

APPOINTMENT OF SERVICE PROVIDER FOR SECURITY SERVICES FOR A PERIOD OF 36 MONTHS.

BID NO: MTC 2023/24/10

BIDDER'S COMPANY NAME:	
CSD NUMBER:	
EMAIL FOR SUBMISSIONS	tendersubmissions@mtcec.co.za
BRIEFING SESSION	DATE: 27 JANUARY 2025 VENUE: REESTON DEPOT, 81 CNR DRUMMOND & MDANTSANE ACCESS, REESTON NORTH, EAST LONDON TIME: 11AM
CLOSING DATE&TIME	10 FEBRUARY 2025

ENQUIRIES

SCM ENQUIRIES	TECHNICAL ENQUIRIES
Enquiries: Nosiviwe Maya Telephone no.077 600 3311 Email: mayan@mtcec.co.za	Enquiries: Mr M.Seboni Telephone no. 060 546 3171 Email: sebonim@mtcec.co.za

PREPARED BY:
SUPPLY CHAIN MANAGEMENT UNIT
11 SURREY ROAD
VINCENT
EAST LONDON
5200

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAYIBUYE TRANSPORT CORPORATION

BID NUMBER:	MTC 2023/24/10	CLOSING DATE:	10 February 2025	CLOSING TIME:	11:00
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BID DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR SECURITY SERVICES FOR A PERIOD OF 36 MONTHS
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Please email your submission to tendersubmissions@mtcec.co.za

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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Mrs N.Maya	CONTACT PERSON	Mr M. Seboni
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TELEPHONE NUMBER	043 051 7900	TELEPHONE NUMBER	043 051 7900
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FACSIMILE NUMBER	077 600 3311	FACSIMILE NUMBER	060 546 9171
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E-MAIL ADDRESS	mayan@mtcec.co.za	E-MAIL ADDRESS	sebonim@mtcec.co.za
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SUPPLIER INFORMATION

NAME OF BIDDER	
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POSTAL ADDRESS	
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STREET ADDRESS	
----------------	--

TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER	
------------------	--

FACSIMILE NUMBER	CODE		NUMBER	
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E-MAIL ADDRESS	
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VAT REGISTRATION NUMBER	
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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 THE BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

Mayibuye Transport Corporation
11 Surrey Road, Vincent,
East London
5247
Phone 043 745 2582 • Fax 043 745 2586

Disclaimer

The following document is made only to, and is directed only at, persons to whom such a document may lawfully be communicated ("relevant persons"). Any person who is not a relevant person should not act or rely on this document or any of its contents.

This document contains forward-looking statements that are subject to risks and uncertainties, including statements about Mayibuye Transport Corporation's beliefs and expectations.

These forward-looking statements are based on assumptions that Mayibuye Transport Corporation has made in light of its experience in the industry in which it operates, as well as its perceptions of historical trends, current conditions, expected future developments and other factors which Mayibuye Transport Corporation believes are appropriate under the circumstances. Relevant persons should understand that these statements are not guarantees of future performance or results.

Due to these factors, Mayibuye Transport Corporation cautions that relevant persons should not place undue reliance on any forward-looking statements. Further, any forward-looking statement speaks only as of the date on which it is made. New risks and uncertainties arise from time-to time, and it is impossible to predict these events or how they may affect Mayibuye Transport Corporation.

To obtain additional information and/or copies of this document, please contact:

Ms Nosiviwe Maya: mayan@mtcec.co.za

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DEFINITIONS

In this document, unless the context indicates otherwise the following meaning(s) are associated with each related term and/or abbreviation

Term / Abbreviation / Acronym	Meaning
Accounting Authority	The Board of Directors appointed by the Premier or Member of the Executive Council, accountable to the Provincial Legislature and Executive Council for that public entity.
Certified	Stamped and signed by a Commissioner of Oaths.
Corporation	Mayibuye Transport Corporation.
EM	Executive Manager.
Executive Authority	The Member of the Provincial Executive Council who is accountable to the Provincial Legislature for that public entity or in whose portfolio it falls.
MTC	Mayibuye Transport Corporation.
NT	National Treasury Regulations.
PAR	Paragraph.
PFMA	Public Finance Management Act (Act No. 1 of 1999 as amended by Act No. 29 of 1999).
PPPFA	Preferential Procurement Policy Framework Act (Act No. 5, 2000).
SARS	South African Revenue Service.
SCM	Supply Chain Management.
SABS	South African Bureau of Standards.
SAPOA	South African Property Owners Association.
Service	The Security Service is to be rendered in terms of this contract
Contact Person	The Facilities Manager or his/her delegate will act as intermediary between the Contract's staff at the Head Quarters and the depot Management
Contractor	The person or persons, partnership, closed corporation, firm or company who's tender for this service was accepted
Agreement	This comprises the agreement signed by the parties, the conditions of the tender, and the specifications.

Term / Abbreviation / Acronym	Meaning
Agreement Period	The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended or renewed in accordance with stipulations of the agreement
Parties	The CEO: MTC in the Mayibuye Transport Corporation hereinafter referred to as the MTC and the contractor
Security Staff	Staff who is employed in the Contractor/Service provider to render a security service.
Centre/Depots	The property, including any building (s) thereon, in respect of which the service shall be rendered as follows
Security officer	A member of the security staff who shall execute the physical security service at the MTC.
Security Staff	Staff who is employed in the Contractor/Service provider to render a security service.
Depot Management	The person /s in charge of the specific Centre and who is an official acting on behalf of the MTC.
First Level Supervisor	The person executing direct supervision and control over the Security Officers.
Second Level Supervisor	The person executing complete supervision and control over Security Staff at the Centre where the security service is rendered by the Contractor/Service provider.

1. BID NOTICE

Bidders are hereby invited to submit a bid that meets the requirements of Mayibuye Transport Corporation.

BID DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR SECURITY SERVICES FOR A PERIOD 36 MONTHS.
BID ADVERT	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.
EMAIL ADDRESS FOR SUBMISSIONS	tendersubmissions@mtcec.co.za
BRIEFING SESSION	Date:27 January 2025 Address: Reeston Depot 81 Coner Drummund road, Mdantsane, East London Time:11am
CLOSING DATE	10 February 2025
VALIDITY PERIOD	180 Working Days from Closing Date
SCM ENQUIRIES	Ms N.Maya
EMAIL ADDRESS	mayan@mtcec.co.za
TECHNICAL ENQUIRIES	Mr M.Seboni
EMAIL ADDRESS	sebonim@mtcec.co.za

NOTES TO BIDDERS

There will be a compulsory brief to be held on the date advertised.

Bidders are advised that this Contract shall be subject to the Control of Access to Public Premises and vehicles Act, 1985, (act No.53 of 1985) or any amendments thereto, and that for the purposes of the application of this Act, the owner of any public premises or public vehicle shall be deemed to be the CEO: MTC, or his/ her representative.

The responsibility to execute functions relating to offences as set out in schedule 1 of the Criminal Procedures Act, 1977 (Act 51, of 1997 amended).

The responsibility to execute function relating to offences as set out the Control of Access to Public Premises and Vehicle Act, 1985 (Act 53, of 1985).

The Control shall render a security service of an acceptable norms/standard that will be to the beneficial to both Parties.

All possible steps must be taken by the Contractor/Service provider to ensure that the correct, intended execution of this contract will take place.

The protection of the State property / Staff and clients of the MTC: Mayibuye Transport Corporation at the intended centres. Protection will mean the protection of the said property against theft, vandalism, and to protect staff/ clients and prevent crime.

The protection of the staff / Client against injury, death, or any offences, including those offences referred to in Schedule 1 of the Criminal Procedure Act, 1977

2. INTRODUCTION

- 2.1 The Mayibuye Transport Corporation operates as a state-owned bus passenger transport service provider belonging to the Eastern Cape Provincial Government.
- 2.2 The Vision of the MTC is to become the Public Transporter of Choice.
- 2.3 It is the mission of the MTC to provide a safe, reliable, affordable public transport service that is responsive to its environment.
- 2.4 The prices tendered must be valid for 180 days.
- 2.5 There will be a compulsory briefing session for this tender.
- 2.6 All submissions must be made electronically to the email address provided by the closing date and time, as advertised, to; tendersubmissions@mtcec.co.za.
- 2.7 All submissions must be indexed appropriately.

