



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID (RFB)

The Department of Justice and Constitutional Development invites all interested parties to submit bids for requirements as stipulated below:

DOCUMENT NUMBER:	RFB 2021 13
RFB ISSUE DATE:	10 FEBRUARY 2022
RFB CLOSING TIME AND DATE:	03 MARCH 2022 @ 11H00AM
RFB VALIDITY PERIOD:	120 Days (from RFB closing date)
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR CASH IN TRANSIT (CIT) AT VARIOUS OFFICES FOR OFFICE OF THE CHIEF JUSTICE (OCJ) AND THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT (DOJ&CD) FOR A PERIOD OF 18 MONTHS FROM THE DATE OF AWARD THEREOF
PERIOD:	EIGHTEEN (18) MONTHS
BRIEFING SESSION:	A NON- COMPULSORY VIRTUAL BRIEFING SESSION WILL BE HELD ON THE 15TH OF FEBRUARY 2022 @ 10H00 AM. THE CLOSING DATE FOR QUESTIONS IS THE 18TH OF FEBRUARY 2022, AND THE DATE FOR PUBLISHING ANSWERS ON DOJ&CD WEBSITE AND NATIONAL TREASURY E-PORTAL IS ON THE 24TH OF FEBRUARY 2022. <i>Please visit www.justice.gov.za in order to access the Microsoft Teams link for the virtual briefing session.</i>
RESPONSES TO THIS RFB MUST BE FORWARDED TO:	Physical Address for Hand Delivery: The Tender Box, Momentum Centre, 329 Pretorius Street, c/o Sisulu & Pretorius Street, Pretoria, 0001
ENQUIRIES:	E-Mail Address: SCM@justice.gov.za

 9/10/2/2022

SECTION 1 - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT					
BID NUMBER:	RFB 2021 13	CLOSING DATE:	03 MARCH 2022	CLOSING TIME:	11H00AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR CASH IN TRANSIT (CIT) AT VARIOUS OFFICES FOR OFFICE OF THE CHIEF JUSTICE (OCJ) AND THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT (DOJ&CD) FOR A PERIOD OF 18 MONTHS FROM THE DATE OF AWARD THEREOF				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT MOMENTUM BUILDING, 329 PRETORIUS STREET, DOJCD) PRETORIA CENTRAL					
The Tender Box, Momentum Centre, 329 Pretorius Street, c/o Sisulu & Pretorius Street, Pretoria, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply Chain Management		CONTACT PERSON	Supply Chain Management	
TELEPHONE NUMBER	N/a		TELEPHONE NUMBER	N/a	
FACSIMILE NUMBER	N/a		FACSIMILE NUMBER	N/a	
E-MAIL ADDRESS	SCM@justice.gov.za		E-MAIL ADDRESS	SCM@justice.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**SECTION 2
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

SECTION3

SCM ADMINISTRATION REQUIREMENTS - DOCUMENTS THAT MUST BE SUBMITTED FOR SCM PRE-QUALIFICATION IN TERMS OF REVISED PPR 2017

Invitation to Bid – SBD 1	YES	• Complete and sign the supplied pro forma document
Declaration of Interest – SBD 4	YES	• Complete and sign the supplied pro forma document
Preference Points Claim Form In Terms of the Preferential Procurement Regulations 2017-SBD 6.1	YES	• Complete and sign the supplied pro forma document
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	• Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES	• Complete and sign the supplied pro forma document
Two Envelope Systems	YES	• Bidders will be required to submit their offers in two separate sealed envelopes. Failure to comply with this condition will invalidate your proposal. • The first envelope must contain (to be clearly marked TECHNICAL • The second envelope will contain pricing Schedule of all the completed annexures: (to be clearly marked “FINANCIAL PROPOSAL”).
Tax Status - SBD 2	NO	• The validity of the Tax Clearance pin / code to allow the Department to verify validity of prime bidder's tax affairs with South African Revenue Services. In the event where the Bidder submits any other form of Tax Clearance Certificate, the CSD verification outcome will take precedence.

Preference Point Claim Form – SBD 6.1	NO	• Non-submission of the Original B-BBEE certificate or Original Sworn Affidavit will lead to a zero (0) score on B-BBEE
Registration on Central Supplier Database (CSD)	NO	• The Cash in Transit prime Service Providers must be registered on the Central Supplier Database (CSD). If your institution is not registered, please proceed to complete the registration of your company prior to submitting your Bid. Visit https://secure.csd.gov.za/ to obtain your vendor number. • Submit a recent detailed proof of CSD report.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder
presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person

connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

SBD 6.1 - 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 system is 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
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

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

- 4.1 In terms of Regulation 6 (2) 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: =(maximum of 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	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SBD 8 - DECLARATION OF BIDDER'S PAST SCM 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 service provider may be disregarded if that bidder, or any of its directors have:
 - 3.1. abused the institution's supply chain management system;
 - 3.2. committed fraud or any other improper conduct in relation to such system; or

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
4.4.1	If so, furnish particulars:		

3.3. 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.

