provider should provide day and night shift personnel and equipment (radios, panic buttons, security clocking device, torches etc).

4.3 The Service Provider should have knowledge regarding CCTV operation and monitoring.

4.4 The security officer should wear uniform (No combat) and name tags for identification purposes at all times.

4.5 The Service Provider should have at least 3 years' experience in the physical security services industry.



4.6 Occurrence Book: The Service Provider should record daily activities, incidents and inspections by the Supervisor.

4.7 Duty Roster: Should serve as proof that Security Officers are on duty as required

4.8 Security officers must at least be able to communicate, read and write.

4.9 Security officers may not be younger than 18 years of age.

5. SERVICES AND DUTIES WILL INCLUDE BUT NOT LIMITED TO:

5.1 Physical search of cars on entry and exit of the facility

5.2 Registration of visitors on entry and exit of the facility

5.3 Access control: escorting of visitors inside the premises ensuring only authorized people gain entry

5.4 Overseeing the receiving and dispatching of goods

5.5 Provision of 24/7 hour physical security

5.6 Provision of 4 officers on day shift

5.7 Provision of 2 officers on night shift (including holidays and weekends)

5.8 Monitoring the security system

5.9 Safeguarding of staff and visitor's personal belongings

5.10 Perform random search of employees' vehicles

5.11 Reporting incidents to the Entity's Security Officer

6. FINANCIAL PROPOSAL

6.1 Detailed costing aligned to the scope of work must be submitted;

6.2 The proposed project must be inclusive of all costs.

6.3 The DLCA reserves the right to negotiate the selection/prioritization of deliverables in line with the contract price.



7. EVALUATION METHODOLOGY

Cost

The service provider will be requested to provide costing regarding the work to be undertaken. The total cost must be VAT inclusive and should be in South African currency (i.e. Rands). Detailed breakdown of the total bid must be attached. A 80/20 Preferential Point System will be used.

Bidder/s who qualify will be evaluated using the PPPFA and the one scoring highest points will be awarded bid

CRITERIA	MAXIMUM POINTS
Price	80
SMMEs (EME and QSE)	4
Black Owned Company	10
Women Owned Company	4
Youth Owned Company	2
Grand Total	100

Registration with Private Security Industry Regulatory Authority (PSIRA)

The service provider must be registered with the Regulatory Authority.

Proof of registration must be submitted.

Section 1 - Delivery period of the required security services

The successful bidder must be able to supply the required security services within two (2) weeks from the date of awarding of the contract.



8. EVALUATION CRITERIA

Bids will be evaluated on 80/20-point system as outlined in the Preferential Procurement Regulations of 2022.

The proposals will be evaluated in four phases:



8.1 Phase 1: Mandatory Documents

Service providers must submit the following documents:

1.	Central Supplier Database summary report
3.	Valid Tax Compliance Status (with SARS PIN CODE)
4.	A valid PSIRA letter of good standing (Not older than 3 months)
5.	Valid PSSPF compliance letter (Not older than 2 months)
6	Public Liability Insurance with minimum value of five (5) million rands Letter of intent or quotation to be attached on submission of the bid. The letter must be on the letterhead of the underwriter or the insurer, must be signed and with most recent date.
7.	Compensation for Occupational Injuries and Diseases Act (COIDA) and/or WCA Registration certificate (Nature of business must include security on the certificate)
8.	A valid PSIRA company certificate PSIRA letter of good standing in the name of the company which must be valid at the time the bid closes. PSIRA company registration certificate Valid Director's PSIRA registration Attach valid directors' certificates issued by PSIRA in the name of the Director.
10.	The whole bid document should be signed in fully and each page be initialed where required.



11.	National Key Point Competency Certificate or Application letter from SAPS
12.	A valid letter of good standing issued by Dept of Labour in the name of the company

Note: Bidders who fail to comply with the mandatory requirements will be disqualified.

8.2 Phase 2: Functionality

An assessment of Functionality will be based on the evaluation criteria noted in the table below. Each of the evaluation criteria in the table will carry a weighting as indicated, and the Service provider will be required to score a minimum of 70 points (out of the 80 points), i.e. 80%, for Functionality in order to qualify to proceed to Phase 3 (site visit).