3. BACKGROUND

Mayibuye Transport Corporation herein referred to as a corporation is a state entity established by the Ceskei Corporation Act no. 16 of 1981 and listed part D of schedule 3 of the Public Finance Management Act no.1 of 1999 as amended.

4. OBJECTIVES

The objective of this bid is to appoint a suitable and duly qualified service provider for the supply, delivery, installation, commissioning and maintenance of an automated fare collection and fare evasion system for period 60 months.

5. SPECIAL CONDITIONS OF THE BID

5.1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Corporation" in these conditions shall mean the **Mayibuye Transport Corporation**.

5.2. EXTENT OF BID

This bid is for the:

Appointment of service provider for security services for a period of 36 months.

5.3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Corporation will constitute a contract binding on both parties, and the Corporation may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract, should it be requested in the Terms of Reference

5.4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document.

5.5. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this quotation will bind all the directors/ members of the enterprise and will therefore render the quotation valid. In the event that a non- member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the quotation. In the case of a joint venture or consortium, at least one director/ member of each of the parties need to sign the joint venture or consortium agreement. Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

5.6. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of **180** days from the closing date as stipulated in the Bid document.

The service providers are invited to submit a detailed proposal that includes the tender documents, deliverables and quote in South African Rand, including VAT. A company profile should be attached as an appendix.

The tender must be submitted to tendersubmissions@mtcec.co.za by the closing date and time as advertised with the tender reference no.

The Corporation reserves the right to reject any and/or all bids, to waive any and/or all formalities and to accept the one deemed most advantageous to Mayibuye Transport Corporation and the Province of the Eastern Cape.

No tender received late or by telegram, telex, email, facsimile or similar medium will be considered

Where a tender document is not in the email inbox at the time of the tender closing, such a tender document will be regarded as a late tender. Late tenders will not be considered.

Amended tenders may be sent via email with a subject line "Amendment to tender" and should be placed in the email inbox before the closing time.

The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the tender document.

Kindly note that Mayibuye Transport Corporation is entitled to amend any tender conditions, validity period, specifications or extend the closing date of tenders before the prescribed closing date. All tenderers, to whom the tender documents have been issued, will be advised in writing of such amendments.

The Corporation reserves the right not to accept the lowest tender or any tender in part or in whole. It normally awards the contract to the tenderer who proves to be fully capable of handling the contract and whose tender is technically acceptable and/or financially advantageous to Mayibuye Transport Corporation — (in line with the MTC social aspirations);

The Corporation also reserves the right to award this tender to: -

an organisation that has strong BEE credentials in terms of current BEE legislation.

ii. an organisation that is a joint venture with a black empowered company.

iii. This will be added to the criteria when evaluating the tenders.

The Corporation also reserves the right to award this tender as a whole or in part without furnishing reasons.

The Corporation also reserves the right to cancel or withdraw from this tender as a whole or in part without furnishing reasons.

The tenderer hereby offers to render all or any of the services described in the attached documents to the Corporation on the terms and conditions and in accordance with the specifications stipulated in this Tender document (and which shall be taken as part of, and incorporated into, this Proposal at the prices inserted therein).

This Proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.

Tenders submitted by Companies must be signed by a person or persons duly authorised thereto by a resolution of a board of Directors, a copy of which resolution, duly certified be submitted with the tender.

The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by the corporation during the validity period indicated and calculated from the closing hour and date of the Tender.

The bidder furthermore confirms satisfaction regarding the correctness and validity of this tender response and that all prices and rates quoted cover all the work / items specified in the tender response documents and that prices and rates quoted cover all obligations under any resulting contract and that the bidder accepts that any mistakes regarding prices and calculations will be at their own risk.

The bidder hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

Failure to comply with any of the terms and conditions as set out above will invalidate the tender.

Completion and signature of the "Details of the Tenderer" (Respondent) form (Form SBDI) are mandatory and confirm acceptance of these Terms and Conditions of Tender. Where the SBDI document is not signed by the person authorised to sign, the bid will be disqualified.

The BEE codes being applied are based on the codes from the Department of Trade and Industry.

Note that all General Conditions of Contract terms will apply.

TERMS OF REFERENCE:

APPOINTMENT OF SERVICE PROVIDER FOR SECURITY SERVICES FOR A PERIOD OF 36 MONTHS.

BID NO.: MTC 2023/24/10

CLOSING DATE: 10 FEBRUARY 2024

VALIDITY PERIOD: 180 DAYS

6. SCOPE OF WORK

REQUIREMENTS FOR SECURITY STAFF

It is the responsibility of the Contractor/Service provider to see to it that the Centre where he renders a Security service in terms of this contract, the security staff in his employer must always meet the following conditions:

6.1 SUPERVISORS

- 6.1.1 Supervisors must, at least, possess grade twelve (12) qualification and be of a Grade B security guard.
- 6.1.2 Supervisors must have good grounding in their post description and duties.
- 6.1.3 Supervisors must all times be capable of leading/controlling and supervising their subordinates.
- 6.1.4 Supervisors must be able to read, write and communicate in English.
- 6.1.5 Supervisors must have a suitable clearance issued by South African Policed Service and kept on file by the Contractor/Service provider.
- 6.1.6 Supervisors must be registered with P.S.I.R.A in terms of Section 21 of the Private Security Industry Regulation Act, 2001 (act No 56 of 2001) as amended.
- 6.1.7 The supervisors will take control, responsibility and manage all the sites in the document. The supervisors must communicate to their Reaction Force for armed back-up.
- 6.1.8 The supervisors will be point of Liaison with MTC and the service through the MTC delegated official.
- 6.1.9 The supervisor is to check the operation of the equipment used by security and as specified and as such provide a monthly condition report to MTC.
- 6.1.10 Bidders must note that this is not limiting the right of the MTC to undertake its own external evaluation of quality control.
- 6.1.11 The supervisor must be fully trained and able to conduct breathalyzer tests with the security officers.

6.2 OFFICERS

- 6.2.1 Security Officers must, at least, possess grade ten (10) level and be Grade C and D Security guards.
- 6.2.2 Security Officers must be able to read, write and communicate in English.
- 6.2.3 Security Officers may not be younger than 18 years of age.

- 6.2.4 Security officers must be registered with P.S.I.R.A. in terms of Section 21 of the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001)
- 6.2.5 Security officers must be trained and have a certificate of competence for conducting breathalyzer test.
- 6.2.6 Security officers must be trained and competent to monitor and review.

6.3 SUPERVISORS AND SECURITY OFFICERS

- 6.3.1 Supervisors and Security Officers must have undergone and passed formal security training and shall ensure that the necessary standards are maintained.
- 6.3.2 At all times Supervisors and Security Officers must present an acceptable image / appearance which implies, inter alia, that they may not publicly sit, lounge about, smoke, eat or drink in public whilst on duty.
- 6.3.3 Supervisors and security officers must always present a dedicated attitude/approach to security, which attitude/ approach shall imply, inter alia, that there shall be no arguments with staff / visitors or show discourteous behavior towards them.
- 6.3.4 Supervisors and Security officers must be physically and mentally healthy, and medically fit for the execution of their duties.
- 6.3.5 Supervisors and Security Officers must be registered as Security officers with PSIRA.
- 6.3.6 Supervisors and Security Officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Corporation where the service is rendered.
- 6.3.7 Supervisors and Security Officers are prohibited from reading office documents, rummaging through records and / or handling computer equipment.
- 6.3.8 No information concerning the Corporation activities may be furnished to the public or news media by the Contractor/Service provider or his employees.

6.4 SECURITY STAFF EQUIPMENT

- 6.4.1 The Contractor / Service provider to ensure that each member of his security staff, when on duty, be fully equipped with:
 - 6.4.1.1 A neat and clearly identifiable uniform supplied by the Contractor / Service provider, which uniform will include a matching raincoat and overcoat for rainy and cold conditions respectively.
 - 6.4.1.2 A clear identification card issued by the Contractor/Service provider, with the member's photo, identification, company logo and identify number on it, always worn conspicuously on his person. The markings on the identity card will be indelible and the card will be laminated.

6.4.2 Service aids to be always supplied by the contractor/Service provider and available for the members, such as:

- a. Baton and handcuffs
- b. Pocket Whistle
- c. Notebooks and clip boards.
- d. Pen
- e. Torch (at Night)
- f. Base Radio station at all depots.
- g. Guards with Firearms at all Depots.
- h. Gun Safes for all depots.
- i. Audible Handheld metal Detector or Scanner in all depots
- j. Patrol monitoring device (Electronic patrol system) and reports produced and supplied.
- k. Extended mirror.