CERTIFICATION

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

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

SECTION 5

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR CASH IN TRANSIT (CIT) AT VARIOUS OFFICES FOR OFFICE OF THE CHIEF JUSTICE (OCJ) AND THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT (DOJ&CD) FOR A PERIOD OF 18 MONTHS FROM THE DATE OF AWARD THEREOF

1. PURPOSE

To source service providers to provide the Department of Justice and Constitutional Development and the Office of the Chief Justice (hereinafter collectively referred to as the "Department") with a comprehensive Cash-In-Transit (CIT) service.

2. BACKGROUND

2.1 The Department manages Sight Value Forms/Cash (cash, postal orders and money orders) on a daily (Monday to Friday) basis due to the receipt and payment of maintenance, bail, witness fees, fines, other payments in courts, Petty Cash, etcetera, nationally whereby currently, 551 of approximately 717 services points within the Department require CIT services. .

2.2 The mentioned service points are distributed throughout nine (9) provinces of the Republic of South Africa in rural (remote) and metropolitan areas and a number of these service points could be situated in high risk areas. Due to the risks associated with the possibility of theft, high-jacking, armed robberies and other risks related to cash, it is imperative to seek the services of a comprehensive (withdrawals and banking) Cash-In-Transit Service, that covers all the service points of the Department.

3. Definitions of interpretation

- 3.1 Clause headings are for convenience and are not to be used in its interpretation, unless the context indicates a contrary intention and expression which denotes;
- 3.2 Any reference to a particular gender shall include all genders;
- 3.3 A natural person shall include a juristic person and *vice versa*; and;
- 3.4 References to clauses, schedules, parts and sections are, unless otherwise provided part of the conditions.

4. Meanings and expressions of words

- 4.1 In the Conditions of the Contract, the following expressions and words have the meanings assigned to them below and derivative expressions and words will have a corresponding meaning:
 - 4.1.1 "Act" will refer to any Act of South Africa, including but not limited to, Acts referred to hereunder;
 - 4.1.1.1 Constitution of the Republic of South Africa Act, 1996 (Act 108 of 1996), as amended,
 - 4.1.1.2 The Criminal Procedure Act, 1977 (Act 51 of 1977) as amended,
 - 4.1.1.3 The Arms and Ammunition Act, 1969 (Act 75 of 1969) as amended,
 - 4.1.1.4 The Trespass Act, 1959 (Act 6 of 1959), as amended,

- 4.1.1.5 The Fire-arms Control Act, 2000 (Act 60 of 2000), as amended,
- 4.1.1.6 The Public Finance Management Act, 1999 (Act 1 of 1999), as amended,
- 4.1.1.7 Private Security Industry Regulatory Authority Act, 2001 (Act 56 of 2001), as amended,
- 4.1.1.8 Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).
- 4.2 "Premise/site" means a Magistrate's Office, Branch Court, Periodical Court, Registrar of the High Court, Office of the State Attorney, Family Advocate and/or Master of the High Court, etcetera, where a service is to be rendered and/or as indicated by the Departmental Manager/Representative;
- 4.3 "Contract" means the agreement entered into between the Department of Justice and Constitutional Development and the Service Provider;
- 4.4 "Service 1" means to withdraw/collect Sight Value Forms/Cash (cash, etcetera) from a respective Bank/Financial Institutions and deliver to the respective identified premise/site;
- 4.5 "Service 2" means to collect Sight Value Forms/Cash (cash, etcetera) from a respective premise/site and deliver to the respective Bank/Financial Institution or any other identified premise/site(s);
- 4.6 "Additional Service" means to undertake as specified per premise/site for an additional **banking service** and/or **withdrawal service** as requested by the Departmental Manager/Representative of the respective premise/site. Prior approval for such service must be obtained from National Office: Pretoria (Chief Director: Risk & Security);
- 4.7 "Emergency Service" means to undertake as specified per premise/site when **the need arises** for an emergency **banking service** and/or **withdrawal service** as requested by the Departmental Manager/Representative of the respective premise/site. This can include a request to move Sight Value Forms/Cash or any other property to or from a premise/site to a site to be identified by the Department. Prior approval for such service must be obtained from the relevant Regional/ Branch Head, or the Chief Director: Risk & Security;
- 4.8 "Fire-arm" means any pistol, semi-automatic rifle, assault rifle, or shotgun;
- 4.9 "Uniform" means identifiable (branded) company clothing including trousers, shirts, shoes, boots, belts, socks, insignia, ID Card, etcetera;
- 4.10 "Emergencies/Crises/Incident/Problem" means, amongst others; any alarm condition and/or fire, bomb threat, earthquake, armed robbery, high-jacking, armed attack, heist, strike, riot, labour unrest, public upheaval, flood, lightning strike, explosion, physical attack on members of the public and the Department, etcetera;
- 4.11 "Hours of business" as indicated by the Departmental Manager/Representative;
- 4.12 "DBAC" means Departmental Bid Adjudication Committee;
- 4.13 "Service list (Address List)" Specified services to be rendered;
- 4.14 "Sight value form" means cash, warrant voucher(s), monies order(s), postal order(s), cheque(s), Asset(s) and/or otherwise indicated by the Departmental Manager/Representative;
- 4.15 "Daily" means Monday to Friday excluding public holidays and weekends and/or as indicated by the Departmental Manager/Representative;
- 4.16 "Department" means Department of Justice and Constitutional Development (including the National Prosecuting Authority and the Office of the Chief Justice);
- 4.17 "Consumables" means – bag(s); seal(s), receipt books, safe cases, etcetera;
- 4.18 "No shows" means that the service provider did not render a service as specified in the contract; and that the Department does not pay for services not rendered;
- 4.19 "Combined services" relates to situations where the service provider renders both Service 1 and Service 2 together;

