



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSAL

BID NUMBER	DOT/02/2026/CS
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER/CONSULTANT TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS
ADVERTISEMENT DATE	24 APRIL 2026
CLOSING TIME	11:00 AM
CLOSING DATE	19 MAY 2026
BRIEFING SESSION	Tick Compulsory Briefing <input checked="" type="checkbox"/> Non-Compulsory Virtual <input type="checkbox"/> <ul style="list-style-type: none">• Date: 08 May 2026• Time: 10h00• Venue: Indaba Boardroom, Department of Transport, Pretoria.
VALIDITY PERIOD	120 DAYS <ul style="list-style-type: none">• Business Working Days from Closing Date.• Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalized within the validity period.• However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded, unless stated otherwise.
TENDER DOCUMENTS	<ul style="list-style-type: none">• Not for sale.• Copies of the bid documents are obtainable from on the e-Tender portal of the National Treasury website, www.etenders.gov.za
SUBMISSION OF PROPOSALS	<ul style="list-style-type: none">• Proposals must reach the offices of the Department of Transport, located at Forum Building, 159 Struben Street, Pretoria before 11:00 (AM) of the indicated closing date.• The tender box is available for the depositing of proposals 24 hours a day.• No late submissions will be considered under any circumstances.

CLARIFICATION/ COMMUNICATION	<ul style="list-style-type: none"> • Requests for clarification must be made in writing by e-mail to bids@dot.gov.za. • Requests for clarification shall be accepted by the DOT up until 13 May 2026 at 16H30. • The submission bid number should be included in the subject line of the email. • No telephonic requests for clarification shall be entertained. • The clarifications shall be made available to all bidders by a notification on the etender website, and in cases of a compulsory briefing sessions, to all attendees.
CONTACT DETAILS (SCM ENQUIRIES)	<ul style="list-style-type: none"> • Physical address: Forum building, 159 Struben Street, Pretoria • National Department of Transport, Private Bag X193, Pretoria, 0001 • For any enquiries, email: MthimunyeL@dot.gov.za/NyawoN@dot.gov.za/MkhariT@dot.gov.za
CONTACT DETAILS (TECHNICAL ENQUIRIES)	<ul style="list-style-type: none"> • Physical address: Forum building, 159 Struben Street, Pretoria • National Department of Transport, Private Bag X193, Pretoria, 0001 • For any enquiries, email: MasilelaR@dot.gov.za

IMPORTANT NOTICE

Bidders are to be aware of scammers who pose as DOT employees selling bid documents or offering monetary gratuity in exchange for information or awarding of bids. DOT is in no way selling the bid document, all documents shall be found on the eTender Portal and awarded bids are notified through the website under "bids awarded" and DOT shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids.

SECTION A: INFORMATION TO BIDDERS

1. PURPOSE OF THIS RFP

This Request for Proposal invites suitably qualified and experienced service providers to submit proposals in response to the Terms of Reference (TOR). The objective of this RFP is to ensure a transparent, fair and defensible procurement process that enables the Department to appoint a service provider capable of delivering the required outcomes.

2. CONTENTS OF THE RFP PACK

This RFP Pack is organised in four (4) sections consisting of one or more documents in each section.

Tender Pack Doc	Title	Type	Purpose
1	Request for Proposal	PDF	<ul style="list-style-type: none"> This Request for Proposal including all administrative requirements and PPPFA scoring.
1a	Bidder Checklist	MS Word	<ul style="list-style-type: none"> Checklist for bidders to complete to ensure compliance.
1b	Envelope Cover Template	MS Word	<ul style="list-style-type: none"> Envelope covers for both Technical Envelope and Financial Envelope
1c	Guideline to Bidders	PDF	<ul style="list-style-type: none"> Guide to Bidders in completing documents and preparing proposals
2	Standard Bid Documents (SBDs).		<ul style="list-style-type: none"> These documents are required by DOT Procurement and National Treasury to be read and to be returned as part of the Bidder's Tender response.
2a	SBD 1 – Invitation to bid	PDF	<ul style="list-style-type: none"> To be printed, filled in full and signed.
2b	SBD 2 – Tax clearance certificate requirements.	PDF	<ul style="list-style-type: none"> Provide CSD number /SARS pin/ ID copies of shareholder/s or Directors of the company to be submitted for screening purposes.
2c	SBD 4 – Bidder's Disclosure	PDF	<ul style="list-style-type: none"> To be printed, filled in full and signed.
2d	General Conditions of Contract	PDF	<ul style="list-style-type: none"> To be printed, filled in full and signed.
2e	SBD 3.3 pricing schedules	PDF	<ul style="list-style-type: none"> Must be submitted before or on the closing date of the bid in sealed envelopes and clearly marked as pricing schedule/Financial proposal. Information requirement for compliance To be printed, filled in full and signed.
2f	SBD 6.1 Preferential Claim Form in terms of Preferential Procurement Regulation (PPR) 2022, if applicable	PDF	<ul style="list-style-type: none"> To be printed, filled in full and signed.

Tender Pack Doc	Title	Type	Purpose
3	Terms of Reference	PDF	<ul style="list-style-type: none"> Functionality Requirements, outlining the business requirements, technical requirements, evaluation criteria and other information required by the Bidder to submit a Tender response.
3a	Pricing template as indicated in the TOR as Annexure C	MS Word/Excel	<ul style="list-style-type: none"> Pricing template for completion. For completion in the MS Word/Excel Form as provided.
4	Contractual Arrangements		<ul style="list-style-type: none"> All contractual arrangements and agreement applicable to RFP
4a	General Conditions of Contract (GCC)	PDF/Word	<ul style="list-style-type: none"> GCC as issued by NT.
4b	Special Conditions of Contract (SCC)	PDF/Word	<ul style="list-style-type: none"> SSC to supplement GCC and TOR.
4c	Non-disclosure Agreement	PDF/Word	<ul style="list-style-type: none"> NDA including Data Protection & POPIA Compliance
4d	SLA (if applicable)	PDF	<ul style="list-style-type: none"> Draft Service Level Agreement for discussion during appointment.

3. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID PROPOSALS

- 3.1 This bid and all contracts emanating there from shall be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- 3.2 Please complete the checklist attached as Annexure 1A to verify your submission of the relevant documents.

4. TWO-ENVELOPE SUBMISSION REQUIREMENT

The Department applies a strict two-envelope system. Failure to comply may result in disqualification.

ENVELOPE	MUST CONTAIN	MUST NOT CONTAIN	LABELLING
Envelope 1: Technical / Functionality	<ul style="list-style-type: none"> Signed Bidder Checklist All required SBDs for technical submission TOR response Evidence for functionality evaluation. 	<ul style="list-style-type: none"> Any pricing, rates, cost breakdowns or financial information. 	<ul style="list-style-type: none"> See Annexure A
Envelope 2: Financial / Price	<ul style="list-style-type: none"> Completed and signed SBD 3.3 Pricing schedule PPPFA points claim supporting documents Financial annexures. 	<ul style="list-style-type: none"> Technical narrative or functionality responses. 	<ul style="list-style-type: none"> See Annexure B
Outer Package	<ul style="list-style-type: none"> Both sealed envelopes. 	<ul style="list-style-type: none"> Loose or unsealed documents. 	<ul style="list-style-type: none"> Bid number, description, closing date & time

5. REQUIRED PROPOSAL SEQUENCE (TECHNICAL ENVELOPE)

- 5.1 Signed Bidder Checklist and index
- 5.2 Mandatory compliance documents (SBDs, CSD, tax compliance, compulsory certificates)
- 5.3 Response to the TOR (understanding of scope and approach)
- 5.4 Detailed work plan mapped to TOR deliverables
- 5.5 Risk management, quality assurance and skills transfer plans (where applicable)
- 5.6 Other supporting annexures and documents

6. PROPOSAL DOCUMENTS

- 6.1 No bids submitted by Facsimile, telegram, email will be considered. It is the bidder's sole responsibility to ensure that the complete bid has been received by the Closing Date and Time. Giving the bid to a courier prior to the Closing Date without actual receipt by DOT before the Closing Date and Time will not excuse the late delivery of a bid.

- 6.2 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The DOT will not be held responsible for any delays where bid documents are handed to the DOT Receptionist.
- 6.3 Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. It is the DOT's policy not to consider late bids for tender evaluation.
- 6.4 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by DOT in regard to anything arising from the fact that pages of a bid are missing or duplicated.

7. COMPLETION AND FORMAT OF BID PROPOSALS

- 7.1 Bidders are advised that, in order to facilitate for an efficient evaluation process, the bid should be as prescribed, concise and written in plain English.
- 7.2 Bids should be clearly indexed with supporting documents clearly marked. It is recommended that bidders follow the TOR, specifically evaluation criteria and deliverables as a guide for compilation/sequence of the proposal information.
- 7.3 Section 25: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender and will not be evaluated.
- 7.4 Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender and will not be evaluated.
- 7.5 No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.
- 7.6 The tender document as provided by the DOT's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the DOT.

8. CLARIFICATIONS AND COMMUNICATION

- 8.1 The DOT may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the DOT on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.
- 8.2 Oral communication or instruction by DOT or its representative shall have no standing in this bid unless and until they have been confirmed in writing.

- 8.3 DOT accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.
- 8.4 Whilst all due care has been taken in connection with the preparation of this bid, DOT makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. DOT, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 8.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DOT (other than minor clerical matters), the Bidder(s) must promptly notify DOT in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DOT an opportunity to consider what corrective action is necessary (if any).
- 8.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DOT will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 8.7 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.
- 8.8 Bidders may not contact any other DOT employee besides the email address mentioned above on any matter pertaining to the bid from the time when the bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

9. EVALUATION PROCESS

The evaluation process comprises of the following stages:

9.1 STAGE 1: MANDATORY REQUIREMENTS AND DISQUALIFICATION: COMPLIANCE

9.1.1 Failure to comply with the mandatory compliance requirements listed in paragraph 9.1.2 below, which relate to bid submission integrity and eligibility, will result in automatic disqualification without further engagement.

9.1.2 The standard mandatory compliance requirements are:

Nr	Requirement	Description
1	Non-compliance with 2 envelopes.	<p>The DOT applies a two envelope system whereby the Technical Proposal and Financial Proposal must be submitted separately. Any of the following will render the bid non compliant:</p> <ul style="list-style-type: none"> • Envelopes not clearly marked “Technical” and “Financial” • Unsealed or accessible pricing information at any stage of evaluation • Financial or costing information included in the technical proposal
2	Failure to submit SBD forms	<p>Failure to submit all required Standard Bidding Documents (SBDs) will render the bid non responsive. The omission of minor administrative forms may be treated as administrative non compliance at the DOT’s discretion.</p>
3	Non-responsive proposal	<p>Failure to submit mandatory checklists and/or required supporting documents necessary to evaluate functionality (e.g. submission of SBDs and/or pricing only).</p>
4	Late bid	<p>Any bid submitted after the stipulated closing date and time.</p>
5.	Non-compliance requirements listed in Annexure D	<p>Failure to comply with all mandatory requirements listed in Annexure D.</p>
6.	Non-attendance of compulsory briefing session (if applicable)	<p>Where a compulsory briefing session is indicated in the Bid Advertisement and Rules of Bidding, failure to attend will result in disqualification. Virtual briefing sessions are not compulsory unless stated otherwise..</p>

9.1.3 For the avoidance of doubt, the non-submission of supporting or verifiable documentation that does not amend the substance of the bid, price, or functionality, shall be treated as administrative

non-compliance and may be subject to clarification or rectification in accordance with the Department's approved SCM Standard Operating Procedures

- 9.1.4 The DOT further reserves the right to disqualify any bidders who do not comply with one or more of the following bid requirements and may take place without prior notice to the bidder:
- a. Bidder whose tax matters are not in order;
 - b. Submitted materially incomplete information that renders the bid non-responsive and incapable of evaluation;
 - c. Submitted information that is fraudulent, factually untrue or inaccurate information;
 - d. Received information not available to other potential bidders through fraudulent means;
 - e. Failed to comply with technical requirements as stipulated in the Bid document;
 - f. Misrepresented or altered material information in whatever way or manner;
 - g. Promised, offered or made gifts, benefits to any DOT employee;
 - h. Canvassed, lobbied in order to gain unfair advantage;
 - i. Committed fraudulent acts; and • acted dishonestly and/or in bad faith etc.

9.2 STAGE 1B (IF APPLICABLE) MANDATORY REQUIREMENTS AND DISQUALIFICATION: TECHNICAL

- 9.2.1 In the event that the tender requires technical mandatory requirements used as pre-qualification prior to technical evaluation, such will be indicated in the TOR document.
- 9.2.2 It is the responsibility of each bidder to verify whether any additional mandatory technical requirements are specified in the Terms of Reference (TOR) and to ensure full compliance therewith.
- 9.2.2 For bids that include mandatory technical requirements as listed in the Terms of Reference, failure to demonstrate the required capability or minimum criteria will lead to disqualification. The omission of supporting proof may be treated as administrative non-compliance unless expressly stated otherwise in the TOR.

9.3 STAGE 2: FUNCTIONALITY EVALUATION - DESKTOP

- 9.3.1 Bids shall be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference (TOR).

9.3.2 Bidders must, as part of their bid documents, submit supportive documentation for all functionality requirements as indicated hereunder. The committee will verify all documents submitted on time by the bidders.

9.3.3 Bidders need not rate themselves but to ensure that all information is submitted as required.

9.3.4 Bidders who are successful in meeting the functionality threshold during this stage will be evaluated further on Preferential Procurement Regulation (PPR).

9.4 STAGE 2B: FUNCTIONALITY EVALUATION – INTERVIEW/SITE VISIT/DEMO

9.4.1 The DOT shall invite bidders who score the minimum threshold for desktop evaluation for Interview/demo that forms part of the technical/functionality evaluation process in the Terms of Reference.

9.4.2 Bidders who are successful in meeting the functionality threshold during this stage will be evaluated further on Preferential Procurement Regulation (PPR).

9.5 STAGE 3: PREFERENTIAL PROCUREMENT REGULATION (PPR), 2022

9.5.1 The applicable preference point system, being either 80/20 or 90/10, will be applied in the evaluation and award of the bid. A total of 80 or 90 points will be allocated for price as calculated in the completed SBD 6.1 form, and the remaining 20 or 10 points will be allocated for specific goals in accordance with the table below, depending on the applicable formula.

9.5.2 Calculating preference points

The following table will be utilised in evaluating preference: (Note that this must be adjudicated per TOR)

Goals	Points out of 20 (80/20)	Points claimed	Proof Attached
Black Owned (BO)	Max 10		
100% BO	10		
>50%	5		
Women Owed (WO)	MAX 6		
100% WO	6		
>50%	3		
Black Designated Group (BDG)	MAX 4		
100% BDG	4		
>50%	2		

9.5.3 Additional supporting documents required

Preference Category	Definition (for RFP clarity)	Required Supporting Proof	Verification Notes
Black Ownership	Ownership by Black persons as per B-BBEE Act	<ul style="list-style-type: none"> ID copies of Black shareholders CIPC Disclosure Certificate B-BBEE Certificate or Sworn Affidavit (EME/QSE) 	Ownership % must be clearly stated and match CSD.
Women-Owned Enterprise	Ownership by women	<ul style="list-style-type: none"> ID copies CIPC Disclosure Certificate B-BBEE Certificate or Sworn Affidavit (EME/QSE) 	Must match CSD and company records.
Youth	Individuals aged 18–35	<ul style="list-style-type: none"> ID copy of youth owner(s) CIPC Disclosure Certificate B-BBEE Certificate/Affidavit confirming Women ownership 	Age must be valid on closing date.
People with Disabilities (PWD)	Persons with long-term physical/mental impairment	<ul style="list-style-type: none"> Medical certificate from a registered medical practitioner ID copy 	Certificate must specify long-term disability.
Military Veterans (MV)	Registered military veterans	<ul style="list-style-type: none"> Military Veterans Certificate issued by DMV ID copy 	Only DMV-issued certificates accepted.
Rural Enterprise	Business located in a rural area	<ul style="list-style-type: none"> Municipal account or lease agreement showing address CIPC registered address Affidavit confirming rural location 	Address must match CSD.
Township Enterprise	Business located in a township	<ul style="list-style-type: none"> Municipal account/lease agreement CIPC registered address Affidavit confirming township location 	Township must be identifiable by municipality.
Unemployed Persons (as owners)	Enterprise owned by individuals who are unemployed	<ul style="list-style-type: none"> Affidavit confirming unemployment status ID copy 	Affidavit must state no employment in any sector.