6.4.3 The contractor / Service Provider will keep full records of all staff deployed at MTC which will at least consist of the following records:

- a. Copies of qualification
- b. Salary pay slips.
- c. Security clearance.
- d. Health fitness test.
- e. Records of training provided.
- f. Identity Document

7. SECURITY AIDS

The Contractor / Service provider must ensure that the following security aids are always supplied and available at the Centre where he rendered a security service in terms of this contract.

7.1. OCCURRENCE BOOK

7.1.1 Purpose

The purpose of the occurrence book is to give an overall record of activities inspections by supervisors, and all other occurrences at the Centre for this purpose a booklet shall be used that is sequentially numbered with indelible ink.

7.1.2 Compulsory Occurrence Book - Entries

The Contractors / Service provider security staff on duty shall make the following entries in the occurrence book:

7.1.2.1 Routine procedure

All listed routine procedure such as patrol undertaken, handing-over of shift, etc., mentioning the procedure followed by whom and the time of commencement; these entries shall be made clearly legible, in blue/black

taken ink.

- 7.1.2.2 All occurrences (however unimportant / important, slight or unusual) shall be recorded with reference to the correct time and relevant actions taken.
- 7.1.2.3 All security staff activities - especially deviations in respect of the duty list - specify particulars of staff and relevant times.
- 7.1.2.4 The issue and/or receipt of keys, specifying the time and by whom they were received or issued.
- 7.1.2.5 The unlocking or locking of doors and gates, specifying the time and by whom they were locked or unlocked.
- 7.1.2.6 The handing over of shifts, mentioning all names of all shift staff and accompanying equipment and aids. In this case, staff taking over as well as staff handing over shall sign entry / entries.
- 7.1.2.7 Occurrence Book Read, after the taking-over of shifts, the First Level Supervisor shall make an entry declaring that he has read the Occurrence Book to acquaint himself with events that occurred during the previous shifts.
- 7.1.2.8 All visits by Second Level Supervisors and Ton Management of the Contractor.
- 7.1.2.9 These entries must be completed in red ink.
- 7.1.2.10 The Occurrence Book must be submitted each working day - Monday to Friday - to the supervisor and be available MTC delegate in the Depot for inspection.
- 7.1.2.11 A log sheet or record of all Fuel Tankers deliveries must be kept in the Occurrence Book and any other deliveries or contractors accessing the depot.

NOTE: AN ENTRY IN THE OCCURRENCE BOOK CAN ONLY BE CROSSED OUT BY A SINGLE LINE AND INITIALLED ON THE SIDE BY THE PERSON MAKING THE CORRECTION.

7.2. STORAGE OF OCCURRENCE BOOKS

The Contractor/Service provider must hand any / all completed Occurrence Books to the Depot Management for safekeeping.

7.3. ADMISSION CONTROL REGISTRATION / FORMS

7.3.1 Purpose

The purpose of the Admission Control forms is to always have information available regarding people admitted at all times and vehicles admitted to the Centre within a specified period, in case an occurrence, or occurrences, should take place which might lead to a Police enquiry. ALL completed forms / registers must be handed to the Depot

Manager for safekeeping.

7.3.2 **Pedestrian and Vehicle Register / Admission Control Forms**

These registers / forms shall be correctly and legibly completed by the person entering the Centre and it shall be the duty of the Security Officer on duty to ensure that the information required has been completed in every detail. The Register / Admission forms must make provision for the following:

Date of Visit

- a. Entry and exit times of any visitors to and From the Centre.
- b. Surname and initials of visitor.
- c. Home or work address of visitor.
- d. Official Identity / Passport number of visitor.
- e. Name of staff member to be visited.
- f. Make, calibre and serial number of firearms in visitor's possession (if any) and kept in safe.
- g. Registration number of visitor's vehicle, and
- h. Signature of person completing the document.
- i. Security officers to ensure registration number of the car is correct on the form.

7.4. **VEHICLE LOGS**

A daily log shall be maintained which shall reflect the following details of all MTC vehicles entering and leaving the specified areas.

- 7.4.1 Registration number
- 7.4.2 Time of entry and departure
- 7.4.3 Name of driver and his/her MTC
- 7.4.4 Mileage exits and entry

7.5. **VEHICLE WHEEL CLAMPING**

The service provider is to provide vehicle wheel clamping for illegally parked vehicles. This will consist of a two-part metal encasing of the wheel of the vehicle which is clamped into position to prevent the vehicle from moving. It must be of an industry standard design and sturdy as well as tamper proof, it must cater for all kinds of vehicles and not damage the vehicle in any manner when attached to the vehicle. Ten (10) units are to be supplied under this contract.

7.6. **NOTEBOOK**

7.6.2 Purpose

The purpose of the notebook is to note down all incidents as they occur, or observations made by the Security Officer during his / her period of duty, for later reference.

7.6.3 **Requirements**

During their periods of duty all security staff shall carry a notebook on their person.

The following information shall be noted down in their notebooks:

7.6.4 **All occurrences / events, however important, slight or unusual, with reference to the following:**

- 7.6.4.1 Reporting on and off duty.
- 7.6.4.2 Time of occurrence or event.
- 7.6.4.3 Extent of occurrence or event.
- 7.6.4.4 Relevant occurrence book number.
- 7.6.4.5 Follow-up actions taken in respect of occurrence or event.

7.7. **COPYING INTO OCCURRENCE BOOK**

All relevant information noted down in the notebook must immediately or directly after returning from a patrol be copied into the Occurrence Book.

7.8. **STORAGE OF NOTEBOOKS**

The Contractor/Service provider shall store completed notebooks for a period of 12 (twelve) months from the date each notebook was completed (full) and thereafter may destroy the notebook.

7.9. **DUTY LIST**

7.9.2 **Purpose**

The purpose of the duty list is to serve as proof, at all reasonable times, which all staff that are rostered for duty per shift, are indeed on duty. (If such a person does not report for duty, the supervisor must replace him with a guard of the same grade and noted in the Occurrence book.)

7.9.3 **Drawing up a Duty List**

Daily, weekly or monthly duty lists of all security staff on duty, as purported in this contract, must be drawn up by the Contractor/Service provider and handed to Institutional Management where such a service is rendered. *Service providers should note that shifts are not to exceed the duration requirements as in the Labor Relations Act and PSIRA prescripts.*

7.9.4 **Changes to the Duty List**

Any changes to the duty list shall be crossed out by a single line, initialed, dated and noted in the Occurrence Book.

7.10. DUTY SHEET

The purpose of the duty sheet is to ensure that all security staff on duty is familiar with the duties as required in terms of this contract.

The Contractor/Service provider shall have available at the Centre a fully comprehensive duty sheet per duty point.

7.11. RISK ASSESSMENT

The service provider must conduct risk assessments periodically and provide reports and keeps a safety file.

8. Rendering of Services

8.1 BREATHALYSER TESTING

The Contractor / Service provider will supply disposable mouthpieces (**Figure 2 & 3. Below**). They will be used for all MTC employees, which are currently 197, but this number is variable. The usage will be 3 mouthpieces per employee per day. This usage is for five sites.

MTC has its own five breathalyzer testing machines called Mark X (**Figure 1. Below**) for use in five sites.

Batteries and mouthpieces will be supplied by the contractor for the duration of the contract.

Security officers must be trained with certificates in conducting breathalyzer testing on Mark X testing machine. Security officers will perform breathalyzer testing of MTC employees in all sites before start of shift and randomly and as when required.

The repairs, replacement when beyond repairs and testing will be the responsibility of the contractor.

The annual service and calibration of the breathalyzer Mark X machines will be conducted by the contractor in December.

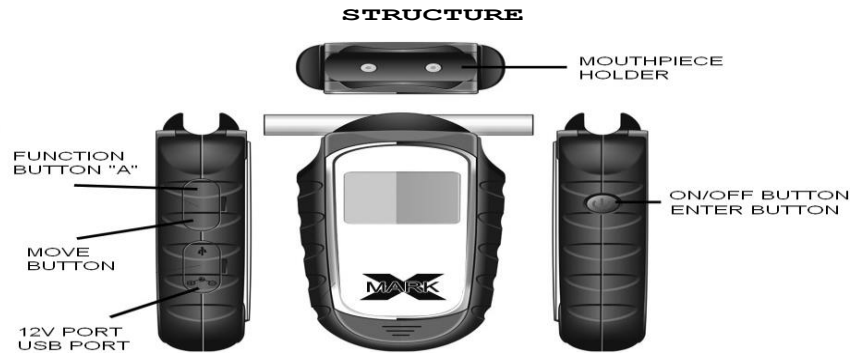
Figure 1. Mark X Breathalyzer Testing Machine for use in contract.