No	Criteria	Method of Measure	Weight
1	Company Experience	Proven Experience: at least Three (3) years' experience in providing physical security services (provide contactable reference) signed reference letter on department or organizations letterhead. • 13 years & more = 25 points • 11 - 12 years or more = 20 points • 6 - 10 years = 10 points • 3 - 5 years = 5 points • Less than 3 years = 0 points NB: Suppliers must provide reference letters as evidence of number of years rendering security services. If the reference provided doesn't have the client-company letter head, contract value, duration (indicating the commence date and completion date), contact details and email address. No points will be allocated. At least one (1) contactable, signed reference indicating service provider's verifiable experience in the security industry must be attached. The reference letters should indicate the duration of the project (commence date and completion date). NB!! Reference letters will be verified with the client	25
2	Personnel Experience	2.1 Security Supervisory Experience Compliance requirement: Supervisor's Staff experience: Service providers must provide CVs of personnel who will be involved in the project: CVs, certified copy of Grade 12 certificate, PSIRA with a minimum of Grade B and Valid Firearm Competency ▪ :0- 2 years and more experience = 0 points ▪ 3-5 years= 5 points ▪ 6 years and more experience = 10 points	25



No	Criteria	Method of Measure	Weight
		2.2 Security Officers Experience Compliance requirement: Security Officers CVs with a minimum of Grade 10 level of education, PSIRA with a minimum of Grade C and Firearm Competency with 3 years or more experience. The bidder must attach a database (list) of Security Officers in their employ, the above attached 5 Security Officers must reflect in the database. Non-compliance to all of the above = 0 points Compliance to all of the above = 15 points All or nothing	
3	Capacity to deliver the service	A3 Capacity to deliver the service = 10 Points Bidder must have the capacity in terms of tools of trade required to deliver on the security contract. Availability of resources indicating the below and their quantities: ➤ Dedicated vehicle/s for patrolling, site visits and other security related functions ▪ Vehicles X 3 or more = 10 Points Compliance requirement: Proof of Vehicle Registration must be in company's name. ➤ Availability of firearms ▪ 15 or more unallocated firearms = 10 Points Compliance requirement: Inventory/list of Firearms Licenses as per SAPS Printout of unallocated firearms (printout should not be older by six months).	20



No	Criteria	Method of Measure	Weight
4	Project transition/Implementation plan	The prospective service provider must have a comprehensive Transition/Implementation Plan. It should have a detailed step by step approach from initiation to close-out of project. The Plan must address the following minimum requirements: • Takeover plan must highlight the listed variables and must address the following: - what, when, who, why and how: ➤ Facilitate handover step by step process during shift work = 2.5 points ➤ Rostering and rotation plan to be implemented = 2.5 points ➤ Approach to be followed when conducting Security Threat and Risk Assessment = 2.5 points ➤ Approach to developing site specific standard operating procedures = 2.5 points	10
			80

8.3 Phase 3- Site Visit

The bidder must score 15 out of 20 points for site visit in order to qualify for pricing.

1	Site Visit	Company capabilities: Minimum company's existing capabilities and infrastructure. A scoresheet will be used during the site inspections to assess the following areas and bidders must be prepared to demonstrate and make a presentation of the functioning of all items listed below: a. Existing Control Room = 10 Points	20
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		Compliance requirement: - o Provide pictures and any form of description of items / equipment in the Control Room, must be South African Intruder Detection Services Association (SAIDSA) compliant b. Unallocated Firearms (Rifles, Shotgun and Pistols) = 5 Points Compliance requirement: - o Provide the processes for issuing and receiving firearms between shifts c. Uniform = 5 Points Compliance requirement: - o Allocation register(s) of uniform to security personnel (on appropriate intervals) NB: During the site visit the team will assess the functioning, fit for purpose of all items listed above. All relevant accreditation must also be made available to the team. NB: This area must be incorporated in the bid response as part of functionality.	
	TOTAL		20
		OVERALL TOTAL FOR FUNCTIONALITY AND SITE VISIT	100

NB: BIDDERS ARE EXPECTED TO SCORE MINIMUM OF EIGHTY-FIVE (85) POINTS INORDER TO QUALIFY FOR PHASE 4 (PRICE AND SPECIFIC GOAL EVALUATION)



PHASE 4 – PRICE AND SPECIFIC GOAL EVALUATION

Bidder/s who qualify for this stage will be evaluated using the PPPFA and the one scoring highest points will be awarded bid

CRITERIA	MAXIMUM POINTS
Price	80
SMMEs (EME and QSE)	4
Black Owned Company	10
Women Owned Company	4
Youth Owned Company	2
Grand Total	100

9. THE TOTAL COST WILL BE USED TO CALCULATE POINTS FOR PRICE CLARIFICATION

- 9.1 The DLCA may request clarity of further information regarding any aspect of the bid. The service provider should supply the requested information within forty-eight (48) hours after the request has been made.
- 9.2 The DLCA reserves the right to conduct a security background check or screening of the service provider.
- 9.3 The DLCA reserves the right to conduct mandatory site inspection to the offices of the service provider.