9.5.4 The following also applies:

- a. Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit

at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

- b. Bidders are required to complete the preference claim form (SBD 6.1), and submit the required supporting documents at the closing date and time of the bid in order to claim the points indicated in the TOR. The points scored by a bidder in respect of preference will be added to the points scored for price.
- c. Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted the required supporting documents together with the bid will be considered for preference points.
- d. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated score card, with detailed points claimed by each partner, and supporting documents for every separate tender.
- e. Failure on the part of the bidder to comply with paragraphs (a) to (d) will be deemed that preference points are not claimed and will therefore be allocated a zero (0).
- f. The Department of Transport may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- g. The points scored will be rounded off to the nearest 2 decimals.
- h. In the event that two or more bids have scored equal total points, the award will be done in terms of the Preferential Procurement Regulations 2022, *Section 8: Criteria for breaking deadlock in scoring*.
- i. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

9.5.5 Consortium / Joint Venture

In the event that preference points are claimed for goals by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of those goals:

Name of Consortium/JV Partner	Percentage (%) of the contract value managed or executed by the Partner

SECTION B: GENERAL

10. PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS

- 10.1 The Public Administration Act, 2014 (Act NO II Of 2014), chapter 3, section 8(2)(a) specifies that an employee of the Department may not conduct business with the Department.
- 10.2 Bidders having a kinship with persons employed by the Department, including a blood relationship, must declare their interest on the SBD 4 (Declaration Of Interest).

11. TAX CLEARANCE CERTIFICATE

- 11.1 Bidder's tax matters must be compliant at the time of award.
- 11.2 In case where a bidder's tax matters are non-compliant a bidder will be given seven (7) days to remedy the tax matters.
- 11.3 Failure to remedy this may invalidate the bid.

12. VALUE ADDED TAX

- 12.1 All bid prices must be inclusive of 15% Value-Added Tax and quoted in Rands.

13. CLIENT BASE

- 13.1 The DOT reserves the right to contact references during the evaluation and adjudication process to obtain information.

14. TRANSFORMATION

- 14.1 DOT promotes transformation within the maritime services sector of the South African economy and as such, bidders are encouraged to partner with majority black owned entities (51% black owned and controlled).
- 14.2 Such partnerships may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities.

15. LEGAL IMPLICATIONS

- 15.1 Successful bidder/s must be prepared to enter into a contract with the DOT.

16. COMMUNICATION

- 16.1 Supply Chain Management (SCM) within the DOT shall communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period.

17. COUNTER CONDITIONS

- 17.1 Bidders' attention is drawn to the fact that amendments to any of the Information to bid by bidders shall result in invalidation of such bids.

18. PROHIBITION OF RESTRICTIVE PRACTICES

- 18.1 In terms of section 4(1) 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:

- a. directly or indirectly fixing a purchase or selling price or any other trading condition;
- b. dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- c. collusive bidding.

- 18.2 If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

19. FRONTING

- 19.1 The DOT supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DOT condemns any form of fronting.

- 19.2 The DOT, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.

- 19.3 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

20. VALIDITY PERIOD

- 20.1 Bids shall remain valid for the period indicated in the RFP.
- 20.2 The bidder shall hold the tender offer(s) valid and open for acceptance by the DOT at any time during the validity period stated in the RFP, calculated from the closing time and date stipulated in the tender document.
- 20.3 If requested in writing by the DOT, the bidder shall consider extending the bid validity period for an agreed additional period.
- 20.4 A tender submission submitted to the DOT may only be withdrawn or substituted by giving the DOT written notice prior to the closing time and date for tenders.
- 20.5 **Post-award validity:**
- 20.5.1 Without derogating from the initial bid validity period, bidders are required to keep their bids open, firm and capable of acceptance for a period of six (6) months, calculated from the date of issue of the written award or letter of appointment.
- 20.5.2 By submitting a bid, a bidder is deemed to have accepted this requirement and to have given an irrevocable undertaking that its bid, including pricing and all material terms, shall remain valid for the full post-award validity period referred to in clause 20.5.1.
- 20.5.3 The DOT reserves the right, within the post-award validity period and subject to compliance with all applicable legislative requirements, National Treasury prescripts and internal approvals, to enter into negotiations with and/or appoint an alternative bidder in the event that the contract with the initially appointed bidder is not concluded, is terminated, is cancelled, or the appointed bidder otherwise becomes incapable of performing the contract.
- 20.5.4 Any negotiations with, or appointment of, an alternative bidder shall be confined to the original scope, specifications and evaluation outcome of this tender and shall not result in any material deviation from the advertised requirements.
- 20.5.5 Failure by a bidder to honour the bid validity undertaking when called upon to do so within the validity period may be addressed in accordance with the DOT's Supply Chain Management Policy, applicable National Treasury prescripts and any other remedies available in law.

21. LATE BIDS

- 21.1 Late submissions will not be accepted.
- 21.2 A submission will be considered late if it arrived one minute after the closing time or any time thereafter.

- 21.3 The bid (tender) box shall be locked exactly at the closing time and bids arriving late will not be accepted under any circumstances.
- 21.4 Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

22. Proprietary Information

- 22.1 The DOT considers this tender and all related information, either written or verbal, which is provided to the bidders, to be proprietary to DOT.
- 22.2 It shall be kept confidential by the bidders and its officers, employees, agents and representatives.
- 22.3 The bidders shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of DOT.

23. DISCLAIMERS

- 23.1 The DOT has produced this document in good faith.
- 23.2 The DOT, its agents, and its employees and associates do not warrant its accuracy or completeness.
- 23.3 To the extent that DOT is permitted by law, DOT will not be liable for any claim whatsoever and how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. DOT makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and DOT shall have no liability towards the responding service providers or any other party in connection therewith.

24. AUTHORISED SIGNATORY

- 24.1 A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- 24.2 A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.
- 24.3 If such a copy of the Resolution does not accompany the bid document of the successful bidder, the DOT reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the DOT, the bid will be disqualified and will not be evaluated.

24.4 If a bidder is a sole proprietor, no such documentation is required, provided that the document was completed and signed by the owner.

25. BIDDER DECLARATION

25.1 The bidder hereby declares the following:

We confirm that _____ (Bidder's Name):

- 25.1.1 Notes the contents of this document;
- 25.1.2 Accept the conditions of this bid;
- 25.1.3 Will act honestly, fairly, and with due skill, care and diligence, in the interests of the DOT;
- 25.1.4 Will employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 25.1.5 Will act with circumspection and treat DOT fairly in a situation of conflicting interests;
- 25.1.6 Will comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 25.1.7 Will make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DOT;
- 25.1.8 Will avoid fraudulent and misleading advertising, canvassing and marketing;
- 25.1.9 Conducts business activities with transparency and consistently uphold the interests and needs of DOT as a client before any other consideration; and
- 25.1.10 Ensures that any information acquired by the bidder(s) from DOT will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature:

_____ Date: _____

Print Name of Signatory: _____ Designation _____

FOR AND ON BEHALF OF

**TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER /CONSULTANT TO RENDER GUARDING SECURITY SERVICES
FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS**

SUPPLIER NAME:

**MANDATORY CHECKLIST B1
MANDATORY REQUIREMENTS AND DISQUALIFICATION: COMPLIANCE**

All service providers must complete the Mandatory Compliance Checklist and include it as part of their proposal submission.

1. Each item must be marked as "Compliant (Yes)" or "Non-Compliant (No)", and accompanied by a reference to the relevant section or page number in the proposal where supporting evidence can be found.
2. Proposals that omit the checklist or fail to provide clear references will be deemed non-responsive and excluded from cost evaluation.
3. Proposals that are deemed Non-Compliant and do not comply with all items listed in this Mandatory Requirement will be disqualified

Category	#	Requirement	Compliant (Yes/No)	Proposal Reference	Notes
Submission & Administrative Compliance	1	Bid submitted on or before the closing date and time	<input type="checkbox"/>		
	2	Correct use of the two-envelope system (Technical and Financial separated, sealed and clearly marked)	<input type="checkbox"/>		
	3	No pricing or financial information included in the Technical Proposal	<input type="checkbox"/>		
	4	All mandatory checklists completed and signed	<input type="checkbox"/>		
Legal & Financial	5	All required SBD forms completed, signed and submitted	<input type="checkbox"/>		
	6	Bidder registered on Central Supplier Database (CSD)	<input type="checkbox"/>		
	7	Tax compliance status verified as compliant on CSD	<input type="checkbox"/>		
	8	Where applicable, all JV/Consortium/Sub-contractors registered on CSD and tax compliant	<input type="checkbox"/>		
Briefing Session	9	Attendance of compulsory briefing session (if applicable)	<input type="checkbox"/>		

Bidder Declaration:
I declare that the information provided above is true and correct.

Bidder Name:	
Authorised Signatory:	
Signature:	
Date:	

RS

ANNEXTURE A

TECHNICAL

PROPOSAL

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOT/02/2026/CS	CLOSING DATE:	19/05/2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER/CONSULTANTS TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NATIONAL DEPARTMENT OF TRANSPORT 159 FORUM BUILDING CORNER BOSMAN AND STRUBEN STREET					
PRIVATE BAG X 193					
PRETORIA 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS L MTHIMUNYE / MS N NYAWO		CONTACT PERSON	Ms R Masilela	
TELEPHONE NUMBER	012 309-3255/3291		TELEPHONE NUMBER	012 309 3767/3580	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MthimunyeL@dot.gov.za/NyawoN@dot.gov.za		E-MAIL ADDRESS	MasilelaR@dot.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
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 <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM					

PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

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

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

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

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

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

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

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

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

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

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

**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

1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

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

b) The **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	80
SPECIFIC GOALS	20
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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80} \left(\mathbf{1 - \frac{Pt - Pmin}{Pmin}} \right) & \mathbf{or} & \mathbf{Ps = 90} \left(\mathbf{1 - \frac{Pt - Pmin}{Pmin}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution)		8		
Women		4		
Youth		4		
People with disabilities		2		
Implementation of RDP goals (The promotion of SMMEs)		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA



DOT/02/2026/CS

THE APPOINTMENT OF A SERVICE PROVIDER/CONSULTANT TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

CONTACT DETAILS

Administrative Contact	Technical Contact
Bidding Office	Project Manager
Name: Ms Nelisiwe Nyawo/Lindiwe Mthimunye	Name: Ms Rose Masilela
Directorate: Supply Chain Management	Directorate: Security Services
Tell: 012 309 3291/3255	Tell: 012 309 3767/3580
E-mail: MkhariT@dot.gov.za/NyawoN@dot.gov.za	E-mail: MasilelaR@dot.gov.za

TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER /CONSULTANT TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA



TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER /CONSULTANT TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

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TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER /CONSULTANT TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

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transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA



TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER /CONSULTANT TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

1 BACKGROUND

- 1.1 The Directorate: Security Services is responsible for providing security services throughout the Department of Transport. The Directorate requires the services of a security service provider with a reputable track record to provide security personnel to render guarding security services.
- 1.2 The objective of this Bid is to appoint a suitable Bidder(s) within the security industry who will, amongst others:
- 1.3 Be registered as a security service provider with the Private Security Industry Regulatory Authority (PSIRA);
- 1.4 Deliver a quality and professional security service.
- 1.5 Provide back-up service/s in cases of emergency, without deviation from the awarded Service Level Agreement.
- 1.6 Provide properly trained and registered physical security officers as per the PSIRA requirements.
- 1.7 Provide honest and properly screened security officers who are physically fit.
- 1.8 Professionally provide security services to the Department of Transport events against approved divisional budgets (as and when) required.
- 1.9 Assume full liability for direct damages, as well as indirect / consequential / special damages incurred by Department of Transport due to the malicious, intentional, fraudulent, reckless or grossly negligent acts or a breach of the confidentiality provisions of the Service Level Agreement (SLA) by the contracted Bidder(s).

2 SCOPE OF WORK

2.1 GOAL

- 2.1.1 The service provider shall supply unarmed security officers and supervisors to render guarding security services on a 24/7 basis at the DOT Forum Building for a fixed term of thirty-six (36) months. A detailed scope of work (Schedule of Security Services and minimum requirements) is attached as Annexure A.
- 2.1.2 The TOR, Annexure A, the Mandatory Checklists and the signed SLA constitute the contract in its entirety. In case of conflict, the Rules of Bidding and the signed SLA shall prevail.

2.2 OBJECTIVES (SERVICES)

Successful bidder(s) will be required to provide the following services in a diligent manner:

- 2.2.1 Provide access control, on-site patrolling, and protection of DOT premises during day, night, weekends and public holidays.
- 2.2.2 Conduct patrols for specified events as and when required.
- 2.2.3 Effectively respond to emergencies and ensure the recording, investigation and reporting of security breaches and incidents, including recommendations for corrective actions within prescribed timeframes.
- 2.2.4 Detect and respond to security breaches and incidents.
- 2.2.5 Provide daily, weekly, and monthly reporting outlining occurrences, security breaches, safety emergencies, incidents and emergencies. The monthly report must be submitted to the DOT's Project Manager or delegated official.
- 2.2.6 Conduct personnel, event, and site risk assessments, both proactively and reactively, in line with DOT operational requirements as and when required, and submit outcomes to the DOT's Project Manager
- 2.2.7 Specified events (special security services): When DOT requests special security services, DOT will state in writing the number and grading of officers required. The service provider shall comply within twenty-four (24) hours of receipt of the request, or within a shorter period as agreed in writing. All terms and conditions of the SLA shall apply to the performance of such services.
- 2.2.8 The DOT requires PSIRA Grade B supervisors and PSIRA Grade C security officers, including relievers for Grade C.
- 2.2.9 All officials must be trained to operate X-ray image interpretation/screener certified.

2.2.10 Supervisors should be trained and certified in securing and handling of firearms.

2.3 SERVICE COVERAGE HOURS

2.3.1 The services must be provided 24 hours per day, 7 days per week and 365 days per year, including weekends and public holidays.

2.4 TEAM COMPOSITION AND MINIMUM DEPLOYMENT

2.4.1 The DOT requires PSIRA Grade B supervisors and PSIRA Grade C security officers (and relievers) as per the deployment tables below.

2.4.2 The quantities are minimum requirements. DOT may vary the number of posts/personnel based on operational needs and risk, subject to written change control in the SLA.

2.4.3 The bidder must submit a draft deployment plan (rosters, relief arrangements, supervision coverage and escalation contacts).