- 4.20 "MojaPay" refers to the new accounting system that the Department has introduced for the management of, *inter alia*, maintenance, bail, fines, debt collection and conveyancing; and
- 4.21 "Authorized Financial Institution" refers to one of the financial institutions the Department banks with, as approved by National Treasury, which currently are ABSA, FNB, Nedbank and Standard Bank.
- 4.22 "Nearest Authorized Financial Institution" refers to Authorized Financial Institution which is the nearest Financial Institution which is willing to process withdrawals and accept deposits. The Service Provider will have to liaise with the relevant Financial Institutions as to which of their facilities meet this criteria. The Department reserves the right to verify the nearest financial Institution.
- 4.23 "Armoured Vehicle" refers to a vehicle utilised by the appointed service provider(s) that is utilised for the collection and delivery of cash and other negotiable instruments between a DoJ&CD specified site and the relevant banking institution and/or address as indicated by the DoJ&CD. Such vehicle must be identified with the branding of the appointed service provider(s) and/or the branding of its appointed sub-contractor.

5. DURATION

The duration of the contract will be for a period of 18 months from the date of the award thereof.

6. SCOPE OF WORK

6.1 Provision of secured cash-in-transit services on demand between Departmental sites/premises and authorized Financial Institutions, at the lowest cost possible.

6.1.1 SERVICE 1: CASH WITHDRAWALS

To undertake, **on-demand** per premise/site, as indicated in Annexures A-I (Service list), on cash withdrawal services daily (Monday to Friday), weekly, and monthly **withdrawal services** of Sight Value Forms/Cash as required **from the respective Financial Institution(s) and transit to the Departmental Manager/Representative of the respective premise/site**, and includes collection and delivery of Sight Value Forms/Cash from an identified service point/ site to another service point/ site within the Department. The service provider must provide the Court with a central email for sending all instructions. The normal protocols as agreed upon with the banks must be complied with.

6.1.1.1 Vote Withdrawals

On the instruction of the Court through an electronic mail the service provider must collect Site Value Forms/ Cash at the Financial Institution as per the service list within a maximum of two (2) working days.

6.1.1.2 Third Party Funds (MojaPay) withdrawals

On the instruction of the Court through an electronic mail the service provider must collect Site Value Forms/ Cash at the nearest Authorized Financial Institution within a maximum of two (2) working days.

6.1.2 SERVICE 2: BANKING

To undertake, on-demand per premise/site, as indicated in Annexures A-I (Service list), collection of Sight Value Forms/Cash services, as required by the **Departmental Manager/Representative of the respective premise/site**, as per the service list and transit to the respective Financial Institution(s), and includes collection and delivery of Sight Value Forms/Cash from an identified service point/ site to another service point/ site within the Department. The service provider must provide the Court with a central email for sending all instructions. The normal protocols as agreed upon with the banks must be complied with..

6.1.2.1 Vote Deposit

On the instruction of the Court through an electronic mail the service provider must collect Site Value Forms/ Cash at the site/premise to the authorized Financial Institution as per the service list within a maximum of two (2) working days.

6.1.2.2 Third Party Funds (MojaPay) Deposit

On the instruction of the Court through an electronic mail the service provider must collect Site Value Forms/ Cash from the site/premise to the nearest Authorized Financial Institution within a maximum of two (2) working days.

6.1.3 VARIATION OF SCOPE

To undertake as specified per premise/site for an additional **banking service** and/or **withdrawal service** as requested by the Departmental Manager/Representative of the respective premise/ site. Prior approval for such services must be obtained from National Office: Pretoria (CD: Risk and Security Management) e.g. inclusive of new additional courts/sites and or increase in services.

6.1.4 EMERGENCY SERVICES

Should an emergency arise the Service Provider must be able to provide the required services within 4 hours of the request from the Court.

7. DELIVERABLES

- 7.1 To transit Sight Value Forms/Cash from the authorized Financial Institution(s) to the premise/site as per Annexures A – I within the prescribed timeframe.
- 7.2 To transit Sight Value Forms/Cash from the premise/site as per Annexures A - I to authorized Financial Institution(s) and/or another Departmental site/premise within the prescribed timeframe.
- 7.3 The Service Provider must ensure timely communication with the Department and its sites/premises.

8. BID MANDATORY REQUIREMENTS

N.B: The submitted proposals will be evaluated by a panel on the basis of adherence/compliance to and submission of the following documentation and/or registration in terms of all relevant Legal institutions from each bidder or member of a consortium.

Bidders are required to **EXPLICITLY MARK "COMPLY"** on each and every Mandatory requirement. Failure to do so will be taken as a **"DO NOT COMPLY"**.

Bidders must **SUBSTANTIATE/MOTIVATE** where required. Failure to do so will be taken as a **"DO NOT COMPLY"**.