10. CONDITIONS OF TENDER

- 10.1 The DLCA reserve the right not to award the tender.
- 10.2 The DLCA may request clarity of further information regarding any aspect of the bid. The service provider should supply the requested information within forty-eight (48) hours after the request has been made.
- 10.3 The DLCA reserves the right to conduct a security background check or screening of the service provider.
- 10.4 The DLCA reserves the right to conduct mandatory site inspection to the offices of the service provider.



- 10.5** Any conditions imposed by the service provider that is restrictive or contrary to any part of these Terms of Reference will automatically disqualify the service provider.
- 10.6** The service provider will be held liable for any damage or loss suffered by the entity, because of the service provider's own or his/her employees' negligence or intent, which originated at the site. The service provider will have to pay damages or replace any stolen item damaged or stolen due to the negligence or intent of the service provider's own employees.
- 10.7** The service provider must, at his/her own expenses, take out sufficient insurance against any claims, cost, loss and/or damage ensuing from his/her obligations and shall ensure that such insurance remains operative for the duration of this agreement.
- 10.8** A copy of such insurance contract must be handed to the DLCA Representative on commencement of the service. Evidence that such insurance premiums have indeed been paid, or is being sought must be furnished on request.
- 10.9** DLCA does not bind itself to accept the lowest quote.
- 10.10** The DLCA reserves the right to invite bidders for presentation at bidders' own cost and perform site visits on short listed bidders before the award of the bid, as part of evaluation process.
- 10.11** Any shortcomings in this specification must be identified by the service provider prior to the awarding of the bid and raised with the DLCA for rectification and agreement.
- 10.12** Any shortcomings identified by the service provider after the bid has been awarded and that would have had an impact on the bid price will be for the account of the service provider.
- 10.13** The winning service provider must be willing to sign a service level agreement with the DLCA.

11. CONTRACT PERFORMANCE

- 11.1** Preferred Service provider will enter into a contract with the DLCA, which with a format, term and conditions set by the DLCA.



- 11.2 The performance of the Service Provider shall be reviewed quarterly during the period of the signed Service Level Agreement.
- 11.3 If it is found that information provided is false including the breach of the General Condition of Contract, The DLCA reserves the right to terminate this contract with immediate effect.

12. FORMAT AND SUBMISSION OF THE PROPOSAL

- 12.1 All the official forms (SBD) must be completed and signed in all respects by bidders. Failure to comply will invalidate a bid.
- 12.2 Bidders are requested to submit one (1) original hard copy plus one (1) soft copy in a USB. Bidders to ensure that USB is NOT corrupt.
- 12.3 This is a two-stage bidding process in which proposals submitted must include technical and price, submitted in separate envelopes. For this purpose, the service provider must provide in respect of:
- 12.4 **Clearly marked**
- a. Technical: **one (1) original** plus one (1) **soft copy** in one (1) USB.
 - b. **Pricing: Clearly marked price bid sheet, (TO BE SUBMITTED SEPARATELY) one (1) original copy plus one (1) soft copy in one (1) USB.**
 - c. Both envelopes should be clearly marked technical/financial, with the name of service provider, bid description and bid number.
 - d. Both envelopes should be enclosed in one package with name of service provider, bid description and bid number.
- 12.5 For ease of reference, bids should be packaged in the following format:
- a. Annexure A - Signed Tender Document and Completed SBD Forms
 - b. Annexure B - Mandatory Documents
 - c. Annexure C - Functionality Response
 - d. Annexure D - Company Profile
 - e. Annexure E - Any other supporting document



13. COMPULSORY INFORMATION SESSION & ENQUIRIES

13.1 A compulsory information (briefing) session will be held on 05 April 20232022, DLCA Boardroom at 10h00, at 459B Tsitsa street, Erasmuskloof, Pretoria.