2.4.4 **Table 1: Security Officers for Dayshift - excluding Weekends and Public Holidays**

DAYSHIFT					
(Five Days a Week – excluding Public Holidays and Weekends)					
Area of Responsibility (Post)	Quantity			PSIRA Grade	Number of days
	Male	Female	Total		
Shift Supervisor	1	0	1	B	Five (Monday to Friday)
Parking entrance gate	2	0	2	C	Five (Monday to Friday)
Basement exit gate	1	1	2	C	Five (Monday to Friday)
Reception West Wing	1	1	2	C	Five (Monday to Friday)
Reception East Wing	1	1	2	C	Five (Monday to Friday)
Total	9				

2.4.5 Table 2: Security Officers for Dayshift - including Weekends and Public Holidays

DAYSHIFT					
(Monday to Sunday – including Public Holidays and Weekends)					
Area of Responsibility (Post)	Quantity			PSIRA Grade	Number of days
	Male	Female	Total		
Paul Kruger parking area	2	0	2	C	(Monday to Sunday)
NPTR entrance point	1	1	2	C	(Monday to Sunday)
Outside building parking and roving patrol	3	0	3	C	(Monday to Sunday)
Total				7 (One security officer to act as a Supervisor during weekends and public holidays)	

2.4.6 Table 3: Security Officers for Nightshift - including Weekends and Public Holidays

NIGHT SHIFT					
(Seven Days a Week – including Public Holidays and Weekends)					
Area of Responsibility (Post)	Quantity			PSIRA Grade	Number of days
	Male	Female	Total		
Shift Supervisor	Yes	No	1	B	Seven (Monday to Sunday)
Parking entrance gate (perimeter protection)	2	1	3	C	Seven (Monday to Sunday)
Basement exit gate (perimeter protection)	2	0	2	C	Seven (Monday to Sunday)
Bosman Street exterior Perimeter Protection	2	0	2	C	Seven (Monday to Sunday)
Struben Street Exterior Perimeter Protection	2	0	2	C	Seven (Monday to Sunday)
Total				10	

2.5 SECURITY EQUIPMENT, UNIFORM AND AIDS (MINIMUM)

2.5.1 The service provider must provide and maintain, as a minimum (Annexure A may expand this list):

ITEM	QUANTITY
Base station radio	1
Hand-held two-way radios and chargers	12
Occurrence Book	1 (replenish once written in full)
Pocket books	All security officer (replenish once written in full)
Set of hand cuffs	1 per security officer
Baton stick	1 per security officer
Portable hand-held metal detectors with chargers	4
Pepper Spray and/or Tasers	1 per security officer
Torches	4
Electronic Guard Monitoring System	12 Clocking Points
Uniform	Formal
Cell phone	Each supervisor
Noise cancelling headphones	1 per security officer
Compliance to Regulation 176(7) of the National Road Traffic Regulations of South Africa	(a) Registered Private security vehicles to be fitted with white lens bar and display "SECURITY" alongside the company name. (b) The vehicle must be owned by a registered security business and driven by a registered security officer while performing official duties.

2.5.2 Equipment must be functional and properly maintained. Equipment failures affecting service delivery will be managed in terms of the SLA and may trigger service credits/penalties.

2.6 REPORTING DELIVERABLES

- 2.6.1 The service provider must provide daily, weekly and monthly reports on occurrences, incidents, security breaches, emergencies and corrective actions in accordance with DOT templates where provided.
- 2.6.2 The monthly report must be submitted by the 5th working day of each month (or as otherwise agreed in writing), to the DOT Project Manager or delegated official.
- 2.6.3 As a minimum, the monthly report must cover: post coverage; incidents/risks identified; corrective actions; supervisory inspections; absenteeism and relief deployment; misconduct cases; personnel changes; and recommendations.
- 2.6.4 Incident reporting deliverable: A preliminary incident report must be submitted within four (4) hours of the incident.

3 OPERATIONAL PERSONNEL AND SITE COMPLIANCE REQUIREMENTS

3.1 MANAGEMENT, SUPERVISION AND MEETINGS

- 3.1.1 The service provider must appoint a Contract Manager (non-exclusive) and provide shift supervision at all times.
- 3.1.2 Supervisors must ensure proper shift handovers, adherence to site instructions, and immediate escalation of risks/incidents to DOT.
- 3.1.3 The DOT and the service provider shall meet at least once per month for operational matters and performance review.
- 3.1.4 The DOT may convene ad hoc meetings at its discretion.
- 3.1.5 The DOT and the service provider shall meet at least once every quarter to review overall performance of services and service improvements.

3.2 PERSONNEL REQUIREMENTS, IDENTIFICATION, ROTATION, SCREENING AND DOCUMENTATION

3.2.1 Minimum personnel requirements: Every officer and supervisor deployed must:

- a. be registered with PSIRA and hold the required grade;
- b. have no criminal record and pass DOT security screening;
- c. be fit for purpose (annual medical/fitness proof required);

- d. comply with confidentiality, site instructions and SOPs;
- e. be available for duty in accordance with shift rosters and relief arrangements;
- f. be qualified/certified in X-ray screening.

3.2.2 Identification cards:

- a. The service provider must issue an Identification Card to each Security Officer deployed at DOT, containing as a minimum the name, surname and PSIRA registration number relevant to the security officer.
- b. The card must at all times be displayed when employees are on duty.

3.2.3 Rotation:

- a. The service provider must ensure that security officers deployed at DOT sites are rotated on an annual basis or as and when requested by DOT based on identified security risk.

3.2.4 Mandatory Personnel Proof Pack (certified copies not older than six (6) months):

- a. Before deployment, the service provider must submit a Proof Pack for each person for DOT approval and screening.
- b. All certified copies must be certified within the last six (6) months (unless stated otherwise) and must be clearly legible.
- c. The Proof Pack must include at minimum:
 - i. RSA ID copy (certified \leq 6 months);
 - ii. Grade 12/Matric copy (certified \leq 6 months);
 - iii. PSIRA certificate/card (certified \leq 6 months) reflecting the required grade;
 - iv. SAPS clearance certificate not older than three (3) months;
 - v. annual medical/fitness proof (\leq 12 months);
 - vi. signed confidentiality and site rules acknowledgement (DOT template).

3. INTERPRETATION

3.1 The headings to the clauses are inserted for purposes of convenience and reference only and shall not be used in the interpretation of nor to modify or amplify the terms of this agreement or any clause;

In this agreement unless the context otherwise requires:

3.2 the singular shall import and include the plural and vice versa;

3.3 words indicating one gender shall import and include other gender;

3.4 words indicating natural persons shall import and include juristic persons;

3.5 "**Lost articles**" means articles found at the site, for which ownership cannot be established immediately.

3.6 "**Security coverage tolerance**" means the degree, frequency and extent of security coverage required by Department of Transport in certain section/s of the site.

4. DURATION

4.1 Notwithstanding the date of signature hereof, the Agreement shall commence on

5. SERVICE

5.1 The service provider undertakes to render a continuous, 24(twenty-four) hour coverage per day and 7(seven) days per week security service at the above-mentioned site with the attached special conditions and site service level agreement marked annexure "**A**".

5.2 The above services shall include the following:

5.2.1 The protection of Department of Transport property, against theft and vandalism, at the site.

5.2.2 The protection of Department of Transport officials and visitors against injuries, death or any offence, including offences referred to in schedule 1 of the Criminal Procedure Act 1977 (Act 51 of 1977); and

5.2.3 The protection of public premises, vehicles and the protection of people therein in terms of the Control of Access to Public Premises and Vehicles Act 1985 (Act 53 of 1985).

6. PROVISION OF SERVICES

6.1 The service provider shall render the services as set out in annexure "A" to this Agreement.

6.2 The security personnel provided by the service provider shall be trained and qualified to perform their services to a level of professional efficiency required and approved by the Private Security Industry Regulatory Authority.

6.3 The service provider shall ensure that its security officers are paid their salaries on time to avoid disruption of service.

7. PAYMENTS OF SALARIES BY SERVICE PROVIDER

7.1 The service provider undertakes that it shall not in any way or whatsoever delay the payment of salaries of the security personnel rendering services in the intended premises on grounds that the contract funds transfer is delayed.

7.2 The DOT reserves the right to seek from the service provider proof of payment to the security personnel, and failure to pay the security personnel on time or at all would amount to a breach of contract, and the provisions of clause seven (7) would apply.

7.3 The service provider shall ensure that all amounts deducted from the salaries of the employees, which includes *inter alia*, provident fund deductions and tax deductions, shall be paid over to the relevant institutions. Failure to ensure the above will be considered as constituting a breach on the part of the service provider and the Department will be entitled to exercise its rights of termination or cancellation as a result thereof.

8. PRO-RATA DECREASE OF PAYMENT

8.1 Should the service provider fail to provide the required number of personnel, DOT reserves the right to adjust payment pro-rata in respect of under postings and/or services not rendered efficiently by the service provider. The service provider will be notified and this adjustment will be made at the end of each month following in which under postings or services not rendered, have occurred.

9. DECREASE AND INCREASE OF SECURITY OFFICERS REQUIRED

9.1 Department of Transport shall inform the service provider to increase or decrease the number of personnel and/or equipment should the situation require.

9.2 In the event of the above taking place, Department of Transport shall ensure that payment to the service provider is adjusted accordingly.

10. LABOUR UNREST INCIDENTS

10.1 When the service is interrupted or temporarily deferred because of labour unrest, labour disputes, civilian disorder, a national or local disaster or any other cause beyond the control of the service provider, the parties must come to an agreement on methods to ensure continuation of the services;

10.2 DOT shall not be bound to pay for the non-postings of personnel.

10.3 DOT reserves the right to terminate the contract where the security personnel of the service provider interrupt the services because of labour unrest or labour dispute.

11. EXERCISING OF CONTROL OVER THE SERVICE

Supervisory/ managerial staff of the service provider must inspect the security officers at least twice a day i.e. one inspection during day and one during nightshift, and such inspection should be recorded in the Occurrence Book. The following further conditions will also be applicable:

11.1 DOT reserves the right to monitor the service rendered by the service provider at any time, in order to ensure that the services are rendered in accordance with the conditions of the contract and the site needs as stated in annexure "A" of this agreement.

11.2 DOT representatives will monitor daily whether sufficient personnel are available at the site in terms of the Agreement.

11.3 Security officer's attendance shall be entered in the occurrence book indicating their signing in and out.

11.4 All personnel shortages shall also be noted down in the occurrence book.

12. DUTIES OF SERVICE PROVIDER

12.1 The services rendered by the security personnel of the service provider shall be rendered under competent and adequate supervision provided by the Service provider;

12.2 The service provider shall provide proper identification for all security personnel provided in terms of this Agreement;

12.3 Identification for purposes of this Agreement shall constitute;

12.3.1 A standard uniform with reflection indicating the name of the service provider;

12.3.2 An identity card with details of the security officers shall be worn.

12.4 The service provider warrants and guarantees that:

12.4.1 The service shall be rendered and executed in a Professional manner in accordance with the job description, as mentioned in annexure "A" hereinafter annexed hereto.

12.4.2 The security personnel shall have the expertise and experience to execute their functions properly.

12.5. The service provider undertakes that:

12.5.1 It shall conform to and comply with all statutory provisions, regulation and by laws relating to his business, services and /or security personnel;

12.5.2 It shall be responsible for the payment of, salaries and any other moneys payable to his security personnel in accordance with the legislation applicable to the security industry;

12.5.3 It shall be responsible for the payment of, inter alia, taxes, levies and other monies levied under law for example any local authority;

12.5.4 Should any one of the service provider's security officers for any reason whatsoever be found incompetent in the rendering of the security services the service provider shall forthwith remove such security officer and replace such member within a period of 12 hours after receipt of a written notice / requests from the DOT who will provide reasons for such request;

12.5.5 It shall ensure that all his security officers perform whatever functions the DOT or his authorized representatives may from time to time choose to task them with;

12.5.6 Ensure that his security officers are having a minimum qualification of Grade 12, PSIRA registered with relevant grades, well spoken, and polite and are neatly and properly dressed at all times whilst on duty;

12.5.7 Adhere to and apply proper, acceptable industrial relations and collective bargaining procedures and agreements in his dealings with his security officers;

12.5.8 It shall hold insurance cover in respect of public liability, defamation and wrongful arrest and assault in amounts, which are acceptable to the DOT and exhibit to the DOT on request, copies of the relevant insurance policies and proof that the policies are current, paid up and in force;

12.5.9 It shall ensure that his security officers shall also, at all times comply with all laws, including but not limited to those dealing with the conditions of work of his employees, the safety of the services and the health and safety of all persons on the premises;

12.5.10 It is familiar with all the relevant sections of the Occupational Health and Safety Act, 85 of 1993 as amended and the regulations promulgated in terms of the Act and that he has taken and will continue to take all steps necessary to comply with the Act and ensure that his security officers comply with the Act and the regulations; and

12.5.11 It shall comply with and ensure that his security officers comply with all safety rules and policies stipulated by the DOT from time to time.

12.6 The service provider shall forthwith inform to the DOT of the existence of any hazard or potentially dangerous situations on the premises where the services are rendered as soon as his security personnel become aware thereof.

12.7 The parties place on record that the DOT shall at all times be entitled to monitor the service provider's services without prior notice or to have them thus monitored.

13. GENERAL

13.1 Neither party shall sub-contract the Agreement or any part thereof nor enter into any sub-contract of whatever nature for the execution of the above-mentioned services.

13.2 No amendment to, variation to or addition to or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by both parties.

13.3 No extension of time, waiver, indulgence, release from liability, compromise or other arrangement granted or allowed by either party shall constitute a waiver or novation of or in any other way prejudice such party's right in terms thereof.

13.4 The service provider's personnel must at all times ensure that no littering is taking place at their area of responsibility.

13.5 The service provider may not, unless specified, make use of any of the DOT's equipment, aids and /or property, for the purpose of compliance with the conditions of contract, which equipment, aids and /or property include among others vehicles, stationery, firearms, rooms furniture, equipment and etc.

13.6 Under no circumstance shall the security personnel be allowed to carry on any trading on site.

13.7 The service provider shall not erect or display any sign, printed matter, nameplates, advertisement, article or object of any nature whatsoever, in, or outside the DOT's building on the site of the contract or any periphery without written consent.

14. LIABILITY AND INDEMNITY

14.1 DOT shall not be liable for loss or damage to the Service provider's property or items kept at DOT's site, in cases where the loss originated as a result of negligence or intent on part of the DOT.

14.2 DOT is indemnified against liability arising from the following:

14.2.1 Loss of life or injuries sustained by the security personnel during the execution of their duties;

14.2.2 Damage to or destruction of any equipment or property of the DOT during the execution of their duties; and

14.2.3 Any claim that arises from acts or omissions committed by the security personnel which acts include unlawful risking, unlawful arrests and other unlawful and wrongful acts.

15. INSURANCE

15.1 The service provider must, at his own expense, take out sufficient insurance against any claim, costs and /or damage ensuing from his obligations and shall ensure that the such insurance remain operative for the duration of this agreement.

15.2 A copy of such insurance contract must be handed to the representative of the DOT on the commencement of service.

15.3 Evidence that such insurance premiums have been paid shall be furnished upon commencement of the contract, and thereafter upon request by the DOT.

16. CONFIDENTIALITY

16.1 The parties undertake, during the existence of this Agreement and after its termination, not to disclose in any manner whatsoever any information gathered, or obtained by virtue of involvement in work performed under the Agreement, except in fulfilment of such party's obligations under the Agreement.