Please note: If a bidder does not comply fully with each of the mandatory requirements, it shall be disqualified. Where the Department requires a bidder to substantiate a response and a bidder fails to do so, it shall be regarded as mandatory non-performance/non-compliance and the bid will be disqualified

Where a requirement requires a bidder to provide substantiation / proof, the bidder shall provide such accordingly. If a bidder does not comply fully with each of the mandatory requirements, it shall be regarded as mandatory non-performance/non-compliance and the bid SHALL be disqualified.

Without limiting the generality of the Department other critical requirements for this Bid, bidder(s) must submit the documents listed below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements.

No.	DESCRIPTION	Comply
8.1	Is a copy of valid Private Security Industry Regulatory Authority (PSIRA) certificate in respect of the bidder/close corporation/ company attached? (Originally certified copy)	
8.2	Is a copy of the valid Letter of Good Standing from the PSIRA for the service provider and any appointed sub-contractors attached? (Originally certified copy)	
8.3	Certificate of Confirmation issued by the Registrar of Companies and Close Corporations attached? (certified copy)	
8.4	Valid Letter of Good Standing from Workman's Compensation Commissioner attached? (Originally certified copy)	
8.5	Valid Unemployment Insurance Fund (U.I.F) registration certificate attached? (Originally certified copy)	
8.6	Originally Certified copies of the valid fire-arm licences of all the fire-arms to be utilised and required for the rendering of this service by the service provider must be attached.	
8.7	Company and/or Close Corporation resolution authorising a delegated person to sign the bid documents attached? (resolution letter / certificate)	

8.8	Cross-pavement Carriers: smoke and- dye box (- es). Are you confirming that in an event of emergency/ crises/ incident/ problem, will stained Sight Value Forms/Cash be replaced by the Service Provider?	
8.9	Are you, the Company or Close Corporation and every Director of the Company or every member of the Close Corporation registered in terms of Chapter 3 of the Private Security Industry Regulation Act, Act 56 of 2001? (Originally Certified copies of PSIRA certificate (s) as well as certified copies of Identity documents for Directors or every member).	
8.10	Are all your Security Officers registered in terms of PSIRA (Private Security Industry Regulatory Authority Act, 2001 (Act 56 of 2001), as amended)? (If yes, you may be required to provide proof of registration on request).	
8.11	Are your Security Officers fully trained as per PSIRA requirements at least on grade C with fire-arm competency certificate? (If yes, you may be required to provide proof of training conducted).	
8.12	Is a hard copy of the functional requirements for the bid attached?	
8.13	Is a hard and a soft copy for pricing schedules attached? The soft copy of the pricing schedule must be on a memory stick or compact disc.	

NB: The Department reserves the right to verify information provided above with the relevant issuing bodies/institutions. Should at any stage it be found that any document submitted under oath is found to be invalid or fraudulently obtained, the Department reserves the right to eliminate the tenderer or cancel/terminate the contract.

9. STANDARD REQUIREMENTS

9.1 CONSUMABLES

- 9.1.1 Seals;
- 9.1.2 Envelopes;
- 9.1.3 Receipt books; **(NB: All receipt books remains the property of the Department)**
- 9.1.4 Bags (with serial numbers), and
- 9.1.5 Registers.

In terms of new arrangements in respect of TPF, the service provider may be required to deliver some consumables to the relevant financial institution.

9.2 ARMoured VEHICLES

The appointed service provider(s) will ensure that armoured vehicles utilised for the provision of the cash-in-transit service are suitably identifiable to departmental and security officials at each departmental site. Unmarked vehicles will not be allowed on any DoJ&CD sites. In this regard, kindly also refer to the Special Conditions of Contract.

9.3 SECURITY EQUIPMENT

- 9.3.1 The Service Provider is required to supply, maintain and operate for his/her own account security equipment, which includes but is not limited to the following:
 - 9.3.1.1 Fire-arms with the relevant ammunition, holsters, magazines and that all licenses are registered in the name of the Service Provider as contemplated in the relevant act. **(NB: NO PRIVATE FIRE-ARMS MAY BE UTILISED)**, and
 - 9.3.1.2 Smoke and dye box (-es).

9.4 UNIFORM

- 9.4.1 The Service Provider undertakes to ensure that each member of his/her security personnel, will **at all times** when on duty, be in full uniform;
- 9.4.2 A uniform, neat and clearly identifiable of the company, which uniform will include matching raincoats and overcoats, (provide brochure of company uniform). No other clothing, other than the prescribed uniform, will be allowed; and
- 9.4.3 The security officers deployed on Departmental sites will at all times when on duty carry the official company identification card on his/her person and will be dressed in branded uniform.
- 9.4.4 Security Officers deployed on Departmental sites will at all times wear bullet-proof vests.

9.5 IDENTIFICATION CARDS

- 9.5.1 Employees of the Service Provider must carry an identification card and the following must appear (including but not limited to) thereon:
- 9.5.2 A pre-printed signature of the Service Provider's Managing Director. Only this signature will be valid (a specimen to be provided at the point of the award of the contract and in instances when this changes);
- 9.5.3 Pre-printed serial number. Cards with written numbers or no numbers are not acceptable;
- 9.5.4 Employee signature. He/she may be requested to provide a signature for comparison;
- 9.5.5 Employee photograph and card stamped / marked with Service Providers logo; and
- 9.5.6 Each card must bear the year of issue and will be valid for a period on twelve (12) months.