13.2 The Tender briefing session will be held as per page one of this document and other enquiries must be made in writing to the following:

Supply Chain Management / Admin	Technical
tenders@dlca.gov.za	Peter.mailula@dlca.gov.za

NB: All tender enquires must be in writing

14. CLOSING DATE

14.1 Proposals must be submitted on or before **20 April 2023** at the DLCA Offices Reception, 459b Tsitsa Street, Erasmuskloof, Pretoria.

14.2 There will a submission register which bidder must sign upon submitting their bid.

14.3 Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the timeous delivery of the bid.

13.4 A submission will be considered late if it arrives a second after 11h00. The bid box shall be locked at exactly 11h00 and any bid thereafter will not be accepted.



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

DLCA-SECURITY SERVICES

Bid No: DLCA/2023/02

SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	DLCA/2023/02	CLOSING DATE:	20/04/2023/	CLOSING TIME:	11H00
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DESCRIPTION	Provision of Security Services
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN
THE BID BOX SITUATED AT (STREET ADDRESS)

459B Tsitsa Street

Erasmuskloof

Pretoria

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN:

OR

CSD No:

B-BBEE STATUS LEVEL
VERIFICATION CERTIFICATE
[TICK APPLICABLE BOX]

☐ Yes

☐ No

B-BBEE STATUS
LEVEL SWORN
AFFIDAVIT

☐ Yes

☐ No

IF YES, WHO WAS THE
CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS
CONTEMPLATED IN THE CLOSE

☐

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE
CLOSE CORPORATION ACT (CCA)



transport

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REPUBLIC OF SOUTH AFRICA

DLCA-SECURITY SERVICES

Bid No: DLCA/2023/02

CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	☐	A REGISTERED AUDITOR	
	☐	NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	 ***	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			



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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐
YES ☐ NO

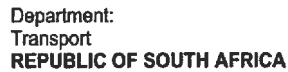
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA
☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



Bid No: DLCA/2023/02

BIDDER'S DISCLOSED

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

2.1 Is the bidder, or any of its directors/ trustees/ shareholders/ members/partners or any person having a controlling interest in the enterprise, employed by the state?

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

[illegible]



- 2.1 Do you, or any person connected with the bidder, having a relationship with any person who is employed by the procuring intuition? YES.NO

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

- 2.1.1 If so, furnish particulars:

.....
.....

- 2.2 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?

- 2.2.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned
(name).....in

Submitting the accompanying bid, do hereby make the following statement that I certify to be true and complete in every respect:

- 3.1 I have read and understand the contents of this disclosure;
3.2 I have 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 joint venture or consortium 2 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 method, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intension not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

1 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.

- 3.6 There have been no consultation, communications, agreements or arrangements made by the bidder with any official of the procuring institution in related 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 ot terms of reference for this bid.

- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

DLCA-SECURITY SERVICES

Bid No: DLCA/2023/02

PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT
SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**



Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐



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4.4.1	If so, furnish particulars:
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SBD 8

CERTIFICATION



transport

Department:
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REPUBLIC OF SOUTH AFRICA

DLCA-SECURITY SERVICES

Bid No: DLCA/2023/02

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

THE NATIONAL TREASURY

Republic of South Africa



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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	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.

Js General Conditions of Contract (revised July 2010)

ANNEXURE B

FINANCIAL

PROPOSAL



SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED. IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....

Bid number...DLCA/2023/02

Closing Time 11:00

Closing date 21 April 2023.....

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID. _____

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

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

DLCA-SECURITY SERVICES

Bid No: DLCA/2023/02

- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable



ANNEXURE A

(This page must be submitted separately with the Pricing Proposal)

Shift	PSIRA Grade	Area of Responsibility	Rate
Monday to Friday	5 x Grade C	Patrol, Escort, Searching, Monitoring, Parking, Entrance	R
Night	2 x Grade C	Patrol, Monitoring	R
Weekends and Public Holidays	2 x Grade C-Day 2 x Grade C-Night	Patrol, Monitoring	R
Total-Year 1		Escalation %=	R
Total-Year 2		Escalation %=	R
Total-Year 3		Escalation %=	R
Total Bid Price			R
The above officers will also conduct other security duties and responsibilities as outlined in the Terms of References and as may be determined by the DLCA from time to time.			

PROSPECTIVE SERVICE PROVIDER MUST ALSO INDICATE THE ESTIMATED ANNUAL PRICE ESCALATION AND THE PERIOD IN WHICH SUCH ESCALATION WILL COME INTO EFFECT.

Signed by.....

Capacity.....