16.2 All information gathered, obtained or known by virtue of involvement in work performed under the Agreement shall be deemed to be of commercial value and the parties and persons under their control shall exercise due care and diligence in managing such information.

16.3 Any disclosure of information contrary to the terms of the Agreement may result in termination of the Agreement, forfeiture of the remaining payable amount under the Agreement, or the institution of legal proceedings.

16.4 The parties accept responsibility for any person under their control in the event of such unauthorized disclosure.

16.5 The service provider shall not retain any information and data received as a result of its involvement in this Agreement. All information and data shall be returned to the DOT at the termination of his Agreement.

17. PENALTIES

17.1 Should the supplier fail to perform the services in terms of annexure "A" within the period(s) specified in the contract, the Department 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 unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Department may also consider termination of the contract pursuant.

18. DOMICILIUM CITANDI ET EXECUTANDI

18.1 The parties choose as their *domicilia citandi et executandi*, for all purposes under this Agreement, whether in respect of court process, notices or other documents of whatsoever nature, the addresses set out below:

18.1.1 Department of Transport

Forum Building

Cnr Struben & Bosman Street

Pretoria

18.1.2 Eldna Security Services cc

437 Karl Kling Building

262 Madiba Street

Tshwane

0001

18.2 Any notice, acceptance, demand or other communication given in terms of this Agreement shall be in writing.

18.3 Any party may by notice to the other party change its *domicilium citandi et executandi* to another physical address (not a Post Office Box) in the Republic of South Africa, provided that the change shall become effective on the 7th business day from the deemed receipt of the notice by the other parties, as per Clause 16.4 below.

18.4 Any notice, acceptance, demand or other communication in terms this Agreement which is delivered to the *domicilia citandi et executandi* of the party to whom it is addressed shall be deemed to have been received on date of delivery. If sent by or by prepaid registered post, it shall be deemed to have been received on the 14 (fourteenth) day after posting, unless the contrary is proved.

19. GOVERNING LAW

19.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. In the event of any dispute or difference arising between the Parties hereto relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, the Parties shall forthwith meet to attempt to settle such dispute or difference, and failing such settlement within 14 (fourteen) days, the said dispute or difference may be submitted to arbitration in Pretoria in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.

19.2 Notwithstanding anything to the contrary anywhere else in this Agreement, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of appropriate proceedings for the enforcement of any rights under this Agreement.

19.3 The Parties undertake to keep the arbitration, including the subject matter of arbitration and evidence heard during arbitration, confidential and not to disclose it to anyone.

19.4 The decision of the arbitrator shall, in the absence of manifest error, be final and binding on the parties to the arbitration and may be made an order of court at the instance of any party to the arbitration.

20. EXCLUSION OF SECTION 197 OF THE LABOUR RELATIONS ACT

The Parties hereby agree and State that the operations of section 197 of the Labour Relations Act, 66 of 1995 are specifically excluded in this contract and shall not apply thereto.

THUS DONE AND SINED AT PRETORIA ON THIS 30TH DAY OF **SEPTEMBER 2020. ADVOCATE ADAM MASOMBUKA – ACTING CHIEF OPERATING OFFICER**

FOR AND ON BEHALF OF DEPARTMENT OF TRANSPORT DULY
AUTHORISED/DELEGATED

DEPARTMENT OF TRANSPORT

Forum Building

CNR STRUBEN & BOSMAN STREET

PRETORIA

0001

WITNESS1	WITNESS2
Full Names	Full Names
Signature	Signature
Date	Date
Contact	Contact
Details	Details

THUS DONE AND SIGNED AT PRETORIA ON THIS 30TH DAY OF
SEPTEMBER 2020.

MR TEBATSO B AGYEMANG - DIRECTOR

FOR AND ON BEHALF OF **ELDNA SECURITY SERVICES**

WITNESS1	WITNESS2
Full Names Signature Date Contact Details	Full Names Signature Date Contact Details

ANNEXURE "A"

1. Site:

- 1.1 The service provider undertakes to satisfy the following requirements of this site:
- 1.2 The day and night shift security coverage require 12 (twelve) hand – held radio and 1 (one) base radio for communication purposes;
- 1.3 The number of security guards to be provided per shift as stipulated in the TOR document.

2. SPECIAL CONDITIONS OF CONTRACT AND SITE SPECIFICATIONS

- 2.1 The norm /quality of the security service to be rendered, must be in accordance with the acceptable standard of the trade concerned.
 - 2.1.1 All possible steps must be taken by the Service provider to ensure that the correct intended execution of this Agreement will take place. These steps include, inter alia, the following:
- 2.2 The protection of State property at the intended site and the protection of the said property against theft and vandalism.
- 2.3 The protection of the State's officials against injuries, death or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1997).

3 PERSONNEL

The service provider must provide the security personnel required for the successful rendering of the service, as follows:

- 3.1 Security officers Grade C are the persons who shall execute the physical Security service access control and patrols);
- 3.2 First- level security supervisors (Security Officers Grade B) are the persons who exercise direct supervision and control over the Security Officers and who shall be present on the site at all times; and
- 3.3 It is the responsibility of the service provider to see to it that the security personnel in his service and especially those employed for the rendering of this service, meet the following requirements at all time:

3.4 SUPERVISORS (GRADE B)

- 3.4.1 Supervisors must be schooled to at least until Standard Ten (Grade 12) level;
- 3.4.2 Supervisors must have a good grounding in their post descriptions and duties;
- 3.4.3 Supervisors must at all times be capable of leading/ controlling and supervising their subordinates; and
- 3.4.4 Supervisors must be able to communicate, read, and write in English.

3.5 SECURITY OFFICERS (GRADE C)

- 3.5.1 Security officers must be schooled to at least until Standard Ten (Grade 12) level;
- 3.5.2 Security must be able to communicate, read and write in English; and
- 3.5.3 Security officers may not be younger than 18 years of age.

3.6 GENERAL (SUPERVISORS AND SECURITY OFFICERS)

- 3.6.1 Supervisors and security officers must have undergone and passed formal security training;
- 3.6.2 They must present an acceptable image / appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat and drink while attending to people;
- 3.6.3 They must at all time present a dedicated attitude / approach to security, which attitude / approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors / staff or discourteous behaviour towards them;
- 3.6.4 They must be physically healthy and medically fit for the execution of their duties;
- 3.6.5 They must be registered as security officers, as prescribed by Private Security Industry Regulation Act 2001 (Act no 56 of 2001);
- 3.6.6 They must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the State;

3.6.7 They are prohibited from reading documents on records in offices or unnecessary handling thereof;

3.6.8 No information concerning State activities may be furnished to the public or news media by the service provider and his employees; and

3.6.9 Department of Transport reserves the right to ascertain from the Private Security Industrial Regulatory Authority whether the security personnel in service of the contractor, are registered in terms of the Private Security Industry Regulation Act 2001 (Act no 56 of 2001).

4 The Service provider undertakes to ensure that each member of his security personnel, will at all times when on duty, be fully equipped in respect of:

4.1 A uniform, neat and clearly identifiable of the company, which uniform will include matching raincoats and overcoats.

4.2 A clear identification card of the company with the member's photo, identification and PSIRA Registration numbers on it, worn conspicuously in his person at all time

ALTERNATIVELY: A clear identification card of the company with the member's identity documents, worn on his person at all times.

4.3 Service aids (to be worn on the person in full uniform at all times during guard duty) such as:

- Baton
- Handcuffs
- Whistle
- Pocket book (Note book)
- Pen
- Torch (at night and where applicable)
- Radio (where applicable)
- Firearm (where applicable)

5. APPROPRIATE DOCUMENTS

At his headquarters the service provider must keep available for inspection by representatives of the State, proper staff files as well as all appropriate documents of all security personnel in his service who are employed for the rendering of the service to Department of Transport by the Contractor. The appropriate documents shall include, inter alia, the following:

- 5.1 Scholastic certificates (highest standard obtained);
- 5.2 Registration certificates from Private Security Industrial Regulatory Authority;
- 5.3 Training certificates of successfully completed security courses as prescribed by Private Security Industrial Regulatory Authority;
- 5.4 Medical and Other relevant certificates; and
- 5.5 Monthly Proof of wages received by employees.

6 SECURITY AIDS

The Service provider must ensure that the following security aids are available at the site where he renders a security service in terms of this contract:

- Occurrence book and Access control registers or forms,
- Notebook (one per security official on duty)
- Duty list
- Duty sheet
- Two- way radios - where applicable
- Clock points

7 OCCURRENCE BOOK

PURPOSE

The purpose of the occurrence book is to give an overall picture of activities, inspections by Supervisors, patrols by security officers and other occurrences at the site.

7.1 COMPULSORY OCCURRENCE BOOK ENTRIES

The security personnel on duty shall make the following entries in the occurrence book:

- 7.1.1 All listed routine procedures such as patrols undertaken, handing-over of shift, etc. Mentioning the procedures followed, by whom and the time of commencement. These entries must be made clearly legible, in blue/black ink;
- 7.1.2 All occurrences, however important, slight or unusual with reference to the correct time and relevant action taken;
- 7.1.3 All security personnel activities especially deviations in respect of the duty list indicating particulars of the personnel and relevant times;
- 7.1.4 The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign entries;
- 7.1.5 Occurrence book read: after the taking over of shift, the first-level Supervisor must make an entry declaring that he has read the occurrence book in order to acquaint himself with events that occurred during the previous shift;
- 7.1.6 All visits by Second-level Supervisors and top management. These entries must be done in red ink; and
- 7.1.7 Officials of the State shall pass on in writing, all additional requests in respect of the rendering of the service.

NOTE: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialled on the side and no pages should be removed from the book.

7.2 STORAGE OF OCCURRENCE BOOK

The service provider shall store the fully entries of occurrence books for a period of 24 (twenty-four) months

8 ACCESS CONTROL REGISTERS OR FORMS

PURPOSE

The purpose of the access control register or forms is to have information available at all times regarding persons and vehicles admitted to the site within a specific period, in case occurrences should take place which might lead to a judicial enquiry.

8.1 PEDESTRIAN REGISTER / PEDESTRIAN ACCESS CONTROL FORMS

8.1.1 This register / forms must be completed correctly and legibly by the Security Officers on duty and shall make provision for the following:

- Date of visit
- Admission and exit time of visit to and the site
- Surname and initials of the visitor
- Home or work address of the visitor
- Official identity / passport number of visitors
- Name of person to be visited
- Purpose of visit
- Brand, calibre and serial number of firearms in visitor's possession (if any, and fire arms must be deposited into the safe provided)
- Signature of visitor

8.2 VEHICLE REGISTER / VEHICLE FORMS (VISITORS)

8.2.1 The register / forms must be completed correctly and legibly by the Security Officer on duty and shall make provision for the following:

- Date of visit
- Admission and exit time of visitor to and from the site
- Surname and initials of driver
- Home or work address of the driver
- Registration number of the vehicle
- Name of person to be visited
- Purpose of visit
- Brand, caliber and serial number of the firearm in visitor's possession (if any)
- Signature of driver

8.3 STORAGE OF PEDESTRIAN AND VEHICLE REGISTER AND FORMS

The service provider must store the fully entered pedestrian and vehicle registers and forms for a period of twenty-four (24 months).

9 NOTEBOOK

PURPOSE

The purpose of the notebook is to note down all incidents occurring or observations made by a Security Guard / Officer during a turn of duty, for later reference.

9.1 REQUIREMENT

During their turns of duty all security personnel shall wear a note on their persons

The following information must be noted down in the notebooks:

9.1.1 All occurrence / events, however important, slight or unusual, referring to the following:

9.1.1.1 reporting on and off duty;

9.1.1.2 time of occurrence or event;

9.1.1.3 extent of occurrence or event;

9.1.1.4 follow up actions taken in respect of the occurrence.

9.2 COPYING INTO OCCURRENCE BOOK

All relevant information noted down in the notebook shall immediately or directly after return from a patrol, be copied into the occurrence book.

9.3 STORAGE NOTEBOOKS

The service provider shall store the fully entered notebook for a period of five (5 months).

10 DUTY LIST

PURPOSE

The purpose of the duty list is to serve as proof, at all reasonable times that all personnel who should be on duty per shift, are indeed on duty.

10.1 DRAWING UP A DUTY LIST

Daily, weekly or monthly duty list of all security personnel on duty shall be drawn up by the service provider and kept in the security control room of on site where – such service is rendered.

10.2 CHANGES TO THE DUTY LIST

Any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book.

11 DUTY SHEET

PURPOSE

The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for this contract.

11.1 The service provider must have available at the site a fully expounded Standard Operating Procedure.

12 TWO-WAY RADIOS

PURPOSE

The purpose of radio communication is the establishment of immediate communication between the different duty points and control on the site, as between control on the site and control at the Contractor's headquarters.

12.1 BASE RADIO

See site specification for more particulars.

12.2 HAND-CARRIED RADIOS

The Contractor must at all times provide serviceable hand-carried in a good working condition.

13 CONTACTS BETWEEN SUPERVISOR AND REPRESENTATIVE OF DEPARTMENT OF TRANSPORT.

The First or Second-level Security Supervisor shall make daily contact with Department of Transport representative at the site in order to verify and handle mutual complaints, problems, bottlenecks and requests concerning the rendering of service. At least once a month, formal discussions between the Service Provider's senior management representative and the Departmental representative must be held and minutes taken, which must be kept by the Departmental representative.

14 No security personnel are allowed to do continuous duty for longer than what the basic conditions of employment Act permits, which is one shift of twelve hours.

15 LOST ARTICLES

15.1 All lost articles handed in at the control room shall be recorded in the occurrence book, after which they must be handed to the Departmental representative immediately or if during night shift as soon as possible

16 DELIVERIES

No deliveries by any person will be received by security officers of the service provider. Department of Transport representative shall make necessary arrangements.

17 LIABILITY

In the event DOT suffer damages or loss of assets entrusted to it as a result of theft or vandalism under the watch of the service provider's security guards, the service provider will be liable for the damages thereof. DOT will after the investigation and assessment of the damages it suffered require the service provider to compensate DOT the amount it suffered within thirty (30) days of the notice thereof. Failure to pay the Department within 30 days DOT will deduct the amount incurred from the monthly due to the service provider.

DOT will after the investigation and assessment thereof and before penalising the service provider require the services provider to furnish the Department with reasons in writing why they should not be held responsible and penalised.

18. TRANSFERABILITY OF THE AGREEMENT

Should the Department relocate office during the course of the contract, this Agreement may be transferable to a new site, subject to consultation with the relevant service provider

3.2.5 DOT security screening:

- a. The DOT will conduct security screening on the successful service provider prior to award. A negative screening outcome may result in disqualification and/or cancellation of the award.

3.2.6 Document validity tracking (enhancement):

- a. The service provider must maintain a register of all personnel documentation expiry dates (including PSIRA renewals, SAPS clearance dates, and certification dates) and submit the register to DOT upon request.

3.3 MEDICAL / FITNESS REQUIREMENTS

- 3.3.1 Security officers must undergo medical and physical fitness examinations at least once per year and submit proof of such to the DOT Project Manager and/or delegate.

3.4 UNIFORMS (CORPORATE WEAR)

- 3.4.1 Security officers must wear a uniform at all times whilst performing the services at DOT premises and/or events.

- 3.4.2 The service provider must issue sufficient uniforms (a minimum of 3 sets per posting/duty roster) to ensure officers are presentable at all times, without recovering uniform costs from officers, and must include winter uniform and other required uniform items.