Alcovisor Mark X Breathalyser Testing Machine will be used.

Alcovisor® Mark X uses an electrochemical fuel cell to detect and measure the concentration of alcohol vapor in expired breath.

PRETEST QUESTIONING

Some foods and even "non-alcoholic" drinks may contain traces of alcohol, which will affect the test result through a "mouth alcohol" effect. To prevent this, wherever possible, insure that a delay of about 20 minutes has elapsed since taking anything by mouth – even medicines which may contain alcohol. Even a glass of water prior to the test will cool the mouth and dilute the saliva, temporarily reducing the amount of alcohol in the breath, and, consequently, the instrument reading. A delay of at least two minutes should take place between the time of last smoked and the test.



ICON DESCRIPTION



1	Weekday Indicator
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Figure 2.

Disposable mouthpiece packet



Figure 3. Disposable mouthpiece each



8.2 TWO-WAY RADIOS

8.2.1 Purpose

The purpose of uninterrupted reliable radio communication is the establishment of immediate communication between the different duty points and Control on site, as well as between Control on site and Control at the Contractor's Headquarters/Emergency Services.

8.2.2 Base Radio

- 8.2.2.1 The service provider will supply and install a base radio in the operator's office at place designated by MTC. The service provider will ensure that full uninterrupted reception is possible throughout all the premises and if necessary, the contractor/Service provider will be required to install repeater station(s) to ensure full reception to all sites/radios. The Base station must be capable of communication with the main base station situated at the service provider's premises. All units must be able to communicate in the event of a total power outage for a period of at least 12 (twelve) hours.
- 8.2.2.2 The service provider is responsible for licenses and the yearly license fees although the license will be in the name of MTC. Original Licenses and receipts for license fees are to be provided for perusal when the contract starts and during the contract. The service provider will also be responsible for entering into a service agreement for the radio for the period of the contract.
- 8.2.2.3 The service provider will create an inventory of all frequency chips purchased for the radios and keep it updated. If chips become faulty it must be handed to the facilities manager, the service provider shall hand over all frequency chips (of handheld radios, base station and spare chips) to the facilities manager on completion of the contract.

8.2.3 Hand-Held Radios

Serviceable hand-held radios shall always be provided by the Contractor/Service provider for the various guard points (as described elsewhere in this document) and all roaming/patrolling guards are to be equipped with hand-held radios.

8.2.4 Handheld Audible Metal Detectors

The Contractor / Service provider must provide suitable handheld metal detectors to manned stations at all MTC sites. This will be used to scan visitors for the presence of firearms which must be dealt with as described in **15.6** in this document.

The unit will be battery powered and be of sturdy construction. It will comply with the requirements of accepted industry standards. Five units are required for this contract.

The service provider will also be responsible for entering into a service agreement for the radio for the period of the contract. The service provider will create a maintenance folder where all maintenance, preventative maintenance procedures and invoices will be filed. This will be handed over to the Facilities Supervisor at the termination of the contract. The file will be divided into sections, comprising of the technical information, the maintenance and preventative maintenance procedure and requirements, the invoices for servicing, etc.

The Contractor / Service provider undertakes to render, at all times, a service in accordance with the following procedures and provisions, where he renders a security service in terms of this contract.

8.3 SPECIFIC NUMBER AND DUTIES OF THE STAFF OF THE CONTRACTOR/SERVICE PROVIDER.

The specific number, duties and grades of the staff of the Contractor/Service provider at the Centre are detailed in this document.

8.3.1. Daily Contact

The First or Second Level Supervisor of the Contractor/Service provider shall make daily contact with the Management's contact person at the Centre to verify and handle mutual complaints, problems, bottlenecks and requests concerning the rendering of the service. At least once a month a Second-Level Supervisor shall have formal discussions with the Institutional Manager. Minutes of the meetings will be kept by the Institutional Manager.

8.3.2. Periods of Duty

No security staff may perform continuous duty for a period longer than 12 (twelve) hours or a period exceeding the prescripts of the Labor Law and/or the prescripts of PSIRA. In the event of a conflict between the prescripts the higher prescript will have preference.

8.3.3. Lost Articles

8.3.3.1. Definition

Lost articles found at the Centre and for which ownership cannot be established immediately.

8.3.3.2. Handing in of lost articles

All lost articles handed to the Contractor's/Service provider security staff must be recorded in the Occurrence Book, after which they shall be handed to the Institutional Manager immediately and a signature obtained from the person to whom the article/s were handed.

8.3.3.3. Delivery of articles at the Security Control Room

No deliveries (except lost articles), by any person, may be received at the Control Room or different duty points, but shall be referred to the Institution's reception area.

8.4 LABOUR UNREST INCIDENTS

8.4.1. Definition

When any staff member of the Centre, or security staff of the Contractor/Service provider, are engaged in strikes, unrest or intimidation.

8.4.2. Labor Unrest at the Centre

If the service is interrupted or temporarily deferred because of any Local or National disaster or any other cause beyond the control of the Contractor/Service provider. In such a case, the Contractor/Service provider will be paid pro rata for services rendered.

8.5 SEARCH & SEIZURE

All people (pedestrians and car occupants) are searched at both entry and exit and anyone with unauthorized MTC property is reported and proper procedure must be followed in terms of the Security Policy of MTC.

In pursuit of protecting the MTC staff, contractors and public; the security personnel will ensure that all people who enter the MTC are searched, and any dangerous weapon and drugs are seized.

8.6 CHECKING OF SERVICE

- 8.6.1. Checking of service shall be done by the nominated supervisory staff at the Centre and/or the Contractor/Service provider himself on at least a daily basis.
- 8.6.2. The Security Inspectorate of the MTC or an outside appointed service provider, shall be entitled at any time to check the service rendered by the Contractor/Service provider, in order to ensure that the service rendered is in accordance with the conditions of this contract.
- 8.6.3. The MTC may require from the Contractor/Service provider, at any time within reason that any of his employees be replaced, in which case the Contractor/Service provider shall remove the employee summarily from the Centre and the Administration will not be held responsible for any damage or claims which might arise because of this and the Contractor/Service provider indemnifies the Administration against any such claims and legal expenses.
- 8.6.4. NOTE: The Depot Manager will have the right to check daily whether, in terms of the contract, the Contractor continuously has sufficient staff at the Centre, (All staff shortages will be noted down in the Occurrence Book and dealt with in terms of the contract).

9. CLOSED CIRCUIT TELEVISION MONITORING

CCTV (closed-circuit television) is a TV system in which signals are not publicly distributed but are monitored, primarily for surveillance and security purposes. CCTV relies on strategic placement of cameras, and observation of the camera's input on monitors somewhere.

Closed circuit television may enhance security, safety and the quality of life of MTC employees by integrating the best practices of virtual monitoring with state-of-the-art technology. Security Guards must monitor all computer monitors in all depots of MTC all the time. Video monitoring, recovery and archiving must be done in a responsible and proper manner by security guards. Security guards involved in video monitoring will be appropriately trained and supervised in the responsible use of this technology.

Information obtained through video monitoring will be used exclusively for safety, security and law enforcement purposes. Recorded images will be stored in a secure location with access by authorized MTC employees only. Video monitoring of public grounds and perimeter is limited to uses that do not violate the reasonable expectation of privacy as per legislation.

The security company will ensure that the monitoring of videos in all depots is carried out by security guards trained in the use of the system including monitoring of suspicious behavior or activities and image storage. MTC Depot Manager, Facilities Supervisor and supervisor must be notified immediately whenever any suspicious, criminal or life-threatening activity is observed. The occurrence book must be filled in detail of daily events logged. There will be no deviation from this procedure.

10. General

The Contractor / Service provider commits himself to the following general aspects in fulfilment of the contract.

10.1 LIABILITY OF THE CONTRACTOR

The Contractor/Service provider will be held liable for any damage or loss suffered by the MTC, as a result of the Contractor's /Service provider own or his employee's negligence or intent which originated at the Centre. The MTC undertakes to notify the Contractor/Service provider in writing of the particulars of each claim that the Contractor/Service provider is liable for.