9.6 ELECTRONIC DIGITAL/MANUAL OCCURRENCE BOOK (TO BE MAINTAINED BY SERVICE PROVIDER)

- 9.6.1 All incidents reported must be automatically date/time stamped (non-editable) with a unique sequential (also automatic and non-editable) numbering system;

- 9.6.2 The person recording the incident must be automatically recorded against the incident;
- 9.6.3 Incidents must be captured in real-time with the minimum mandatory fields being the location, type of incident (categorised) and reporting person;
- 9.6.4 All the relevant particulars of the incident must be recorded;
- 9.6.5 Ideally, pre-defined questionnaires should be used to guide the person entering the details as to the information required for that particular type of incident;
- 9.6.6 The system should be fully networkable, allowing multiple users to have access to the information. Identified officials of the Department must be informed of specific incidents, which will be indicated, via Short Message Service (SMS) and e-mail;
- 9.6.7 Each user of the system shall have different levels of access, restricting who can view, edit, add, and print incidents. Analytical reports and any other sensitive information recorded in the system should also be restricted in a similar manner; and
- 9.6.8 The system should allow a user to quickly and easily find either a single or multiple incidents with a minimum of the following selection criteria. Once retrieved, these incidents should be available for viewing/editing/ printing from/ to date and time range:
 - 9.6.8.1 Per day/ week;
 - 9.6.8.2 Per month/quarter;
 - 9.6.8.3 Incident information management (category);
 - 9.6.8.4 Date & Time;
 - 9.6.8.5 Location, Recording person and Reporting person;
 - 9.6.8.6 Description of incident (E.g. late arrival/ No service/ service delivery protests *en route*/ strikes/ labour unrest/ attempted heist/ robbery/ tampered seals/ shortages/ loss of assets/ *force majeure*, etcetera)
 - 9.6.8.7 Provide for an electronic Incident Information management system;
 - 9.6.8.9 The Department should have access to the system with the ability to monitor incidents as they are reported and view/retrieve information as and when it occurs.
- 9.6.9 The Service Provider shall store the full/entire electronic/digital occurrence book entries for the period of the contract. Upon conclusion of the contract the Service Provider must hand the said registers to the Department.
NB: Under no circumstances may an entry in the electronic/digital/manual occurrence book be deleted.
- 9.6.10 The Electronic/Digital Occurrence Book must be implemented immediately on commencement of the contract.

9.6.11 The service provider must provide hard copies as well as soft copies of incidents to the Department as follows:

- A Monthly report on all incidents reported and recorded per Region to the Chief Director: Risk and Security Management;
- A Monthly report on all incidents reported and recorded per Region, separated per cluster per province to the Provincial Security Manager;

9.7 ELECTRONIC RECEIPT OF BAGS:

9.7.1 The service provider has to ensure that all deliveries and collection of bags are recorded electronically by its staff.

9.7.2 The service provider must be able to print an electronic receipt at the premise/site at the time of delivery/collection and have the ability to send such receipt to a designated Departmental e-mail address/addresses within one (1) hour.

9.7.3 The service provider must be able to print an electronic receipt at the financial institution concerned (if required by such financial institution) and have the ability to send such receipt to a designated Departmental address/addresses within one (1) hour.

9.8 MOJAPAY:

9.8.1 The Department has introduced a new accounting system for the administration of Third Party Funds (limited to Maintenance, Bail, Fines, debt collection, conveyancing and other court ordered payments), which excludes the management of Petty Cash and other Departmental deposits.

9.8.2 At the point of issuing these terms of reference, the Department has rolled-out the system to all courts and State Attorney Offices.

9.8.3 Cash management in terms of MojaPay moves away from the premise that a particular Departmental site is limited to a specific bank branch and/or cash centre. Potentially, this has the effect that monies deposited or withdrawn by a Departmental premise/site can be dealt with by any cash centre or branch operated by any of the approved financial institutions (currently limited to ABSA, FNB, Nedbank and Standard Bank).

9.8.4 Potential service providers must thus take into account that service 1 and service 2 can be done at any of the financial institutions (whether at a branch or cash centre/bulk teller), (currently limited to ABSA, FNB, Nedbank and Standard Bank).

10. PRICING SCHEDULE

10.1 To be completed electronically as per format provided by the Department;

10.2 The price tendered must be inclusive of all costs (VAT, consumables, etcetera.);

10.3 Industry price increases must be included in the pricing schedule for the entire 18 month period.

NB: The latest Government Gazette makes provision for remuneration/wages of the Security Services Trade.

11. PAYMENTS

11.1 Payment will be effected within thirty (30) days after the receipt of original and detailed consolidated invoice for confirmed services rendered; and

11.2 If the Service Provider at any time does not comply with the conditions of the Contract, the Department reserves the right to adjust payment *pro-rata* in respect of services not rendered and consumables not supplied. (Read in conjunction with Termination of Service, Cash in Transit Service Payment Manual, and/or as otherwise stipulated in the Contract.).