- 3.4.3 Uniforms must be clean and worn properly at all times

3.5 TRAINING

- 3.5.1 The service provider must provide ongoing on job training and refresher training as set out in the operational plan and as required by DOT site instructions.

3.6 ACTS THAT ARE PROHIBITED WHILST ON DUTY

The following acts are prohibited and constitute misconduct:

- 3.6.1 Consume alcohol, take illegal drugs, or possess such substances whilst on duty.
- 3.6.2 Report for duty whilst under the influence of any intoxicating substance
- 3.6.3 Sleep whilst on duty.

- 3.6.4 Leave a post unattended without the supervisor's permission.
- 3.6.5 Fight on site and argue without reason in view of DOT employees or visitors.
- 3.6.6 Be dishonest at any time during the contract term
- 3.6.7 Aid and/or abet in the commission of a Security Incident
- 3.6.8 Use or remove DOT equipment/property without permission.
- 3.6.9 Use unauthorized personal electronic devices (cell phones, tablets, etc.) or illegal electronic connections whilst attending to stakeholders.
- 3.6.10 Allow access to DOT premises without authority.
- 3.6.11 Consume food at allocated posts whilst on duty (except authorized meal relief).

3.7 SUCCESSFUL BIDDER(S)' GENERAL OBLIGATIONS AND INCIDENT REPORTING

- 3.7.1 Ensure all incidents, security breaches and emergencies are reported immediately and recorded in the Occurrence Book.
- 3.7.2 Prepare and submit a preliminary incident report within four (4) hours after every incident for DOT's perusal.
- 3.7.3 The incident report must contain the following information:
 - a. Date and time of incident;
 - b. Details of the security officer on duty and parties involved (where applicable);
 - c. Address of DOT premises and/or event where the incident occurred;
 - d. Nature of incident/security breach/emergency;
 - e. Incident reference number;
 - f. Immediate actions taken and recommendations.

3.8 PROJECT PLAN / OPERATIONAL PLAN (BID SUBMISSION REQUIREMENT)

The bidder must submit a Comprehensive Operational Plan that clearly spells out the following:

- 3.8.1 Operational team structure, roles and interaction with DOT.
- 3.8.2 Supervision and quality control measures.

3.8. Monitoring and evaluation methods for guarding services (including guard monitoring system use).

3.8.4 Misconduct and disciplinary procedures.

3.8.5 Copies of site instructions and post orders to be complied with whilst on duty.

3.8.6 Refresher training schedule and intervals.

3.8.7 Replacement labour / continuity plan for labour unrest, protests or disruptions.

3.8.8 Monthly reporting template aligned to this TOR and SLA.

3.8.9 Ongoing screening approach and document validity tracking of supplied officers.

3.9 PARTLY COVERED OR UNCOVERED SHIFTS

3.9.1 Officers must report for duty on time. Late coming constitutes a partly covered/uncovered shift as defined in the SLA.

3.9.2 Whenever an officer is late or absent, the incident must immediately be reported to the DOT and a reliever must be deployed within one (1) hour.

3.9.3 Relief staff must meet the same grade and Proof Pack requirements and must be inducted before taking post; induction must be recorded and signed.

3.9.4 The reliever must be of the same quality and grading level as the absent officer.

3.9.5 Relievers may not be deployed where fatigue is likely (e.g., immediately after performing services elsewhere).

3.9.6 Definitions: "Uncovered post" means any period where a required post is unattended. "Partly covered post/shift" means late arrival or reduced staffing that impacts required coverage.

3.10 COMMUNICATION

3.10.1 The shift supervisor must have a cellular phone with data/airtime (minimum one (1) per site) and be always fully functional strictly for communication (not for personal use whilst on duty).

3.10.2 The service provider must ensure effective communication between security officers and DOT at all times.

3.10.3 Communication mechanisms and escalation contacts must be submitted to DOT before commencement of the contract.

3.11 ACCESS CONTROL / IDENTIFICATION AND CONFIDENTIALITY

- 3.11.1 The service provider must supply identity tags/cards containing: Name of Firm; Name of Employee; ID photo; PSIRA number.
- 3.11.2 Identification must at all times be displayed when employees are on duty.
- 3.11.3 The service provider and its employees must not hinder the normal functioning of DOT.
- 3.11.4 No information pertaining to DOT may be transferred to the public or media in any manner.
- 3.16.5 Day-to-day liaison must be through supervisors and not directly with workers unless authorised by DOT.

4 CONTRACT PERFORMANCE, RISK AND COMMERCIAL GOVERNANCE

4.1 PERFORMANCE MONITORING AND REPORTING

- 4.1.1 The service provider shall furnish DOT with a detailed monthly performance report enabling performance monitoring, evaluation and corrective action.
- 4.1.2 Reports and correspondence shall be in English.
- 4.1.3 The monthly report must include, at minimum: post coverage and guard monitoring exports; incidents/risks identified; corrective actions taken; supervisory/management inspections; absenteeism and relief deployment; misconduct cases; personnel changes and reasons; and recommendations.
- 4.1.4 Monthly compliance pack (with invoice) – required supporting documents:
 - a. Detailed payroll schedule for deployed staff, (name, position, hours worked, gross pay, deductions, net pay);
 - b. Payslips for each deployed staff member;
 - c. Bank advices/proof of payment to each employee;
 - d. Proof of statutory payments (PAYE, UIF, COIDA) and provident fund contributions;
 - e. Proof of PSIRA annual returns for deployed staff (where applicable);
 - f. Declaration confirming that staff assigned to DOT were paid in full and on time for the reporting period.

4.2 LABOUR RELATIONS AND EMPLOYER OBLIGATIONS

- 4.2.1 The service provider is the sole employer of all deployed personnel and remains solely responsible for wages, statutory deductions, benefits, supervision, discipline, and compliance with labour legislation. The DOT will not be involved in labour disputes.
- 4.2.2 Failure to pay staff, delayed payment, partial payment, or any conduct resulting in labour unrest, go-slows, absenteeism or service disruption constitutes a material breach.
- 4.2.3 The service provider must maintain a documented grievance/complaints mechanism and provide evidence upon request.
- 4.2.4 The service provider must notify DOT immediately, but not later than twelve (12) hours, of any removal/replacement for security reasons or labour issues that may affect service continuity.
- 4.2.5 The service provider must maintain and implement a contingency plan for replacement labour.

4.3 THEFT, LOSSES, DAMAGE AND LIABILITY

- 4.3.1 The service provider is liable for theft, loss, damage or breakage to DOT assets attributable to the service provider and/or its personnel (including negligence, gross negligence, wilful misconduct, fraud or collusion).
- 4.3.2 Suspected theft/loss/damage must be reported immediately and an incident report submitted within four (4) hours.
- 4.3.3 Insurance: The service provider must maintain (a) Public Liability Insurance of at least R5,000,000 and (b) Fidelity/Crime/Employee Dishonesty cover of at least R2,000,000 for the duration of the contract.
- 4.3.4 DOT may recover proven losses and/or additional costs by deduction from amounts due and/or claim damages.

4.4 PENALTIES (SERVICE CREDITS) FOR POOR PERFORMANCE

- 4.4.1 The DOT will apply service credits/penalties as percentage deductions of the affected shift cost for measurable service failures, as set out in table 4.4.4 (Penalty Schedule).
- 4.4.2 Shift cost calculation: $\text{Shift cost} = \text{contracted hourly rate} \times \text{scheduled hours} \times \text{number of officers on the affected post/shift}$. Where multiple posts are affected, each post is calculated separately.
- 4.4.3 Penalties do not limit the DOT's rights to claim damages, require replacement of personnel, or invoke breach/termination.

4.4.4 Penalty Summary Table (for quick reference):

Service Failure	Service Credit / Penalty (% of shift cost)	Notes / Trigger
Uncovered post	100%	Per affected post + breach notice
Failure to deploy reliever within 1 hour	50%	Per affected post
Sleeping on duty (confirmed)	100%	Plus compulsory replacement
Failure to submit incident report within 4 hours	10%	Per incident
Failure to submit monthly report and invoice by due date	5% per day late	Cap: 25% of monthly invoice
Repeated KPI failure (3rd occurrence in 90 days)	Material breach	Triggers breach process

4.5 BREACH, REMEDY AND TERMINATION

- 4.5.1 Any failure to comply with the TOR, Rules of Bidding, SLA, site instructions or applicable law constitutes a breach.
- 4.5.2 DOT may issue a notice of breach requiring remedy within fourteen (14) calendar days, unless immediate termination applies.
- 4.5.3 For labour non-payment/service disruption, DOT may require remedy within forty-eight (48) hours due to operational risk.
- 4.5.4 DOT may terminate the contract immediately for fraud/corruption/misrepresentation, insolvency/cessation of business, abandonment of services, serious confidentiality breach, or repeated failure to meet service levels after prior notices.
- 4.5.5 Termination does not limit DOT's rights to appoint an alternative provider at the service provider's cost and/or claim damages.

4.6 SERVICE LEVEL AGREEMENT

- 4.6.1 The successful bidder must enter into a Service Level Agreement (SLA) with DOT and must mark up and provide comments based on the scope of services mentioned in this document and submit as part of the bid.

4.7 PAYMENT

- 4.7.1 Invoices must be supported by the monthly performance report, copies of Security Officers and monthly compliance pack. Payment is subject to DOT sign-off of satisfactory services and submission of required documentation.
- 4.7.2 An invoice only becomes due and payable when correct, supported, aligned to contracted price and order details, and signed-off in accordance with DOT processes.
- 4.7.3 DOT may apply deductions/service credits in accordance with Annexure E and/or recover additional costs due to non-performance.

5 EVALUATION

5.1 GENERAL NOTES

- 5.1.1 Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.
- 5.1.2 Bidders are required to be registered on the Central Supplier Database and the Department of Transport shall verify the bidder's tax compliance status through the Central Supplier Database.
- 5.1.3 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.
- 5.1.4 It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant.

5.2 MANDATORY EVALUATION: COMPLIANCE REQUIREMENTS AND DISQUALIFICATION

- 5.2.1 Only bidders who meet all mandatory requirements will proceed to the next stage, namely Technical Evaluation.
- 5.2.2 Bidders must complete and submit both mandatory checklists together with all required supporting documentation
 - a. Mandatory Checklist 1: Administrative and compliance requirements
 - b. Mandatory Checklist 2: Compliance with Specifications as per Section 3.1 of the Terms of Reference.

5.2.3 MANDATORY REQUIREMENTS AND DISQUALIFICATION: COMPLIANCE

Nr	Requirement	Description
1	Non-compliance with 2 envelopes.	<p>The DOT applies a two envelope system whereby the Technical Proposal and Financial Proposal must be submitted separately. Any of the following will render the bid non compliant:</p> <ul style="list-style-type: none"> • Envelopes not clearly marked “Technical” and “Financial” • Unsealed or accessible pricing information at any stage of evaluation • Financial or costing information included in the technical proposal.
2	Failure to submit SBD forms	<p>Failure to submit all required Standard Bidding Documents (SBDs) will render the bid non responsive. The omission of minor administrative forms may be treated as administrative non compliance at the DOT’s discretion.</p>
3	Non-responsive proposal	<p>Failure to submit mandatory checklists and/or required supporting documents necessary to evaluate functionality (e.g. submission of SBDs and/or pricing only).</p>
4	Late bid	<p>Any bid submitted after the stipulated closing date and time.</p>
5.	Non-compliance requirements listed in Annexure B	<p>Failure to comply with all mandatory requirements listed in Annexure B</p>
6.	Non-attendance of compulsory briefing session (if applicable)	<p>Where a compulsory briefing session is indicated in the Bid Advertisement and Rules of Bidding, failure to attend will result in disqualification. Virtual briefing sessions are not compulsory unless stated otherwise.</p>

5.2.4 MANDATORY REQUIREMENTS AND DISQUALIFICATION: STATUTORY, REGULATORY AND OPERATIONAL COMPLIANCE

Nr	Requirement	Description
1	COIDA compliance	Valid letter for tender purposes or letter of good standing for Compensation for Occupational Injuries Disease Act. 1993 [COIDA] obtainable from the Department of Labour).
2	UIF compliance	Valid letter for tender purpose or certificate of compliance for Unemployment Insurance Fund obtainable from the Department of Labour.
3	Public Liability Insurance	Proof of Public Liability Insurance of minimum R5 million , valid for the duration of the contract, or letter of intent/quotation from a registered insurer.
4	PSIRA compliance	Valid PSIRA Letter of Good Standing and PSIRA registration certificates for the company and directors/members.
5	Company registration	Valid CIPC registration documents.
6	Control room capability	The Bidder must establish a security control room during the first three months of their appointment and must operates 24 hours a day, seven days a week and 365 days a year; that the control room is located within 50km radius from the Department's premises; and further provide a fixed address of the physical location of such control room.
7.	Minimum qualifications of team	<ul style="list-style-type: none"> (a) Key contact person or Contract Manager/Project Manager - NQF6 (b) Financial Manager -NQF6 (c) Supervisors (Day and night shift) - Matric (d) Security personnel - Matric
8.	Minimum grading of team	<ul style="list-style-type: none"> (a) Key contact person or Contract manager - Grade A (b) Supervisors (Day and night shift) - Grade B (c) Security personnel - Grade C
9.	SA owned and deployment	<ul style="list-style-type: none"> (a) Ownership must be 100% South African (b) All deployed personnel must be SA Citizens

5.3 STAGE 2: FUNCTIONAL EVALUATION CRITERIA

- 5.3.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 5.3.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- 5.3.3 Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.
- 5.3.4 The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.
- 5.3.5 Stage 2a: The Bids that fail to achieve a minimum of **96** points out of **137** points for functionality will be disqualified. This means that such bids will not be evaluated on the Presentation of proposed project plan.
- 5.3.6 Stage 2b: The Bids that fail to achieve a minimum of **75** points out of **100** points for the Presentation of the proposed project plan will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage.