10.2 INDEMNITY OF THE MAYIBUYE TRANSPORT CORPORATION

The Contractor/Service provider hereby indemnifies the Mayibuye Transport Corporation: MTC of MTC against any liability for compensation for and legal expenses in respect of the following cases:

- 10.2.1 Loss of life or injuries which might be sustained by the Contractors/Service provider staff during the execution of their duties.
- 10.2.2 Damage to or destruction of any equipment or property of the Contractor/Service provider during the execution of duties as described in this contract.
- 10.2.3 Any claims and legal costs which might ensue from the failure by, or acts committed by the security staff of the contractor/Service provider against third persons, which acts include illegal searching, illegal arrests, and other illegal, unlawful or wrongful deeds.

10.3 INSURANCE CONTRACT BY THE CONTRACTOR

The Contractor/Service provider shall, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this contract. A copy of such insurance contract shall be provided to Mayibuye Transport Corporation.

The Contractor/Service provider shall be under obligation to furnish MTC with quarterly evidence that such insurance premiums have indeed been paid in respect of the period for which the contract is valid.

10.4 PROOF OF REGISTRATION WITH THE COMPENSATION COMMISSIONER

The Contractor/Service provider shall provide (together with this tender) MTC, with satisfactory proof of registration, as MTC, with the Compensation Commissioner.

10.5 CURTAILMENT OF SERVICE

The MTC reserves the right to withdraw from the service contract of the Centre or the Centre with one month written notification to the Contractor/Service provider. In a case, such as this, the contract will be adjusted pro rata from the date of withdrawal.

Should the Centre or Part/s thereof in respect of which the service is rendered, be damaged or destroyed by superior power (vis major) or fire, the MTC shall have the discretion to determine which part/s of the Centre/s could or should no longer be used as part of the original utilization, and in respect of such unusable part/s of the Centre/s the parties will no longer be bound by the stipulations of this contract.

In respect of the part/s of the Centre/s which shall remain in use, the stipulations of this contract shall remain valid, but the contract sum shall be decreased pro rata as from the date of determination.

Should such damaged Centre or parts of the Centre/s be repaired, the MTC shall be entitled to request the 'Contractor/Service provider', by means of one month written notification, to resume the service, in which case the stipulations of this contract in respect of the rendering of service and the contract sum shall be applicable.

10.6 MAYIBUYE TRANSPORT CORPORATION: MTC EQUIPMENT AND PROPERTY

The Contractor/Service provider may not, unless it is so specified, use any of the MTC's equipment, aids and/or property, for the purposes of compliance with this contract which equipment, aids and/or property includes inter alia vehicles, stationery, firearms, rooms/halls and furniture.

10.7 USE OF WATER, ELECTRICITY AND ACCOMMODATION

10.7.1 The water, electricity, toilet facilities and accommodation which the MTC deems necessary for the rendering of the service, shall be provided free of charge to the staff of the Contractor/Service provider.

10.7.2 Telephones may be provided at Base stations for the effective delivery of service; however, all private calls will be for the account of the contractor.

10.8 TRAINING OF THE CONTRACTORS/SERVICE PROVIDER STAFF IN THE EMERGENCY PROCEDURES OF THE CENTRE WHERE THEY RENDER SERVICE

The Contractor/Service provider is responsible for the training of his staff at the Centre in respect of the application of the guidelines of the emergency plan which shall be provided to him by the Depot Manager.

10.9 ENTRY TO THE CENTRE(S) BY SECURITY STAFF

The Centre undertakes to provide entry for the Contractor/Service provider to the Centre and to provide the Contractor/Service provider with all keys that the Contractor/Service provider might require obtaining entry to those parts of the Centre where service is to be rendered in terms of the contract.

10.10 NEATNESS OF CENTER(S)

The Contractor's/Service provider staff shall always refrain from littering and must at all times keep the Centre's grounds and buildings occupied by them, clean, hygienic and neat. If dogs are used, their faeces shall be removed at the end of each shift.

10.11 ADVERTISEMENTS

The Contractor/Service provider shall not erect or display any sign, printed matter, painting, name plates, advertisement or article or object of any nature whatsoever, in the Centre buildings or any part thereof without written consent of the MTC. Neither shall the Contractor/Service provider publicly display at the center any articles or object which the Centre might regard as objectionable or undesirable.

In this connection the ruling of the MTC shall be regarded as final and binding.

The Centre may immediately remove any sign, printed matter, painting, name- plate, advertisement or article or object referred to in paragraph 12.1, which is displayed without the written consent or which it regards as objectionable or undesirable, and the Contractor shall then be held responsible for the costs of such removal and for the repairs to make good.

11. PROCEDURES

Copies of the Procedures contained herein will be kept with all other contracts and referred to in cases of dispute.

11.1 ACTION ON BEHALF OF THE CEO: MTC: MAYIBUYE TRANSPORT CORPORATION

For the execution of this contract, the Operations Department delegated official will act on behalf of the CEO of MTC.

12. AGREEMENT PERIOD

12.1 CONTRACT PERIOD

This contract / agreement will be valid for a period of 36 (thirty-six) months and may be extended. The client can, within 60 (sixty) days prior to the expiry period, give written notice for an extension not exceeding 12 (Twelve) months.

13. COMPENSATION AND TERMINATION OF SERVICES

The compensation and termination of this contract shall be handled in the following manner:

13.1 COMPENSATION

- 13.1.1 As compensation for the services to be rendered by the Contractor/Service provider, the MTC hereby agrees to and undertakes to pay the Contractor the amounts as detailed in the tender document.
- 13.1.2 Payment to the Contractor/Service provider shall be made 30 days from receipt of an invoice by the Centre's contact person who shall certify that the invoice is correct and that the service was rendered according to the agreement and the Institution may pass such account for payment. Any queries regarding late payments must be directed and addressed to the Security function of MTC.
- 13.1.3 No interim claim/s for increased compensation shall be accepted. The tender price, as originally determined, or possibly adjusted in terms of the applicable provisions of the contract, shall be applicable for the full duration of the contractual period.

13.2 PRO RATA DECREASE OF COMPENSATION

- 13.2.1 Should the service not be rendered to the satisfaction of the Centre's Management and/or the Security Inspectorate and unsatisfactory items/aspects/events have already, in writing, been brought to the attention of the Contractor/Service provider, the MTC reserves the right, in addition to its rigid in terms of paragraph 77 "Norms and Standards" hereof, to retain payment to the Contractor/Service provider for as long as the unsatisfactory service continues.
- 13.2.2 Similarly, no departure from or breach or non-fulfilment of the conditions of this contract shall be deemed to be a condonation, waiving or ratification of such departure, breach or non —fulfilment unless such condonation, waiving or nonfulfillment has been agreed to in writing by both parties.

13.3 TERMINATION OF SERVICES

- 13.3.1 Should the Contractor/Service provider fail to meet the conditions of this contract, or continue rendering unsatisfactory service, MTC reserves the right to terminate the contract, with the permission of MTC Board, and after written notification has been served on the Contractor/Service provider, with retention of the right to recover from the Contractor/Service provider any losses which MTC may suffer/incur as a result of the failure, without prejudicing any other rights it may have.
- 13.3.2 The MTC may terminate the contract immediately should the Contractor/Service provider no longer qualify for continued service in terms of the Security Officer's Act, 1987 (Act 92 of 1987).
- 13.3.3 The Contractor/Service provider undertakes to notify the MTC immediately should he or any member of his security staff no longer meet the requirements in respect of the qualifications and stipulations in terms of the Security Officer's Act, 1987 (Act 92 of 1987).

- 13.3.4 The Contractor/Service provider undertakes to remove immediately from the Centre any of his employees who no longer qualify as Security Officers in terms of the Security Officer's Act, 1987 (Act 92 of 1987) or who have not been registered with the P.S.I.R.A.

13.4 AMENDMENT OF CONTRACT

Any amendment to or renunciation of the provisions of this contract shall always be done in writing and shall be signed by both parties and shall be presented to the Office of the CEO of MTC for further attention.