12. REPORTING AND MONITORING FRAMEWORK

12.1 The Department will monitor the service rendered on a continuous basis, to ensure that the service is rendered in accordance with the Conditions of Contract;

12.2 The service provider must have an Area and/or Regional Manager to make daily contact with the Departmental Manager/Representative at each premise/site in order to verify and address complaints, problems, bottle-necks and requests concerning the rendering of the service;

12.3 Formal meetings between the Departmental Manager/Representative and the Service Provider shall be held on a monthly basis. Minutes of such meetings must be kept by the Departmental Manager/Representative of the respective premise/site and a copy thereof forwarded to the respective Regional Office, for attention of the Provincial Security Manager (read with the Cash –in-Transit Service Payment Manual). All costs incurred for attendance of the said meeting will be borne by the respective parties;

12.4 A formal meeting will be held if required, with the Provincial Security Manager with owners, members, and/or managing directors to address any shortcomings. The Department will inform the Service Provider(s) of the date, time, and venue. All costs incurred for attendance of the said meeting will be borne by the respective parties;

12.5 A formal bi-monthly meeting shall be held and/or when a need arises, at the **National Office, Pretoria** of the Department (as arranged by the Chief Director: Risk & Security) with owners, members, and/or managing directors to address any shortcomings. The Department will inform the Service Provider(s) of the date, time, and venue. All costs incurred for attendance of the said meeting will be borne by the respective parties;

- 12.6 Monthly performance reports in respect of the preceding month shall be provided by the service provider and the relevant Departmental Representative at the site/premise, to the Provincial Security Manager at the respective Regional Office(s).

13. LOST CONSUMABLES / RESOURCES

- 13.1 Lost/abandoned consumables / resources of the Department that are found must be handed to the Departmental Manager/Representative and/or the relevant authorities, and recorded in the electronic/digital occurrence book.

14. LABOUR UNREST/ DISRUPTIONS AT THE SITE

- 14.1 When the service is interrupted or temporarily deferred because of labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the Service Provider, the parties must reach an agreement on the methods to ensure continuation of the service; and
- 14.2 When the service is interrupted due to labour unrest/ dispute by the security personnel of the Service Provider, the Department retains the right to source the services of another Cash-in-Transit Service Provider for the duration of the labour unrest or labour dispute, without prejudice to any rights that the Department may have.

15. PERMISSION TO USE DEPARTMENTAL PROPERTY

- 15.1 Permission is granted for the utilisation of the following Departmental property, free of charge:
- 15.1.1 Cash hall and/or identified area;
- 15.1.2 Parking (Where applicable); and
- 15.1.3 Toilet facilities.

16. EMERGENCIES/CRISES/INCIDENT/PROBLEM

- 16.1 In the event of a Cash-in-Transit related emergency/crises/incident/problem occurring at the respective premise/ site and/or in transit, the Service Provider must deploy a reaction unit to assist, at own cost.

17. SPECIAL CONDITIONS OF THE CONTRACT

- 17.1 The Service Provider must ensure that its supervisors and security officers have undergone and passed formal security training, as prescribed by the relevant legislation;
- 17.2 The Department will not be held liable for any cost incurred by the service provider in the preparation and submission of the Bid document;

- 17.3 The Department reserves the right to award the Bid on a national basis or per province or per cluster of service points or per service point or a combination of the aforementioned. In this instance the Department may base such allocation on one or more of the following principles:
- Based on the price stated nationally,
 - Based on the price stated per province, or
 - Based on price per service point or a cluster of service points.
- 17.4 The Service Provider must ensure that all security officer(s) are registered as prescribed by PSIRA, and remain registered for the duration of the contract;
- 17.5 The Department reserves the right to engage any contactable references provided and also conduct physical site inspections of the short-listed bidders;
- 17.6 The Service Provider must ensure that all security officer(s) wear company uniform, visible company identity cards and PSIRA identity cards, while on duty;
- 17.7 The Service provider shall not be entitled to appoint any sub-contractor or any other third party to perform any of its obligations in terms of this agreement without PRIOR written consent of the Department.
- 17.8 The Service Provider must ensure that all security officers sign an undertaking in which they declare that they will refrain from any action which might be detrimental to the Department;
- 17.9 The Department reserves the right to increase and/or decrease the service(s) and/or transfer/move a service(s) with one month's written notice from its National Office, Pretoria: Chief Directorate: Risk & Security.
- 17.10 No employment and/or hiring of illegal foreign members in any aspect of the cash-in-transit service, rendering a service to the Department will be allowed. If the Department, at any time establishes that illegal foreign members are employed with and/or form part of the service provider, the services of the service provider will be terminated with immediate effect.
- 17.11 The Department reserves the right to ascertain any information from PSIRA and/or any other relevant authorities whether the security employees in the service of the Service Provider, are registered and compliant;
- 17.16 The Department reserves the right to conduct a site inspection on the premises/site of the short-listed Service Provider prior to and after the award of the bid;
- 17.17 The Service Provider to ensure protection of Departmental site value forms / monies on the respective premise/site and in transit;
- 17.18 Any amendment(s) or deviations from the stipulations of this Contract are subject to departmental and National Treasury approval;
- 17.19 Expenditure regarding the roll-out and relevant training to Departmental Managers/Representatives regarding its Cash-in-Transit processes will be borne by the service provider;
- 17.20 The successful Service Provider(s) must conduct background checks on every employee, within three (3) months of the commencement of the contract and thereafter at least twice annually, through an independent accredited verification agency, at own cost. Reports must be provided to the respective Provincial Security Manager and a consolidated report must be provided to National Office, Pretoria, (Directorate: Security Management), failing which the service may be terminated;
- 17.21 The contract to be concluded with the successful Service Provider(s) will be valid as from the date of commencement and, a Service Level Agreement will be entered into with the successful bidder within a period of three months after a letter of appointment has been issued.
- 17.22 No price increases will be granted within the said period, except for the price increases indicated in the pricing schedule. The Department reserves the right to re-negotiate the price increase at the time of increase, based on information that will be available through the Government Gazette and/or union negotiations;