5.4 EVALUATION CRITERIA: Stage 2a: Functionality

SCORING CRITERION	WEIGHT	SCORING
<p>REFERENCE LETTERS</p> <ul style="list-style-type: none"> The bidder must Provide reference letters of from organisations of the same size of the Department of Transport that have used the Bidder to provide physical security services in the past three (3) years. Each reference letter must include the following information: Client name and industry; The contact person, a contactable email address and company business address; The total contract value for the period of the contract; and Brief description of the project scope. The Department of Transport reserves the right to validate the above information with the individual client/ organizations as part of due diligence. <p>Letter/s of appointment will not be treated as reference letters.</p>	<p>10</p>	<p>0= No reference letter. 2= One (1) reference letter with a similar project conducted and completed 6= Two (2) reference letters with two similar projects conducted and completed 8= Three (3) reference letters with similar projects conducted and completed 10= Four (4) and above reference letters with similar projects conducted and completed</p>

TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER /CONSULTANT TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

SCORING CRITERION	WEIGHT	SCORING																												
<p>MANAGEMENT & SUPERVISION CAPACITY</p> <p>The Bidder must submit a management structure to support the Services provided to Department of Transport. The structure should include a short description of the duties of each member. The structure should include Inter-alia-</p> <ul style="list-style-type: none"> (a) Organogram (b) Key contact person or Contract Manager/Project Manager (c) Supervisors (Day and night shift) (d) Financial Manager (e) CVs of Contract Manager and Supervisors, (f) Roles and responsibilities, 	<p>5</p>	<p>0= No information submitted</p> <p>3= Meets minimum requirements</p> <p>5= Strong, well-resourced supervision structure covering items (a) to (f)</p>																												
<p>MANAGEMENT STRUCTURE: RELEVANT EXPERIENCE</p> <ul style="list-style-type: none"> (a) Key contact person or Contract Manager/Project Manager (5) (b) Supervisors (Day and night shift) (5) (c) Financial Manager (5) <p>NB:</p> <ul style="list-style-type: none"> • Bidders must provide CVs with certified copies of qualifications. 	<p>20</p>	<table border="1"> <thead> <tr> <th></th> <th>20</th> <th>No relevant experience</th> <th>less than 3 years relevant experience</th> <th>3 or more, but less than 5 years relevant experience</th> <th>5 or more, but less than 7 years relevant experience</th> <th>7 or more years relevant experience</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td>5</td> <td>0</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>(b)</td> <td>5</td> <td>0</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>(c)</td> <td>5</td> <td>0</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> </tbody> </table>		20	No relevant experience	less than 3 years relevant experience	3 or more, but less than 5 years relevant experience	5 or more, but less than 7 years relevant experience	7 or more years relevant experience	(a)	5	0	2	3	4	5	(b)	5	0	2	3	4	5	(c)	5	0	2	3	4	5
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SCORING CRITERION	WEIGHT	SCORING									
<ul style="list-style-type: none"> The weights will be calculated on the weighted average, if multiple team members are allocated in a specific competency, (more than 1 Contract Manager and more than 2 Supervisors). Certified copies must not be older than six (6) months on date of bid closing. See attached template for completion (Annexure D). 											
<p>SECURITY OFFICERS: RELEVANT EXPERIENCE</p> <p>(a) All 22 profiles of the security officers must be submitted during the bidding process.</p> <p>(b) Each profile will be scored out of 1</p> <p>NB:</p> <ul style="list-style-type: none"> Bidders must provide CVs with certified copies of qualifications. Certified copies must not be older than six (6) months on date of bid closing. See attached template for completion (Annexure D). 	22	<table border="1"> <tr> <td data-bbox="574 996 805 1153">22</td> <td data-bbox="574 806 805 996">No relevant experience or less than 3 years relevant experience</td> <td data-bbox="574 616 805 806">3 or more, years relevant experience</td> </tr> <tr> <td data-bbox="805 996 869 1153">(a)</td> <td data-bbox="805 806 869 996">1</td> <td data-bbox="805 616 869 806">0</td> </tr> <tr> <td></td> <td></td> <td data-bbox="869 616 1125 806">1</td> </tr> </table>	22	No relevant experience or less than 3 years relevant experience	3 or more, years relevant experience	(a)	1	0			1
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(a)	1	0									
		1									

INITIAL: PROJECT MANAGER/CHAIRPERSON: BSC R S

INITIAL: SERVICE PROVIDER

SCORING CRITERION	WEIGHT	SCORING												
<p>OPERATIONAL EXECUTION & DEPLOYMENT PLAN:</p> <p>A detailed proposed methodology of how the project will be executed that covers:</p> <ul style="list-style-type: none"> (a) Deployment of security officers at the Department of Transport premises, (b) Effectively respond to emergencies, (c) Record, Investigate and report security Incidents and recommend solutions. (d) Time frames (e) Proposed systems to be used. 	<p>40</p>	<table border="1"> <thead> <tr> <th>Pts</th> <th>Requirement</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>No project plan provided</td> </tr> <tr> <td>10</td> <td>Project Plan without resource allocation</td> </tr> <tr> <td>15</td> <td>Project plan with resource allocation and no contingency plan</td> </tr> <tr> <td>30</td> <td>Detailed project plan aligned to items (a) to (e)</td> </tr> <tr> <td>40</td> <td>Detailed Project plan that meets and exceeds expectations with alignment to Project management principles covering items (a) to (e) with a detailed emergency plan</td> </tr> </tbody> </table>	Pts	Requirement	0	No project plan provided	10	Project Plan without resource allocation	15	Project plan with resource allocation and no contingency plan	30	Detailed project plan aligned to items (a) to (e)	40	Detailed Project plan that meets and exceeds expectations with alignment to Project management principles covering items (a) to (e) with a detailed emergency plan
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<p>CONTINGENCY MANAGEMENT PLAN AND BUSINESS CONTINUITY PLAN</p> <p>Submit Comprehensive Risk Management Plan and Business Continuity Plan with clear execution, covering the entire scope of work. Plan should include:</p> <ul style="list-style-type: none"> (a) Labour unrest contingencies, (b) Replacement labour, (c) Fatigue management, (d) Incident escalation, (e) Service continuity. 	<p>20</p>	<table border="1"> <thead> <tr> <th>Pts</th> <th>Requirement</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>No Risk Management Plan and business continuity provided or irrelevant plan.</td> </tr> <tr> <td>5</td> <td>Plan meets 3 and less of the items listed in (a) to (e)</td> </tr> <tr> <td>10</td> <td>Standard Risk Management Plan and business continuity</td> </tr> <tr> <td>16</td> <td>Detailed project plan aligned to items (a) to (e)</td> </tr> <tr> <td>20</td> <td>Comprehensive Risk Management Plan and business continuity with clear execution, covering the entire scope and items listed in (a) to (e) including timeframes, key tasks, sub-tasks, indicating resources and risk mitigating strategies</td> </tr> </tbody> </table>	Pts	Requirement	0	No Risk Management Plan and business continuity provided or irrelevant plan.	5	Plan meets 3 and less of the items listed in (a) to (e)	10	Standard Risk Management Plan and business continuity	16	Detailed project plan aligned to items (a) to (e)	20	Comprehensive Risk Management Plan and business continuity with clear execution, covering the entire scope and items listed in (a) to (e) including timeframes, key tasks, sub-tasks, indicating resources and risk mitigating strategies
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TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER /CONSULTANT TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

SCORING CRITERION	WEIGHT	SCORING
<p>PERFORMANCE MONITORING TOOLS & REPORTING</p> <p>(a) Proposed Guard monitoring system: (b) Sample KPI/report templates</p>	<p>10</p>	<p>0= No information submitted 7= Meets minimum requirements 10= Detailed monitoring system and templates provided</p>
<p>AVAILABILITY OF RELEVANT EQUIPMENT AND RESOURCES TO COMPLETE THE PROJECT</p> <p>Supplier must submit the list of all equipment/ resources and materials to be provided to execute the project, including Equipment Maintenance/Replacement Plan (See 2.5)</p>	<p>10</p>	<p>0= No information submitted 7= Meets minimum requirements 10= Detailed information on equipment and maintenance/replacement plan</p>
<p>TOTAL</p>	<p>137</p>	
<p>THRESHOLD</p>	<p>96</p>	

INITIAL: PROJECT MANAGER/CHAIRPERSON: BSC R.S

INITIAL: SERVICE PROVIDER

5.5 EVALUATION CRITERIA: Stage 2b: Presentation/Site Visit

- 5.5.1 Bidders who meet the threshold points for Phase 2a will be informed of a planned site visit at the premises indicated in the bid documents. The site visit will include a presentation.
- 5.5.2 The Bids that fail to achieve a minimum of **75 points out of 100 points for Phase 2b** will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage.
- 5.5.3 Additional questions may be forwarded to qualifying suppliers during scheduling of the site visit/presentation.
- 5.5.4 The Site Visit and Presentation (Stage 2b) is intended to verify, validate and demonstrate, in a practical manner, the bidder's operational readiness and capability to implement what is already contained in the Desktop submission.
- 5.5.5 During Part 2b bidders will not be scored on the mere existence of documentation already assessed in Part 2a. Instead, it will evaluate the bidder's ability to practically demonstrate and explain implementation, controls, escalation mechanisms and reporting processes.
- 5.5.6 The Site Visit and Presentation will be conducted at a location determined by DOT, which may include:
- a. The bidder's operational control room; and/or
 - b. A live or simulated operational environment; and/or
 - c. DOT premises (presentation only).
- 5.5.7 DOT reserves the right to:
- a. Limit the number of attendees per bidder;
 - b. Determine the date, time and duration of the Site Visit and Presentation; and
 - c. Cancel or reschedule the Site Visit if necessary.
- 5.5.8 Failure to attend or materially participate in the Site Visit and Presentation may result in a score of zero for this component.

5.5.9 Criteria

SCORING CRITERION	WEIGHT	SCORING
Operational control & command capability	20	Live demonstration of control room readiness, escalation and communication flows
Practical deployment & supervision	20	Explanation of how rosters, relief and supervision operate in practice
Incident management walkthrough	15	Scenario-based explanation of how an incident is handled end-to-end
Performance monitoring in use	15	Live or simulated demonstration of guard monitoring and reporting
Business continuity readiness	15	Practical preparedness for labour disruption, absenteeism and emergencies
Project team credibility	15	Presence, confidence and understanding of proposed Contract Manager/Supervisors
TOTAL	100	
THRESHOLD	75	

5.5.10 Scope of the Site Visit and Presentation

During the Site Visit and Presentation, bidders must demonstrate and/or present, at a minimum, the following:

- a. Operational Control and Command Capability
 - i. Existence and functionality of a 24/7 security control room (or a readiness plan if not yet operational);
 - ii. Incident escalation and response procedures;
 - iii. Communication channels between the control room, supervisors and security officers;
 - iv. Integration of guard monitoring systems, radios and reporting tools.

- b. Deployment and Supervision Model

TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER /CONSULTANT TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

- i. How security officers are deployed per shift and post;
 - ii. Supervisor coverage, patrols and inspection routines;
 - iii. Relief and contingency arrangements for absenteeism or emergencies;
 - iv. Shift handover and record keeping processes.
- c. Incident Management and Reporting
- i. Practical demonstration of incident recording and reporting processes;
 - ii. Use of occurrence books, incident registers and electronic systems;
 - iii. Ability to produce an incident report within the prescribed four (4) hour timeframe;
 - iv. Escalation protocols for serious incidents.
- d. Performance Monitoring and Business Continuity
- i. Demonstration of guard monitoring systems (clocking points and exception reports);
 - ii. Sample KPI dashboards and monthly performance reports;
 - iii. How non performance is identified, corrected and reported to DOT;
 - iv. Payroll and wage payment processes (high level, non confidential demonstration);
 - v. Controls to prevent non payment and labour unrest;
 - vi. Replacement labour and business continuity arrangements;

5.5.11 Presentation Requirements

- a. The bidder must deliver a structured presentation covering, at a minimum:
 - i. understanding of DOT's guarding security requirements;
 - ii. key operational and labour risks and mitigation measures;
 - iii. deployment and supervision strategy;
 - iv. performance monitoring approach; and

- v. transition and mobilisation plan (if appointed).
- b. The presentation must be based strictly on the submitted bid.
- c. No pricing or commercial information may be presented.
- d. DOT may ask clarifying questions during or after the presentation

5.5.12 General Conditions and Fairness Safeguards

- a. DOT reserves the right to verify all information demonstrated during the Site Visit and Presentation.
- b. Any material discrepancy between the Desktop submission and the Site Visit/Presentation may negatively affect scoring and may trigger further due diligence.
- c. The Site Visit and Presentation forms part of the technical evaluation only and does not replace mandatory compliance.
- d. DOT will apply the same agenda, time allocation, scenarios and scoring rubric to all invited bidders.
- e. DOT may request clarifications during the presentation, but bidders may not introduce new solutions or materially alter their submitted bids.
- f. No bidder shall be disqualified solely as a result of the Site Visit and Presentation, unless material misrepresentation is identified in accordance with the Rules of Bidding.

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

- a. Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.
- b. **Price:** Annexure B must be utilised for submission of pricing proposals.

5.6.1 PREFERENCE POINTS SCORECARD IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS.

The following table will be utilised in evaluating preference:

Goals	Points out of 20 (80/20)	Required proof
Black Owned (BO)	Max 10	B-BBEEE Status level certificate. Issued by an authorized body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice
100% BO	10	
>50%	5	
Women Owned (WO)	MAX 6	B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice
100% WO	6	
>50%	3	
Black Designated Group (BDG)	MAX 4	B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice
100% BDG	4	
>50%	2	

5.6.2 The following also applies:

- a. Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- b. Bidders are required to complete the preference claim form (SBD 6.1), and submit the required supporting documents at the closing date and time of the bid in order to claim the points indicated in the TOR. The points scored by a bidder in respect of preference will be added to the points scored for price.

TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER /CONSULTANT TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

- c. Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted the required supporting documents together with the bid will be considered for preference points.
- d. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated score card, with detailed points claimed by each partner, and supporting documents for every separate tender. See further detail in 5.10.
- e. Failure on the part of the bidder to comply with paragraphs 5.7(a) to (d) will be deemed that preference points are not claimed and will therefore be allocated a zero (0).
- f. The Department of Transport may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- g. The points scored will be rounded off to the nearest 2 decimals.

5.6.3 In the event that two or more bids have scored equal total points, The award will be done in terms of the Preferential Procurement Regulations 2022, **Section 8: Criteria for breaking deadlock in scoring.**

5.6.4 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

5.6.5 Consortium / Joint Venture

- a. In the event that preference points are claimed for goals by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of those goals:

Name of Consortium/JV Partner	Percentage (%) of the contract value managed or executed by the Partner

6 ANNEXURES

ANNEXURE A – RULES OF BIDDING

ANNEXURE B –MANDATORY CHECKLISTS

Mandatory Checklist B1: Administrative and compliance requirements

Mandatory Checklist B2: Statutory, Regulatory and Operational compliance

ANNEXURE C – PRICING SCHEDULE FORMAT

ANNEXURE D –SLA


END OF DOCUMENT

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

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

ANNEXTURE B

**FINANCIAL
PROPOSAL**

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: DOT/02/2026/CS
CLOSING TIME 11:00	CLOSING DATE:19 MAY 2026

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
		TOTAL: R.....	

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF TRANSPORT
Ms. Nelisiwe Nyawo / Ms Mthimunye L
Supply Chain Management
Tel: 012 309 3291/3255

Or for technical information

DEPARTMENT OF TRANSPORT
Ms Rose Masilela
Security Services
Tel :012 309 3767/3580



PRICE INSTRUCTIONS

DOT/XXX/XX

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER (CONSULTANT TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS)

1. STRUCTURE OF THE TENDER

This spreadsheet contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

- 2.1.1 Bidders must submit a paper copy of the Pricing Schedule.
- 2.1.2 Bidders must complete B-Summary, B1-Wages and B2-Back End
- 2.1.2 Bidders must sign all pages of their Pricing Schedule.

2.2 Input spreadsheets

- 2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook
- 2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.
- 2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.

- 2.2.4 Input cells FOR BIDDERS are highlighted in GREEN.
The Bidder must complete all the relevant input cells for the bid.

- 2.2.5 Bidders may provide additional breakdown of costs

2.3 Currency and VAT

- 2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).
- 2.3.2 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders must complete the templates with unit prices excluding VAT.
- 2.3.3 If a Bidder is not VAT registered, please indicate and delete the formulae for Spreadsheet B-Summary J36.

2.4 Other

- 2. Rates used are in terms of the Schedule to the Main Agreement of the National Bargaining Council for the Private Security Sector (NBCPSS).
- 3. Illustrative pricing guide (NBCPSS disclaimer).
- 4. Maternity benefits not included in pricing structure.
- 5. Relief Security Officer is a permanent employee.
- 6. Share of overheads includes inter alia: liability/other insurance, payroll/admin, control centre, transport costs, fixed infrastructure, registers, OHS compliance, management & supervision, statutory fees.
- 7. PSIRA fees revised annually from April of each year.