14. SPECIFICATIONS FOR SECURITY PERSONNEL

14.1 ENTRANCE TO MTC OFFICES, DEPOTS AND ACCOMMODATION

- 14.1.1 All staff vehicles are expected to display a parking sticker and ensure parking at designated areas. These vehicles are allowed to site and may be subjected to searches on an ad hoc basis. All vehicles, however, should be at least subjected to a visual search.
- 14.1.2 Guards should control the visitors parking at all depots. There are allocated parking bays for visitors and allocated parking for loading and off-loading only. Once goods have been off-loaded at their destinations, visitors should be given strict instructions to park at designated bays. This should be made clear to them by the security guards.
- 14.1.3 Vehicles and pedestrians entering and exiting MTC will be searched for illegal possession of MTC property. If the items were not declared on entering the premises or no proof of purchase can be provided or no documents passed out, the items must be confiscated, and a theft case opened where necessary.
- 14.1.4 Delivery vehicles are not required to display stickers, however, all delivery/business vehicles must be stopped and complete the register clearly indicating the reason for visit and the destination of offload. An MTC authorization/delivery note is to be produced or else refuse entry, A radio communication must be sent to inform security personnel of the presence of the vehicle and patrols/service points are visually confirmed and observe the vehicles and ensure that vehicles depart promptly after loading/offloading and leave the premises.
- 14.1.5 A Register will be kept of all delivery vehicles entering / leaving the premises, this register will clearly record the following: Registration Number, time of entry and exit, name of driver, identity number, date of entry, name of Company, name of recipient, and goods delivered/fetched.

15. PERSONNEL VISITORS ENTERING ALL OFFICES / PREMISES

15.1 REGISTERS

15.1.1 BIOMETRICS

This is a clocking system used by all MTC employees, to register attendance, time and breath test. Each employee will not be allowed to enter MTC premises without clocking on all biometrics function.

15.1.2 CLOCKING CARDS

Each employee will use clocking cards to register time and attendance. This will be used together with biometrics until it is declared fully operational. No employee will be allowed to clock for another employee.

15.1.3 STAFF ATTENDANCE REGISTER

In cases where biometrics and clocking card systems are not functioning then staff attendance register should be completed by each staff member.

15.1.4 VISITORS ATTENDANCE REGISTER

A register will be maintained at each entrance, this register will clearly record the name, identity number, time of entry, time of departure, visitor card number, contact telephone number, reason for visit, and name and extension number of person visited.

15.2 CARDS

Visitors' cards will be issued at the main entrance into a Depot by security after completion of a visitors register. The visitor's cards must be returned to the point of issue by the visitor and the register must be updated to indicate that the visitor has left the premises.

15.3 VISIBLY IDENTIFIABLE

Visitors must wear the issued visitor's card prominently always displayed when on the premises, any visitor found not to be wearing identification will immediately be escorted to the entrance where entry was allegedly gained and the register checked, if person is found to have gained unauthorized entry, he/ she will immediately be escorted out the building by security.

15.4 FIREARMS

Under no circumstances will firearms be permitted within the confines of the MTC.

Only authorized Security Personnel, SAPS, delegated officials and VIP Security Personnel will be allowed access with registered firearms. A gun safe (as described elsewhere in the document) must be provided and installed by the service provider at each enhance, visitors must surrender firearms on entry, **Note** All visitors will surrender firearms to Security Officers in the "fire safe" mode, all bullets will be removed, all

chambers emptied, and magazines removed (where applicable).

There will be no deviation from this procedure.

15.5 FIREARMS REGISTER

A firearms register is to be compiled and maintained by the Contractor which will clearly record the following: Name of Person, ID No. of Person, serial number of firearm, make, model and caliber of firearm, time of entry, time of departure, signature of receipt by Security Guard and signature of receipt by visitor on leaving, key issue number.

15.6 GUN SAFES

Gun Safes will comprise a series of numbered individual “boxes” with corresponding key number, key will be retained by visitor until departure at which point upon signature, firearm will be released to owner. The gun safe will be suitable for hand weapons only and no rifles will be allowed at all on the premises. The size of the gun safe unit will be at least nine (9) compartments. MTC will provide and install Gun safes at the entrances of MTC /guard rooms. The Gun safes will be of Industrial quality as manufactured by Chubb or equally approved. The service provider for this purpose will also provide all the guarding points at entrances with suitable industrial quality audible metal detectors.

There will be no deviation from this procedure.

15.7 ALCOHOL / BANNED SUBSTANCES

It is expressly forbidden for visitors, and/or employees to gain access to the MTC either having in their possession, or being under the influence of alcohol or any recognized banned intoxicating substances e.g. dagga, cocaine, methedrine, mandrax, etc. Any person found in possession of or under the influence of the above-mentioned will be refused entry to premises. If it is a staff member it must be recorded in the incidence register immediately and the supervisor of MTC is to be informed. Security will escort any such person to the gate and ensure any such person leaves the premises.

There will be no deviation from this procedure.

15.8 GENERAL

Notwithstanding any of the above, the Officer/s appointed to these entry points must be of a disposition to handle the sensitive and discretionary nature of the position regarding conduct pertaining to the General Public.

15.9 RIGHT OF SEARCH

All visitors are subject to having their baggage, luggage, briefcases, and handbags searched at the discretion of the MTC (or his authorized representative), Contractor/Service provider, or if sufficient suspicion of criminal / fraudulent intent is suspected. All registers will contain a waiver clause to this effect, indicating the consent of the signee to accede to this procedure.

15.10 OBSERVANCE OF VISITING HOURS

All visitors are to stay only during the specified visiting hours, unless otherwise stated.

No visitors will be allowed to enter before or after visiting hours and security are to monitor the visiting hours strictly to avoid any unnecessary disruptions in the MTC.

15.11 PATROLS IN THE BUILDING

15.11.1 Working Hours

A guard will patrol the yard of MTC in all shifts and the patrolling guard will record his movements by the tag of the patrolling system. If tag is not working, it must be reported immediately and repaired by the contractor/Service provider.

15.11.2 After-Hours Procedure

15.11.2.1 Locking Building

No visitors / public will be admitted to the buildings without prior written approved authority from both the responsible MTC official or in the event of a fire, police or emergency arising, wherein only emergency personnel will be allowed access.

There will be no deviation from this procedure.

15.11.3 After-Hours Staff Procedure

NOTE: From time to time, it is a requirement that Staff will work outside normal office hours, the following procedures will be implemented, but the Bidder is to take note of the sensitivity of this requirement and to react accordingly.

Written Authority must be provided by relevant MTC Head (or appointed representative) for permission to be granted to work after hours. This Authority will be submitted to the MTC official responsible for his approval and counter signature, which will then be forwarded to Security Personnel for entering the after-hours register.

THE CONTRACTOR / SERVICE PROVIDER MUST NOTE THAT THE MAINTENANCE STAFF AND ALL THE CLEANING STAFF HAS FULL ACCESS ON A 24 HOUR SEVEN DAYS A WEEK BASIS.

15.12 REGISTER

An after-hours staff register will be maintained, and this register will clearly record the date, name and time of exit of personnel working after hours.

(Authorization if applicable to be attached - cleaning and maintenance staff excluded from providing authorization - register of visits however to be kept).

15.12.1 Right of Search

All cars and buses are subject to searching and a cabby hole opened on request by the security officer.

15.12.2 Unauthorized Person

Should any person, Staff or otherwise, be found on the premises after hours without the requisite authority such person will be escorted off site and statement taken as to why he or she was in the premises and reported to MTC responsible official immediately.

If suspicion arises that any wrongdoing was done the SAPS needs to be involved.

15.12.3 After Hours, Internal Patrols

Night Guards to be placed as per the night schedule at the various MTC Centers and to do patrol's during the hours of 6pm to 6am, records of patrols will be monitored and recorded in the notebook and occurrence book, the record card will be presented to the Facilities Supervisor weekly for scrutiny and filing

The MTC Centers are to be patrolled on a 24-hour basis. Service providers are to note that the core operation of the MTC is in no way to be hampered. The guard will however on the round visit the sister station to ascertain that all is well.

15.13 ARMED RESPONSE

15.13.1 The Service Provider shall provide an Armed Response backup service to deal with situations that are beyond the power of security guards that are on duty. This service should have been fully functional and operational for the last 12 months.