- 17.23 The bid price must be inclusive of all costs in terms of PSIRA illustrative pricing schedule in accordance with areas and as determined by the Sectorial Wage Determination guidelines as issued from time to time by the Department of Labour, as well as the running costs and equipment;
- 17.24 The Department will not pay for services outside the scope of the contract;
- 17.25 The Service Provider shall provide complete and accurate records and include all supporting documentation (Payment Control Sheets) in respect of the amounts billed, under this contract;
- 17.26 Non-compliance with all Bid requirements will lead to termination of contract;
- 17.27 Misrepresentation of facts in information and documents will lead to disqualification/termination of contract
- 17.28 An optional briefing session will be held virtually at a date to be specified.
- 17.29 The Service Provider shall not erect or display any sign, printed matter, painting, nameplates, advertisements, articles or object of any nature whatsoever, in, or against the Department's building(s) on the premise(s)/site(s). The Service Provider shall be held responsible for the costs of such removal;
- 17.30 No other documents will be considered, except those provided by the Department and which form part of the bid documentation,
- 17.31 The Service Provider(s) shall ensure that it has sufficient armoured vehicles to its disposal to render the service to all the DoJ&CD and OCJ sites at the time of initiation of the contract between it and the DoJ&CD. Such armoured vehicles must be identifiable to DoJ&CD appointed security officials and/or DoJ&CD and OCJ officials. In this regard, please take note that the DoJ&CD will not accept any responsibility in case of any misrepresentation by any individual(s) as employees of the appointed service provider(s).
- 17.32 The Department reserves the right to enter into negotiations with short-listed bidders regarding pricing (Best and Final Offer (BAFO)).
- 17.33 (a) The Service Provider must, at its own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from its obligations and shall ensure that such insurance remains effective and valid for the duration of this contract.
(b) A certified copy of a valid insurance certificate must be handed to the Departmental Manager/Representative at commencement of the service. Evidence that such insurance premiums have indeed been paid must be furnished with the commencement of the contract and thereafter on request by the Department.

18. GENERAL CONDITIONS OF CONTRACT

- 18.1 The General Conditions of Contracts (GCC) as set out by National Treasury will be applicable in all instances. A copy is attached to the bid documents. The general conditions are available on the National Treasury website, (www.treasury.gov.za).

19. RIGHTS AND OBLIGATIONS

- 19.1 The Department reserves the right to request short-listed bidders to make a presentation.
- 19.2 The Department reserves the right to provide the contract to relevant authorities;
- 19.3 The Department reserves the right not to make an award on any of the responses to this bid;
- 19.4 The Department reserves the right to award only parts of this bid and re-bid for other parts;

- 19.5 The Department reserves the right to claim any damages which it has suffered as a result of having to make less favourable arrangements due to termination of service;
- 19.6 The Department reserves the right to independently perform background checks and vetting of any person or persons associated with or employed by the Service Provider, and
- 19.7 The Department reserves the right to enter into negotiations with bidders (who have been short-listed) under the conventions embodied in the principles of "Best and Final Offer" (BAFO).

20. LIABILITY

- 20.1 The Service Provider will be held liable for all losses or damage suffered by the Department as a result of the Service Provider's own or his/her employee's negligence or intent, during the execution of the contract;
- 20.2 The Department will only be liable for loss or damage to any of the Service Provider's properties or items kept at the Department's premise(s)/site(s), where the loss occurred as a direct result of the negligence or intent on the part of the Department or its employees.
- 20.3 The Department and its employees will not be held liable by the Service Provider against any loss or damages (including liability, compensation, or legal expenses, etcetera.) as a result of:
 - 20.3.1 Loss of life or injuries which may be sustained by employees of the Service Provider, during the execution of the contract;
 - 20.3.2 Damage or loss of any equipment or property of the Service Provider during the execution of the contract, with exception of paragraph 20.2 *supra*; and
 - 20.3.3 Any claim which might ensue from the failure of or acts committed by employees of the Service Provider against third persons (and/or their dependants).
- 20.4 The Service Provider will be liable for all losses of Sight Value Forms/Cash upon receipt of acknowledgement thereof, whilst on the Department's premise/site, or elsewhere.

21. INSURANCE

- 21.1 The Service Provider must, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his/her obligations and shall ensure that such insurance remains effective and valid for the duration of this contract.
- 21.2 A certified copy of a valid insurance certificate must be handed to the Departmental Manager/Representative at commencement of the service. Evidence that such insurance premiums have indeed been paid must be furnished with the commencement of the contract and thereafter on request by the Department.

22. PENALTIES

- 22.1 Should the Service Provider fail to deliver any or all of the services as agreed upon without any prejudice to its other remedies under the contract, the Department shall not honour payment for services not rendered and furthermore shall impose a penalty of 20% of the total amount billed per respective premise/site, per month. The Department may also consider termination of the contract if non-delivery persists.