Contract Duration (months):	36
VAT rate:	0,15
DOT HQ Guarding Requirement:	23 x Grade C and 2 x Grade B (single built and external parking)

RS

DOT/XX/XXXX

TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER/CONSULTANT TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

Annexure B2: SECURITY EQUIPMENT AND MACHINERY, OTHER OPERATIONAL COSTS (BACK END SUPPORT)

Description	Contract Duration (months)	All-inclusive Monthly Cost (excl VAT) Year 1	Year 1 Total	All-inclusive Monthly Cost (excl VAT) Year 2	Year 2 Total	All-inclusive Monthly Cost (excl VAT) Year 3	Year 3 Total	Total Cost (3 years)
Equipment in line with the scope of work	36		R 0,00		R 0,00		R 0,00	R 0,00
Other (e.g. profit, operational costs, etc)	36		R 0,00		R 0,00		R 0,00	R 0,00
SUBTOTAL COST (EXCL VAT)			R 0,00		R 0,00		R 0,00	R 0,00
VAT @ 15%			R 0,00		R 0,00		R 0,00	R 0,00
TOTAL COST INCLUDING VAT			R 0,00		R 0,00		R 0,00	R 0,00

Bidder signature

RS

ANNEXURE B
Pricing Schedule

Bid ref. number:	DOT/XXXXXX	Expected project start date:	2028/06/01
		Expected duration (Months)	36

Description of bid: TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER/CONSULTANT TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

Name of bidder:

	Max	Score
PPPFA points allocation	20	0
% Black Ownership	10	
% Black Ownership: Women	5	
% Black Ownership: BDG	5	

Indicative project time frames		
Start	End	Duration
2028/06/01	2029/05/31	36 months

TOTAL BID PRICE incl. VAT R0,00

1. Total price required to produce/deliver all goods/services included in the Tor.
2. Please ensure that this price matches the price indicated on SBD 1.
3. This price will be used for PPPFA comparison purposes.

PART 1: COSTING OF SERVICES				
Description	Total Cost Year 1	Total Cost Year 2	Total Cost Year 3	Total Cost for Project (3 years)
1 Total cost of guards' wages (incl VAT)	R0,00	R0,00	R0,00	R0,00
2 Security equipment & back end support (incl VAT)	R0,00	R0,00	R0,00	R0,00
TOTAL FOR THE PROJECT (INCL VAT)				R0,00

Bidders may only complete green cells. Any changes to formulas in this spread sheet will invalidate the bid

Confirmation by bidder

Name: _____

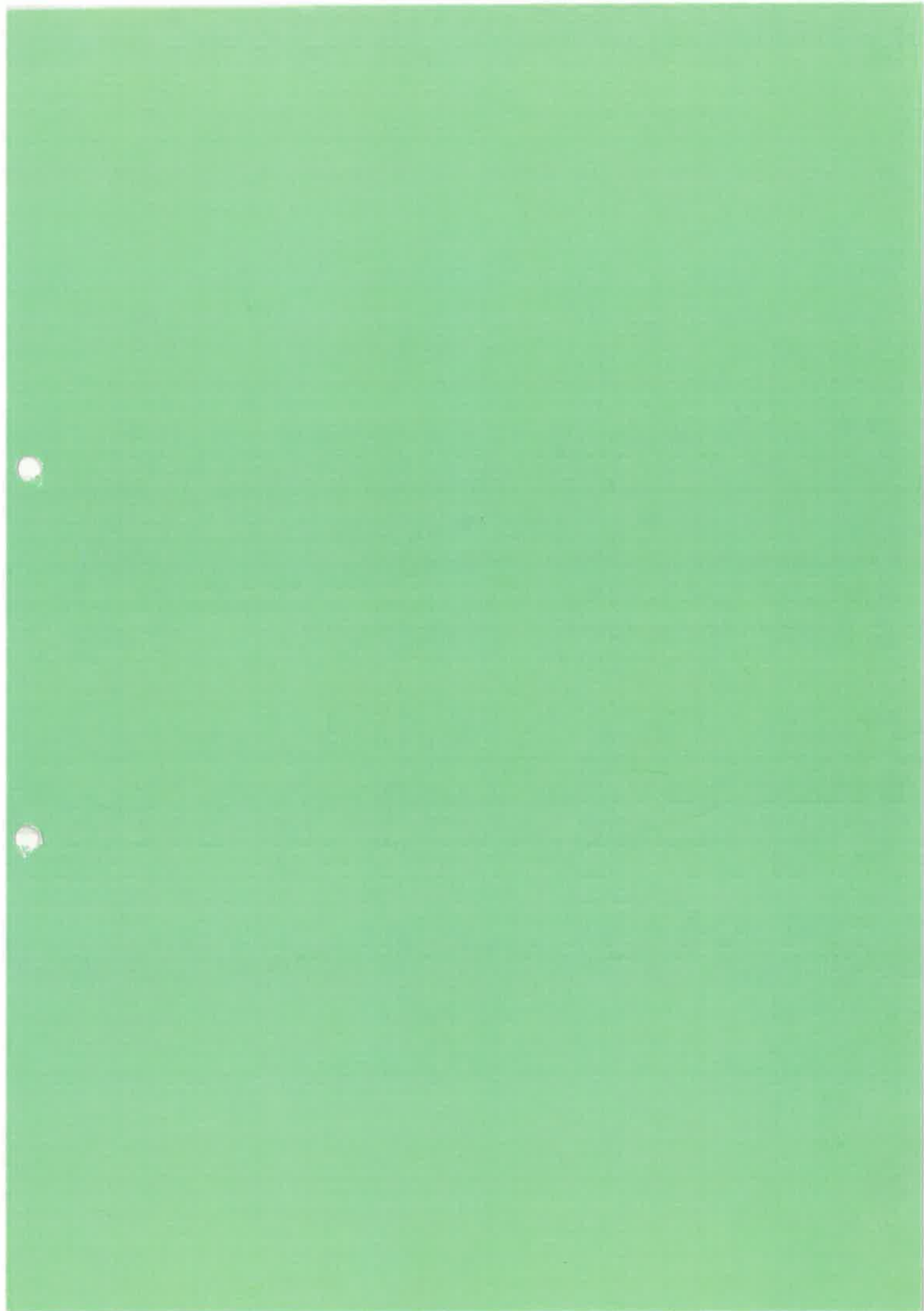
Designation: _____

Date: _____

Bidders must print and sign all worksheets (Summary and Annexures B1 to B2)

Blue coloured cells to be completed by DOT
Green coloured cells to be completed by bidder

CS





transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA



STANDARD RULES OF BIDDING FOR TERMS OF REFERENCE (TOR) OR REQUEST FOR PROPOSAL (RFP)

1 RULES OF BIDDING

1.1 COMPULSORY INFORMATION SESSION

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

1.2 FORMAT AND SUBMISSION OF BIDS

- 1.2.1 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered. All late bids must be collected within seven (7) days failing which the DOT will discard of such late proposals.
- 1.2.2 **Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing. Supporting documents required for compliance including all the SDB documents except for SBD 3.3, must be submitted together with the technical proposal.**
- 1.2.3 Format of submission of proposals:
- Envelopes must be clearly marked with Company name, DOT Nr and whether it is the technical or financial response;
 - Proposals must be submitted as one (1) original and four protected soft copies. Soft copies must be exact copies of the original technical document, including all supporting documents, and should be labelled properly.
 - Soft copies are not required for financial proposals. If a bidder does submit the financial proposal in soft copies, those copies must be sealed in the envelope marked financial.
 - Including the financial proposal on the technical soft copy will lead to automatic disqualification.

STANDARD RULES OF BIDDING FOR TERMS OF REFERENCE (TOR) OR REQUEST FOR PROPOSAL (RFP)

- b. Proposals must be submitted as one (1) original and four protected soft copies. Soft copies must be exact copies of the original technical document, including all supporting documents, and should be labelled properly.
- c. Soft copies are not required for financial proposals. If a bidder does submit the financial proposal in soft copies, those copies must be sealed in the envelope marked financial.
- d. Including the financial proposal on the technical soft copy will lead to automatic disqualification.

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

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

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

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

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

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

1.2.10 After careful consideration and thorough examination of the proposals, DOT shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements, including costing of all deliverables and submission of a financial proposal that is responsive to the bid. The lowest price (management fee where applicable) offered will not necessarily be a decisive factor in choosing between Proposals.

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

1.3 SUB-CONTRACTING, PARTNERSHIP/CONSORTIUM/JOINT VENTURE AND COMPANY REQUIREMENTS

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

1.3.2 A proposal submitted by a partnership must be accompanied by a written partnership agreement.

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

STANDARD RULES OF BIDDING FOR TERMS OF REFERENCE (TOR) OR REQUEST FOR PROPOSAL (RFP)

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

1.4 MATTERS RELATING TO TAX COMPLIANCE AND CLAIMING OF POINTS FOR GOALS IN TERMS OF PREFERENCE POINTS FOR VARIOUS COMPANY MODELS

1.4.1 Tax compliance – General

- a. No tender shall be awarded to a bidder who is not tax compliant. The DOT reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The DOT further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.
- b. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- c. Compliance must be throughout the bidding process, award and contracting.
- d. Service providers will be afforded the opportunity to correct tax compliance status and provide written proof of status or arrangements within a maximum of seven (7) working days.

1.4.2 Tax compliance – Consortia / Joint Ventures

- a. Consortia: Each party must submit a separate Tax Clearance Certificate.
- b. Joint-Venture: Unincorporated entity - each party must submit a separate Tax Clearance Certificate. Incorporated entity-tax clearance certificate for the JV and CSD registration of Joint Venture.

1.4.3 Claiming of Preference Points – General

- a. Please refer to the TOR/RFP document for detailed terms and conditions for preference points claims as well as the allocated goals.

1.4.4 Claiming of Preference Points – Consortia / Joint Ventures

- a. A trust, consortium or joint venture, will qualify for points on prescribed goals, provided that the entity submits the required breakdown of goals claimed, with supporting documents.
- b. Consortium: Each partner is evaluated separately, and allocated points in accordance with the percentage of their stake holding as indicated per the proposal.
- c. Joint-Venture: Unincorporated entity/no BEE Certificate or Affidavit as a JV as yet - Each partner is evaluated separately, and allocated points in accordance with the percentage of their stake holding as indicated per the proposal. Incorporated entity – evaluated based on the JV's collective score as claimed.

1.4.5 Claiming of Preference Points during Sub-Contracting

INITIAL: PROJECT MANAGER/CHAIRPERSON:BSC

INITIAL: SERVICE PROVIDER

STANDARD RULES OF BIDDING FOR TERMS OF REFERENCE (TOR) OR REQUEST FOR PROPOSAL (RFP)

- a. A bidder will not be awarded points preference if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- b. A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher total score on preference goals points claimed, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

1.5 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

- 1.5.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The DOT reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

2 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY RIGHTS

2.1 CONFIDENTIAL INFORMATION

- 2.1.1 **Confidentiality obligation.** Each Party ("the receiving Party") must treat and hold as confidential all information which they may receive from the other Party ("the disclosing Party ") or which becomes known to them concerning the disclosing Party during the duration of this Contract.
- 2.1.2 **Nature of the confidential information.** The confidential information of the disclosing Party shall, without limitation, include:
 - a. all software and associated material and Documentation, including information contained therein;
 - b. all information relating to :
 - i. the disclosing Party's past, present and future research and development;
 - ii. the disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets;
 - iii. the terms and conditions of this Contract; and
 - iv. the Department's data.
- 2.1.3 The Parties shall, except as permitted by the Contract, not disclose or publish any confidential information in any manner, for any reason or purpose whatsoever without the prior written consent of the disclosing Party and in the event of the confidential information relating to a third party, it shall also be incumbent on the receiving Party to obtain the consent of such third party.

INITIAL: PROJECT MANAGER/CHAIRPERSON:BSC

INITIAL: SERVICE PROVIDER

STANDARD RULES OF BIDDING FOR TERMS OF REFERENCE (TOR) OR REQUEST FOR PROPOSAL (RFP)

- 2.1.4 **Receiving Party's obligations with regard to confidential information.** The receiving Party agrees that in order to protect the proprietary interests of the disclosing Party in its confidential information:
- a. it will only make the confidential information available to those of its Personnel who are actively involved in the execution of this Contract;
 - b. it will initiate internal security procedures reasonably acceptable to the disclosing Party to prevent unauthorised disclosure and will take all practical steps to impress upon those Personnel who need to be given access to confidential information, the confidential nature thereof;
 - c. subject to the right to make the confidential information available to their Personnel under clause 15.4.1 above, they will not at any time, whether during this Contract or thereafter, either use any confidential information of the disclosing Party or directly or indirectly disclose any confidential information of the disclosing Party to third parties;
 - d. all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the disclosing Party which have or will come into the possession of the receiving Party and its Personnel, will be, and will at all times remain, the sole and absolute property of such Party and shall be promptly handed over to such Party when no longer required for the purposes of this Contract.
- 2.1.5 **Obligations in respect of confidential information upon termination.** Upon termination or expiry of this Contract, the receiving Party will deliver to the disclosing Party or at the disclosing Party's option, destroy all originals and copies of the disclosing Party's confidential information in its possession.
- 2.1.6 **The aforementioned obligations shall not apply to any information which:**
- a. is lawfully in the public domain at the time of disclosure;
 - b. subsequently and lawfully becomes part of the public domain by publication or otherwise;
 - c. subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or
 - d. is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 2.1.7 **Disclosure to professional advisors.** Nothing in this clause shall preclude the Parties from disclosing the confidential information to their professional advisors in the *bona fide* course of seeking business and professional advice.
- 2.1.8 **Severability.** The provisions of this clause 15 are severable from the rest of the provisions of this Contract and shall survive its termination and continue to be of full force and effect for a period of ten (10) years after the date of termination.

2.2 INTELLECTUAL PROPERTY RIGHTS

- 2.2.1 **Ownership in Services vests in Department.** All rights of ownership and copyright in the Services to be provided by the Contractor to the Department shall vest solely with the Department, and the Contractor will not make such information available to any other party without the written consent of the Department on such terms and conditions as may be stipulated by the Department at that time.
- 2.2.2 **No aspect of the Services to infringe 3rd Party intellectual property rights.** The Contractor warrants that no aspect of the Services provided in terms hereof will infringe any patent, design, copyright, trade secret or other proprietary right of any third party ("third party proprietary rights"), and the Contractor shall, at its own cost, defend the Department against any claim that the Services infringe any such third party proprietary rights, provided that the Department gives prompt notice to the Contractor of such claim and the Contractor controls the defence thereof.
- 2.2.3 The Contractor further indemnifies the Department against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the Department in any action which is attributable to such claim and will reimburse the Department with all costs reasonably incurred by the Department in connection with any such action.
- 2.2.4 **Process in the event of a claim.** Should any person make any claim against the Department in terms of clause 16.2, the Department shall give the Contractor notice thereof within ten (10) days of becoming aware of such claim to enable the Contractor to take steps to contest it.
- 2.2.5 **Infringement of 3rd Party rights.** Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Contractor shall, at its discretion and within thirty (30) days of the Services having been found to infringe:
- e. obtain for the Department the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
 - f. replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or
 - g. alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
 - h. withdraw the subject of infringement.
- 2.2.6 **Ownership.** Ownership of all Departmental data, whether under its control or not, shall continue to vest in the Department and the Contractor shall not obtain any proprietary rights of such data.
- 2.2.7 **Data may only be used in performance of the Services.** The Department's data in the possession of the Contractor, or to which the Contractor may have access during the currency of this Contract, may not be used by the Contractor for any purposes whatsoever other than as may be specifically required to enable the Contractor to comply with its obligations in terms of this Contract.
- 2.2.8 **Preservation of integrity of data.** Both Parties shall take reasonable precautions (having regard to the nature of their obligations in terms of this Contract), to preserve the integrity of the Department's data and to prevent any unauthorised access, corruption, or loss of such data.