15.13.2 The Armed response service must be provided on a 24-hour basis, 7 days per week.

15.13.3 The Armed Response must respond within 10 minutes to the site of an incident.

15.13.4 The Armed Response shall comprise the following:

- 15.13.4.1 Armed response vehicles. One is to be based at the service provider's premises and be available on request.
- 15.13.4.2 The Armed Response vehicles must be always kept in good roadworthy condition and be properly registered in accordance with the relevant legislation.
- 15.13.4.3 The vehicles must be fitted communication devices that would enable quick and easy reach of the officers manning the vehicles. Two-way radios, or similar, are most preferred. Additional communication may also be installed.
- 15.13.4.4 Each vehicle must be manned by two security officers who are properly trained in Armed Response and on Grade C. Proof of training must be provided.
- 15.13.4.5 All four security officers must be properly armed with a shot gun each or similar weapons. Weapons must be properly licensed in terms of relevant legislation. Proof of registration must be provided. (Is it necessary to have it).

15.14 BRIEFING AND DE-BRIEFING PARADES

Guards on duty should have a de-briefing parade at the end of every shift to inform the oncoming guards of the events occurring at the MTC during the previous shift. Oncoming guards should have a briefing parade to inform their colleagues on any instruction or information forwarded by management.

15.15 GUARD DISTRIBUTION

DEPOT NAME	DAY SHIFT STAFF	NIGHT SHIFT STAFF
ZWELITSHA	One Grade C Firearm Competent and Two Grade D	One Grade C Firearm Competent and Two Grade D
REESTON	One Grade C Firearm Competent and Two Grade D	One Grade C Firearm Competent and Two Grade D
QUEENSTOWN	One Grade C Firearm Competent and Two Grade D	One Grade C Firearm Competent and Two Grade D
ALICE	One Grade C Firearm Competent and Two Grade D	One Grade C Firearm Competent and Two Grade D
Head Office	One Grade C Firearm	One Grade C Firearm.

15.16 EMERGENCY EVACUATION PLAN

The contractor/Service provider will be expected to appoint a suitably qualified professional to draw up an emergency evacuation plan as well as a Disaster Management Plan for all institutions within the MTC.

The said plans will be a full comprehensive document starting at Depo level including Head Office to form the full MTC plans for emergency evacuations and Disaster Management,

The document will become the full property of MTC of MTC who will carry the copyright to the document. The final documents will be neatly and sturdily bound in suitable folders that will allow easy amendments.

Every Section / Ward will also be provided with a copy of the relevant sections of the said documents. The official responsible of MTC will be provided with a full electronic copy of the said documents for safekeeping and the electronic files must be editable.

The contractor/Service provider will provide training/work shopping the said documents with the relevant MTC personnel. MTC will arrange a venue.

15.17 SERVICE LEVEL AGREEMENT ELEMENTS

The following elements will be reflected in the Service Level Agreements with penalties for non-compliance.

A de-merit system with penalty points shall apply for certain aspects of non-compliance. Penalty points on scale of one to ten will be given to all transgressions, which will translate into monetary deductions from all payments made to the service provider.

The above should enhance security at all levels as the monitoring company's interest will be in quality control and the service provider will be forced to deliver service of a very high standard. Repeat offenders will be cautioned and the necessary steps will be taken if the level of service does not improve.

All theft / losses and transgressions will be recovered from the service provider in conjunction with a demerit nut in place. All offences will be converted to money for all the transgressions. A company will be made to sign a credit note for the deductions of transgressions. Clients will be advised on all actions to be taken against the company.

16. EVALUATION CRITERIA

16.1 INFRASTRUCTURE ASSESSMENT

16.1.1 Distance of control room from client's premises.

16.1.2 Availability of 24-hour control room.

16.1.3 Transport availability.

16.1.4 Proof of references with regard to security contracts rendered in a government environment.

16.1.5 Security experience of directors / members / partners.

16.2 In addition to the requirements as stated, all bids will be evaluated based on price and proposal and the proposal that will best suit the corporate operational requirements of the Mayibuye Transport Corporation.

16.3 The bid will be evaluated based on the Preferential Procurement Policy Framework Act (Act No. 5, 2000), and the regulations pertaining thereto (2022) as well as Mayibuye Transport Corporation's Procurement Policy.

17. EVALUATION MODEL

Qualifying Proposals will be evaluated based on the following evaluation criteria:

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 1B	Non-Mandatory Requirements
Stage 2	
Functionality Requirements	Threshold of 60%
Stage 3	
Price	80
Specific Goals	20
TOTAL	100

17.1 COMPLIANCE-STAGE 1

17.1.1 STAGE 1: COMPLIANCE REQUIREMENTS

Bidders are to comply with the following requirements and failure to comply may lead to disqualification.

17.1.2 Stage 1A – Mandatory Requirements

If you do not submit/meet the following mandatory documents, your bid will be automatically disqualified. Please note bidders will not be evaluated further if they do not meet the mandatory requirements.

All Standard Bidding Documents (SBD) must be duly completed and signed.

Valid certified copy of Private Security Industry Regulatory Authority (PSIRA) certificate for the company.

Valid certified copy of Private Security Industry Regulatory Authority (PSIRA) certificate for the Director/s.

Private Security Industry Regulatory Authority (PSIRA) valid company letter of good standing. **(Letter of good standing must be valid on closing date of tender)**

Company, armed guards and Company directors valid and certified copy of fire-arm competency certificate. (if expired supply proof of renewal)

Company proof of registration with Compensation for occupational Injuries and Diseases Act (COIDA).

Company proof of registration with Private Security Sector Provident fund/if company is exempted, a letter of exemption and proof of registration with another fund must be submitted.

Company proof of registration with Unemployment insurance fund (UIF).

Company municipal account / lease agreement / proof of residence.

Company proof of registration with the National Bargaining Council for the Private Security Sector (NBCPSS).

Requirement	Comply (Yes/No)
Certificate of Authority for signatory in respect of the bidder	
<p>All SBD forms should be fully completed and signed</p> <ul style="list-style-type: none"> i. Original and signed SBD 1 Form "Invitation to Bid". Each page must be initialled. ii. Original and signed Pricing Schedule SBD 3.1. Each page must be initialled. iii. Original and signed SBD 4 Form "Declaration of Interest". Each page must be initialled. iv. Original and signed SBD 6.1 SBD 6.1: Preference Points Claim Form in terms of the PPR of 2022. Each page must be initialled. v. SBD 7: Contract Form SBD 7.2 for Rendering of Services vi. The General Conditions of Contract (2010) 	
Valid certified copy of Private Security Industry Regulatory Authority (PSIRA) certificate for the company.	
Valid certified copy of Private Security Industry Regulatory Authority (PSIRA) certificate for the Director/s.	
Private Security Industry Regulatory Authority (PSIRA) valid company letter of good standing. (Letter of good standing must be valid on closing date of tender)	
Company, armed guards and Company directors valid and certified copy of fire-arm competency certificate. (if expired supply proof of renewal)	
Company proof of registration with Compensation for occupational Injuries and Diseases Act (COIDA).	
Company proof of registration with Private Security Sector Provident fund/if company is exempted, a letter of exemption and proof of registration with another fund must be submitted.	

Company proof of registration with Unemployment insurance fund (UIF).	
Company municipal account / lease agreement / proof of residence.	
Company proof of registration with the National Bargaining Council for the Private Security Sector (NBCPSS).	

Failure to submit any of the above documents may render the proposal non-responsive and it will be disqualified from the bid process. Where possible the corporation reserves the right to request further particulars

17.1.3 Stage 1B – Non-mandatory Requirements (Required information for bidding)

MTC may request the bidder to submit the information within five (5) working days where necessary. Should this information not be provided, your bid proposal will be disqualified.

Bidders will be required to be compliant with the following requirements upon appointment. Proof of documentation will be requested and verified.

Valid original Tax Clearance Certificate

Certified ID Copies of all directors of the company

CSD Report

Certified copies of company registration document

17.2 STAGE 2

FUNCTIONALITY – STAGE 2

Interested bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above.