23. TERMINATION OF SERVICE

- 23.1 The contract will be terminated immediately should the Service Provider no longer qualify in terms of the relevant legislation and regulations;
- 23.2 The contract will be terminated immediately should the Service Provider not comply with all requirements and qualifications in terms of PSIRA;
- 23.3 Notwithstanding anything to the contrary, or any other periods of time or terms that may be contained in this contract, it is a specific condition hereof that the Department reserves the right to terminate the contract with one month's written notice should the need for the service(s) no longer be required by the Department;
- 23.4 Terminate the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such termination; and
- 23.5 **All equipment and other security related consumables must be available on the respective premise(s)/site(s) immediately upon commencement of the contract, failing which the Department may consider termination of the contract.**

24. EVALUATION CRITERIA

- 24.1 The evaluation of bids shall be based on the 80/20 B-BBEE principle and the points of evaluation criteria are as follows:

PRICE POINTS	80
PREFERENTIAL POINTS/ B-BBEE	20
TOTAL	100 POINTS

- 24.2 The bid will be evaluated on 4 dimensions

- **SCM Administration Requirements**
- **Bid Mandatory Requirement**
- **Functionality Criteria**
- **Price and B-BBEE Status Level of Contributor**

- 24.3 A panel representing the Department of Justice and Constitutional Development will evaluate the proposal received according to a set of evaluation criteria.

- 24.4 In respect to the evaluation matrix, the prospective service bidders will be rated from 0 to 5 in that:
- 0 = non-responsive;
 - 1 = poor;
 - 2 = average,
 - 3 = good,
 - 4 = very good; and
 - 5 = excellent.
- 24.5 Bidders that score less than **70%** in respect of functionality / quality compliance will be regarded as non-responsive and will not be evaluated further;
- 24.6 In order to ensure meaningful participation and effective comparison, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria;
- 24.7 Bidders who meet the above mentioned criteria in paragraph 24.5 *supra* will be evaluated in accordance with 80/20 – preference point system, as contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulations issued in terms thereof;
- 24.8 The points out of 100 will be calculated on the basis of 80 points for price, and 20 points for specific goals and ownership. The points in respect of price will be calculated on the ceiling price of the bid;
- 24.9 It must be noted that the price tendered must be inclusive of all costs (Consumables, VAT, etcetera.).
- 24.10 Bidders are requested to submit their price quotes, which require prices to be quoted on a fixed price basis for duration of the contract.

BELOW ARE THE EVALUATION CRITERIA TO ASSESS FUNCTIONALITY/ QUALITY-TECHNICAL/FUNCTIONAL EVALUATION CRITERIA

CRITERIA	0	1	2	3	4	5	WEIGHT	TOTAL
A. EXPERIENCE								
Demonstrate competence and expertise 1) The bidder must demonstrate an in-depth experience and expertise in the field of Cash-in-Transit within Government and the Private Sector as indicated in the specifications scope of work. Bidders must submit evidence (in a form of award letters / contracts) of Cash-in-Transit							8%	

Letter of good standing, indicating rating of the service provider from financial institution. A bank positive bank rating will be an added advantage. (A rating = 5 score, B rating = 4, C rating = 3, D rating = 2, E rating = 1).							10%	
C. APPROACH AND METHODOLOGY								
To include the following: - Presentation of documentation (Chronological packing of information) - Roll-out and operational plan (description on the roll-out of the service, inclusive of operational plan and contingency plan in-line with security industry standards), - Demonstrate how you will manage contingencies in instances such as armed robberies, high-jacking, vehicle breakdown labour unrest, etcetera.							5% 15% 10%	
CRITERIA	0	1	2	3	4	5	WEIGHT	
D. REPORTING CAPABILITY								
Service Provider's ability to report incidents and related trends; Actual sample of electronic Occurrence Book (OB)							3%	
Incident reporting process to the Department (Departmental Site manager/ Regional Office/National Office), including operational management capability of the service provider (Regional and/or Area Managers), control room, etcetera.							3%	
Description and examples of incident statistical analysis, including reporting of outcome and trend analysis, etcetera, as and when required by the Department							2%	
Ability to conduct investigations in respect of incidents							2%	

E. EQUIPMENT								
To confirm the ability to technically deliver the service							4%	
Uniform and identification cards (pictures)							4%	
Smoke and dye boxes (colour pictures),							4%	
cross pavement carriers (brochure)							4%	
Consumables (Copies of e.g. registers and samples),							7%	
Description of equipment and processes regarding electronic receipt of bags as per paragraph 9.7.								
TOTAL							100%	

Subject to sub-regulation (3), points must be awarded to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

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

APPOINTMENT OF A SERVICE PROVIDER FOR CASH IN TRANSIT (CIT) AT VARIOUS OFFICES FOR OFFICE OF THE CHIEF JUSTICE (OCJ) AND THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT (DOJ&CD) FOR A PERIOD OF 18 MONTHS FROM THE DATE OF AWARD THEREOF

Enquires may be directed in writing to SCM@justice.gov.za

ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

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

For and on behalf of the Bidder:

.....

Signature of Bidder:

Date:

Bidder's Name & Surname:

Designation

Witness Name & Surname:

Date

Signature

Address (Physical):