The minimum threshold for technical/functionality requirements is 60% of each criterion as per the standard evaluation criteria presented in the table below. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical / functional requirements are presented in Table below

	CRITERIA	POINTS
1	Distance of control's room	20
2	Availability of 24-hour control room	20
3	Capability of the company	20
4	Company experience	20
5	Key Personnel	20
	TOTAL	100

Criteria	Required evidence	Method Scoring	of Weight
1. Distance of control room from client's premises	Company municipal account / lease agreement / proof of residence.	20 points for 1-5 kilometers from the site 15 points for 6-10 kilometers 10 points for 11-15 kilometres 5 points for 16-20 kilometres 0 points more than 20kms	20
2. Availability of 24-hour control room Control room in all areas that MTC has centers, should be operational with staff 24 hours. Physical verification will be done on 24 hours availability.	Company municipal account / lease agreement / proof of residence.	20 points for availability of the control room 0 points No control room	20
3. Capability of the Company Existing resources for carrying out guarding, monitoring and supervision armed response duties.	Certified copies of valid and roadworthy vehicle registration documents registered in a company's or company director/s' name; e-natis documents must be attached.	20 points for 5 Vehicles 15 points for 4 Vehicles 10 points for 3 Vehicles 5 for 2 Vehicles 0 for Less than 2 Vehicles	20
4. Company Experience The bidder is required to provide details of previously undertaken work related to security services in the past 10 years . Only such projects with a minimum value of R5 000 000.00 will be considered.	The bidders must provide an appointment letter and completion letter for each project completed, indicating the completion date, duration period and the value of the project.	20 Points: Successfully completed 5 or more projects 15 Points:	20

Criteria	Required evidence	Method Scoring	of	Weight
		<p>Successfully completed 4 projects</p> <p>10 Points:</p> <p>Successfully completed 3 projects</p> <p>5 Points:</p> <p>Successfully completed 2 projects</p>		
<p>5. Key Personnel</p> <p>The bidder should demonstrate the capacity of their team to carry out the work required in this bid.</p> <p>The key personeel will be evaluated on the experience related to the scope of the bid, and the required qualifications.</p> <p>Security Officers must, at least, possess grade ten (10) qualification and a Grade C or D PSIRA certificate.</p> <p>Supervisors must, at least, possess grade twelve (12) qualification and be of a Grade B security guard.</p> <p>The key personeel must be allocated accordingly as per the scope of work.</p>	<p>Please submit valid Psira certificate (Guards Grade D Supervisor Grade C), Qualifications and CVs.</p>	<p>20 points for more than 3 years experience</p> <p>15 points for 3 years experience</p> <p>10 points for 2 years experience</p> <p>5 points for 1 year experience</p> <p>0 points for Less than 1 year</p>		20
Total Points (Weights)				100

***A minimum of 60 points must be attained from functionality to proceed to stage 3. Failure to obtain

the required number of points will result in the bidder's proposal being declared non-responsive.

17.4. STAGE 3

80/20 PREFERENCE POINTS STAGE 3

Bidders must submit a separate annexure detailing fees for the security services for a period of 36 months.

Bidders should provide their price proposal and provide proof of Specific Goals.

The following formula, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders:

Bidders will be evaluated on price and specific goals using the 80/20 preference point system, as per the table below

CRITERIA	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE PREFERENCE POINT SYSTEMS

Maximum points are allocated for price on the following basis:

80/20

or

90/10

$$PS = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

$$PS = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

20.1 POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)
Note to tenderers: The tenderer must indicate how they claim points for each preference point system

Table for Specific goals

The specific goals allocated points in terms of this tender	Acceptable evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership	CIPC registration document, Affidavit and Certified copies of ID for the directors	30%	
51% - 99% black ownership	CIPC registration document, Affidavit and Certified copies of ID for the directors	20%	
Less than 51% ownership	CIPC registration document, Affidavit and Certified copies of ID for the directors	10%	
Women Equity ownership	CIPC registration document, Affidavit and Certified copies of ID for the directors	20%	
Youth Equity ownership	Certified copies of ID	20%	

	documents of the owners		
People with Disability	Letter from the medical practitioner confirming the disability	5%	
Locality within the Eastern Cape	Proof of Company address	25%	

Failure to submit the required documentation for acceptable evidence will result in the bidders forfeiting the points for specific goals.

18. Conditions of Tender:

- 18.1. The service providers are invited to submit a detailed proposal, that includes the tender document, deliverables and quote in South African Rand including VAT. A company profile should be attached as an appendix.
- 18.2. The tender must be submitted electronically to the following email address tendersubmissions@mtcec.co.za by closing date and time as advertised.
- 18.3. The Tender document may be downloaded directly from the National Treasury's e-tender publication portal.
- 18.4. The Corporation reserves the right to reject any and/or all bids, to waive any and/or all formalities and to accept the one deemed most advantageous to Mayibuye Transport Corporation and the Province of the Eastern Cape.
- 18.5. In the event that Mayibuye wants to perform credit worthiness checks, the service provider will have to undertake the exercise before the awarding of the tender.
- 18.6. The company name and the return address must also be endorsed in the e-mail submitted.
- 18.7. No tender received late by email will be considered.
- 18.8. Amended tenders may be sent via email and marked "Amendment to tender" and should be emailed before the tender closing time.
- 18.9. The Tender validity period will be six months after the closing date.
- 18.10. The tenderer is responsible for all the cost that they shall incur related to the preparation and submission of the tender document.
- 18.11. Kindly note that Mayibuye Transport Corporation is entitled to amend any tender conditions, validity period, specifications or extend the closing date of tenders before the prescribed closing date. All tenderers, to whom the tender documents have been issued, will be advised in writing of such amendments.
- 18.12. The Corporation reserves the right not to accept the lowest tender or any tender in part or in whole. It normally awards the contract to the tenderer who proves to be fully capable of handling the contract and whose tender is technically acceptable and/or financially advantageous to Mayibuye Transport Corporation – (in line with the social aspirations);

- 18.13. The Corporation also reserves the right to award this tender to:-
- 18.13.1. an organisation that has highest scoring points in terms current PPR2022 legislation;
 - 18.13.2. an organisation that is a joint venture with a black empowered company.
 - 18.13.3. This will be added to the criteria when evaluating the tenders.
- 18.14. The Corporation also reserves the right to award this tender as a whole or in part without furnishing reasons.
- 18.15. The Corporation also reserves the right to cancel or withdraw from this tender as a whole or in part without furnishing reasons.
- 18.16. The tenderer hereby offers to render all or any of the services described in the attached documents to the Corporation on the terms and conditions and in accordance with the specifications stipulated in this Tender document (and which shall be taken as part of, and incorporated into, this Proposal at the prices inserted therein).
- 18.17. This proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
- 18.18. Tenders submitted by Companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the Tender.
- 18.19. The tenderer shall prepare for a possible presentation should the Corporation require such and the tenderer shall be notified thereof no later than 4 (four) days before the actual presentation date.
- 18.20. The tenderer hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by the Corporation during the validity period indicated and calculated from the closing hour and date of the tender.
- 18.21. The tenderer furthermore confirms satisfaction regarding the correctness and validity of this tender response and that all prices and rates quoted cover all the work / items specified in the tender response documents and that prices and rates quoted cover all obligations under any resulting contract and that the tenderer accepts that any mistakes regarding prices and calculations will be at their own risk.
- 18.22. The tenderer hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the principal (s) liable for the due fulfilment of this contract.
- 18.23. Failure to comply with any of the terms and conditions as set out above will invalidate the tender.
- 18.24. Completion and signature of the "Details of the Tenderer" (Respondent) form are mandatory and confirm acceptance of these Terms and Conditions of Tender.
- 18.25. The evaluation will put a lot of emphasis on Mayibuye Transport Corporation's social aspirations inclusions of a company from historically disadvantaged is a requirement.
- 18.26. The tender briefing is compulsory. Failure to attend will result in disqualification.
- 18.27. Shortlisted bidders will be invited to present/demonstrate the functionality of their system to MTC panel. Note that all General Conditions of Contract terms will apply.

19. STANDARD BIDDING DOCUMENTS

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.....
Closing Time 11:00	Closing date:10/02/2025.....

OFFER TO BE VALID FOR...180.....DAYS FROM THE CLOSING DATE OF BID

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(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)
- 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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

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

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

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

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

TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals		
a) 100% black ownership	6	
(b) 51% to 99% black ownership	4	
(c) Less than 51% black ownership	2	
Black Women ownership		
a) 100% black women ownership	4	

b)30% to 99% black women ownership	2	
(c) Less than 30% black	1	
Black youth ownership		
a)100% black youth ownership	4	
b) 30% to 99% black youth ownership	2	
c) Less than 30% black youth	1	
People with Disability		
(a) 20% or more disabled people ownership	1	
(b) Less than 20% disabled people ownership	0	
Locality		
a) Within the Eastern Cape	5	
(b) Outside the Eastern Cape	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- The information furnished is true and correct;
 - The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

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

2

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES

1

2

DATE:

DATE

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity
as.....
accept your bid under reference numberdated.....for the
rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4.I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>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.</p>

- 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)