3 TERMS AND CONDITIONS

3.1 GENERAL

- 3.1.1 The Department reserves the right to amend, modify or withdraw this Terms of Reference (TOR) document or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any Service Provider.
- 3.1.2 Neither the Department, nor any of its respective, officers, or employees may make any representation or warranty, expressed or implied in this TOR document, and nothing contained herein is, or shall be relied upon as, a promise or representation, whether as to the past or the future.
- 3.1.3 The costs of preparing proposals and of negotiating the Contract will not be reimbursed.
- 3.1.4
- 3.1.5 The Department also reserves the right to call interviews, site visits and/or call for demo's of the product or solution, with short-listed Service Providers before final selection, and to negotiate price with the Preferred Service Providers.
- 3.1.6 Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the Contract is awarded. Any effort by a Service Provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.
- 3.1.7 Bid submission requirements must be completed in sections and appendices provided in the bid document.
- 3.1.8 **ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT NATIONAL TREASURY.** More information in this regards is available on www.ocpo.treasury.gov.za. Proof of registration must be submitted together with the technical proposal.
- 3.1.9 Bidders may provide any additional information deemed important for the DOT to consider.
- 3.1.10 Prospective Bidders must at all times comply with the Department's Supply Chain rules and processes with regard to all projects and payments.
- #### 3.2 ORDER OF PRECEDENCE.
- 3.2.1 In the event of any conflict between any provisions of the SCC, GCC, Proposal and any other document accompanying the Bid, the following order of precedence shall prevail–
- a. TOR;
 - b. SLA, if applicable;
 - c. Standard Bidding Documents;
 - d. SCC, if applicable;
 - e. GCC;
 - f. and
 - g. Proposal.

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3.3 DURATION

- 3.3.1 The project is expected to be for a period of 36 months.
- 3.3.2 The Contract shall commence on the Effective Date and, subject to the rights of termination stipulated herein, terminate on the Completion Date as specified in the Contract.

3.4 CONTRACT AMENDMENTS

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

3.5 SUBCONTRACTS

- 3.5.1 The Contractor shall notify the Department in writing of all sub-contracts awarded under the Contract, before the commencement of the Contract; as well as at any time during the Contract.
- 3.5.2 **The right to sub-contract.** The Contractor may, with the prior written consent of the Department, sub-contract any of its obligations in terms of this Contract, or any part thereof, to a third party, provided that:
- a. such sub-contracting shall not absolve the Contractor from any responsibility for complying with its obligations in terms of this Contract and the Contractor hereby indemnifies and holds the Department harmless against any loss, harm or damage which the Department may suffer as a result of such sub-contracting;
 - b. the Contractor shall at all times remain the sole point of contact for the Department in respect of the Services by the Contractor.
- 3.5.3 **Department may withdraw consent.** The Department shall have the right at any time, and upon such good cause shown to withdraw such consent for a sub-contractor on thirty (30) days notice to the Contractor and in that event no claim against the Department by the Contractor or any other person on the grounds of the granting of such consent or the withdrawal thereof shall be entertained, and the Contractor indemnifies the Department against any such claims and costs so incurred."

3.6 CONTRACTOR'S PERSONNEL

- 3.6.1 **Project Team.** The Contractor shall make available the skills and expertise of the Project Team referred to in the Bid who shall be involved in the Contract or the Services, unless otherwise agreed to by the Department, which agreement shall not be unreasonably withheld.
- 3.6.2 **Exceptions.** Notwithstanding the provisions of clause 6.6.1, where, due to circumstances beyond the control of the Contractor, a member of the Project Team cannot act in accordance with the provisions of this clause due to their dismissal, resignation or incapacity, the Contractor shall, to the extent possible, implement an appropriate succession plan to minimise the effect of the unavailability of such member.

STANDARD RULES OF BIDDING FOR TERMS OF REFERENCE (TOR) OR REQUEST FOR PROPOSAL (RFP)

- 3.6.3 **Suitably qualified Personnel.** The Contractor shall employ suitably qualified, experienced and trained Personnel to provide the Services, provided that the Contractor shall be entitled in its discretion, to allocate Personnel resources in accordance with the technical or other skills and knowledge required, which discretion shall not have a negative impact on the provision of the Services.
- 3.6.4 The Contractor's Personnel providing the Services may be absent for short periods of time for reasons including annual leave and training. The Contractor undertakes to avoid any disruption of the Services due to such circumstances.
- 3.6.5 **Contractor to adhere to security procedures of the Department.** The Contractor's Personnel including the Project Team shall at all times when on the Department's premises, adhere to the standard health, safety and security procedures and guidelines applicable to the Department's Personnel, as varied and conveyed by the Department to the Contractor from time to time.
- 3.6.6 Should the Department at any time have reason to believe that any of the Contractor's Personnel is failing to comply with such standard health, safety and security procedures and guidelines, the Department may deny such person access to any or all of the Department's premises or systems and require the Contractor to replace such person without delay.

3.7 PAYMENT

3.7.1 Invoice.

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

3.7.2 Detailed Pricing.

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

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

STANDARD RULES OF BIDDING FOR TERMS OF REFERENCE (TOR) OR REQUEST FOR PROPOSAL (RFP)

3.7.3 Fees

Domestic hotel accommodation may not exceed the prescribed National Treasury rates in terms of the Travel Framework, inclusive of VAT per night per person. (incl dinner, breakfast and parking), air travel must be restricted to economy class, and travel claims per kilometer may not exceed the rates approved by the Automobile Association of South Africa.

3.7.4 Rates

According to the 23 October 2013 Cabinet Resolution as defined in the National Treasury Instruction 01 of 2013/14: Cost Containment Measures sub-paragraph 4.2; the Consultants (or Service Provider) will only be remunerated on the following rates regime:

- a. The "Guidelines for fees" issued by the South African Institute of Chartered Accountants (SAICA);
- b. The "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or
- c. Based on the body regulating the profession of the Consultant.

3.7.5 Payment information

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

3.7.6 Total Contract Price.

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

3.7.7 Price all-inclusive.

All prices are inclusive of any Value Added Tax, import, and all other duties. Any risk associated with an omission or miscalculation in pricing proposals, are carried by the bidder.

3.8 DELIVERY AND DOCUMENTS

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

INITIAL: PROJECT MANAGER/CHAIRPERSON:BSC

INITIAL: SERVICE PROVIDER

STANDARD RULES OF BIDDING FOR TERMS OF REFERENCE (TOR) OR REQUEST FOR PROPOSAL (RFP)

- 3.8.2 Reports shall contain accurate information as to enable the Department to monitor and manage the Contractor's performance in terms of this Contract.
- 3.8.3 All Documentation and Reports shall be in English.

3.9 PENALTY REGIME

- 3.9.1 Poor performance will result in penalties that include withholding of a minimum 30% of the total invoice of each affected phase / milestone until it is fixed before the final product is submitted. In the case where the performance has not been improved to the satisfaction of the Department and the final product is handed over, the original amount held back will not be paid over to the Service Provider under any circumstances. On the other hand an improved quality and/or performance, at the satisfaction of the Department, will require the outstanding part of the held back invoice to be paid to the Service Provider in full but with no additional interest.
- 3.9.2 The project milestones / phases are expected to be adhered to. Any deviation must be approved by the Department prior to any commencement of the changes. Failure to do so will result in a 5% non-payment of that particular and/or affected phase(s).
- 3.9.3 Notwithstanding item 6.9.2 above, failure to meet the deadline as stipulated in item 8 will result in 30% of the total outstanding payments for the project as whole not being paid over to the Service Provider if the poor performance is attributed to the Service Provider unless there is undisputed evidence that the fault lies with the Department."

3.10 TERMINATION

- 3.10.1 Should either Party fail to comply with any provision of this Contract the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of fourteen (14) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such written notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have :
- a. to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
 - b. to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party; or
 - c. to terminate this Contract and claim such damages as the aggrieved Party may have suffered from the defaulting Party."

INITIAL: PROJECT MANAGER/CHAIRPERSON:BSC**INITIAL: SERVICE PROVIDER**

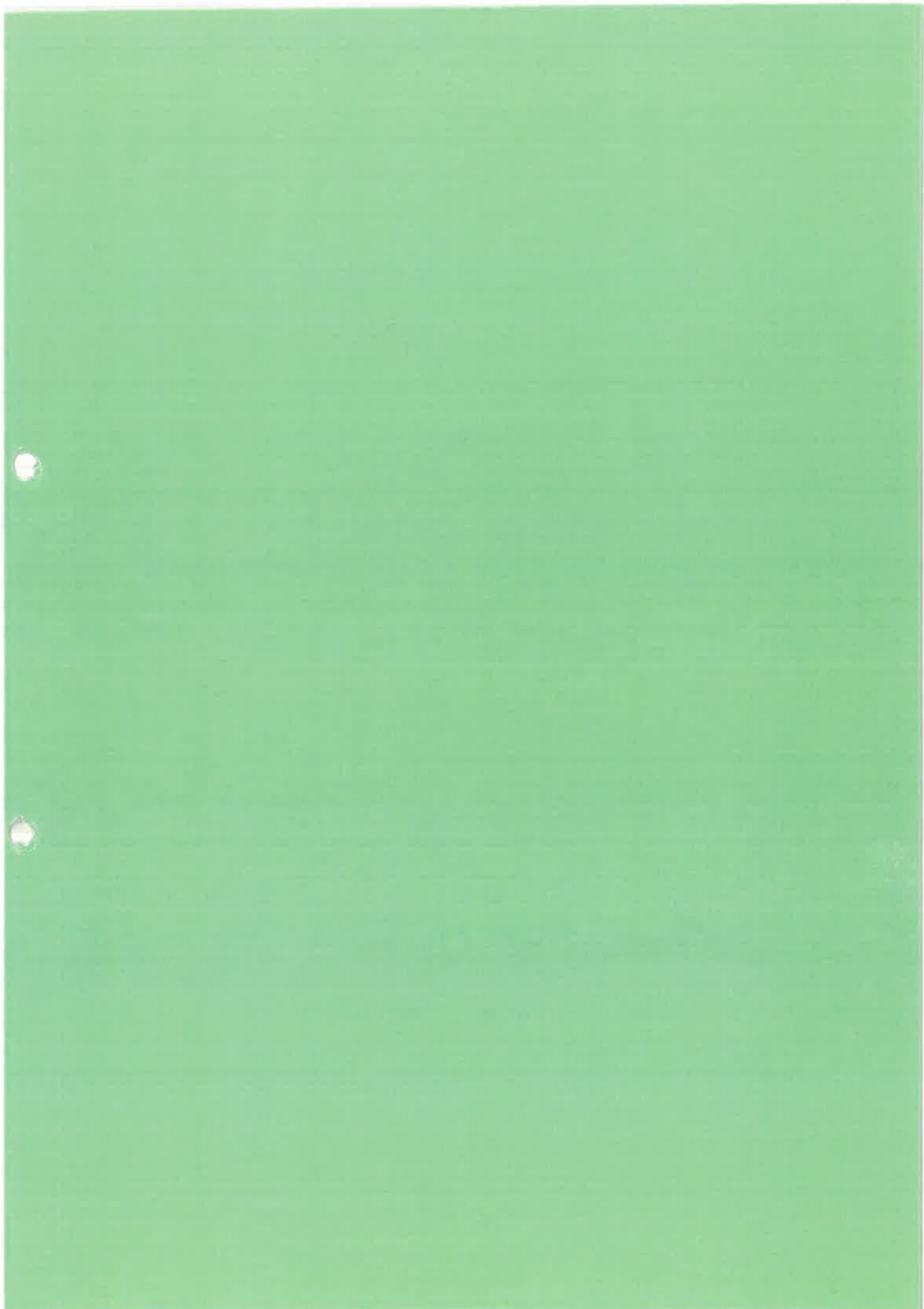
STANDARD RULES OF BIDDING FOR TERMS OF REFERENCE (TOR) OR REQUEST FOR PROPOSAL (RFP)

- 3.10.2 The Department may, without prejudice to any other rights it may have, terminate this Contract by written notice to the Contractor, upon the occurrence of the following events, namely if :
- a. the Contractor fails to adhere to set timeframes, service levels or service standards as determined in the TOR, SLA and/or Project Plan;
 - b. the Contractor, in the opinion of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
 - c. judicial execution is levied on the Contractor's goods and which remains unpaid for 14 days after attachment;
 - d. there has been a material defect, error or failure by the Contractor to comply with applicable laws or rules in the Bid or in the awarding of this Contract which is incapable of rectification and that requires this Contract to be terminated;
 - e. the Contractor, when advised that its Proposal has been accepted, has given notice of inability to sign or execute the Contract;
 - f. the Contractor has abandoned its obligations in terms of this Contract;
 - g. the Contractor has deliberately furnished inaccurate information in its Bid with regard to its previous experience relating to the Services, or with regard to any other material information;
or
 - h. the Contractor ceases to carry on business as the Contractor of the Service.
- 3.10.3 In the event that negotiations between the Department and the Preferred Service Provider/s fail with regard to the conclusion of a Contract, the Department reserves its right not to appoint the Preferred Service Provider/s without incurring any liability to compensate or reimburse the Preferred Service Provider/s.
- 3.10.4 In the event that the Contractor does not complete Services in terms of this Contract by the Completion Date, the Department may view this as a material breach of this Contract and claim specific performance, and/or damages.
- 3.10.5 The Preferred Service Provider may be required to enter into a Service Level Agreement (SLA) prior to appointment.
- 3.10.6 The individuals proposed for professional work on the project shall remain on the project unless the Department grants prior permission to change the team composition. Such permission will not be withheld unreasonably.
- 3.10.7 The Department reserves the right to terminate the Agreement in the event that no consensus can be reached on the terms and conditions of a subsequent Service Level Agreement."


END OF DOCUMENT

INITIAL: PROJECT MANAGER/CHAIRPERSON:BSC

INITIAL: SERVICE PROVIDER



DEPARTMENT OF TRANSPORT

CONTRACT OF SERVICE

ENTERED INTO BY AND BETWEEN THE DEPARTMENT OF TRANSPORT AND

PREAMBLE

WHEREAS, Department of Transport (DOT) has sourced the services of a Service provider to provide security services at the DOT Office.

AND WHEREAS Department of Transport seeks to ensure proper management of the relationship with the Service provider;

AND WHEREAS both parties seek to clarify their legal obligations and rights in respect of the services to be provided.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

1.1 **DEPARTMENT OF TRANSPORT**, a Government Department established in terms of section 7(4) (a) of the Public Service Act, 1994(Act 103 of 1994) duly represented by _____ in his/her capacity as the Chief Operating Officer and duly authorised thereto.

1.2 _____, a private company registered in terms of Companies Act No 71 of 2008, duly represented by _____ in his/her capacity as _____, who warrants that he/she has authority to enter into this agreement, (herein after referred to as the Service provider).

2. DEFINITIONS

In this agreement, unless the context clearly indicates the contrary, the following words and phrases shall bear the meaning assigned to them herein:

2.1 "**Agreement**" means the contents of this agreement and all annexures attached thereto;

2.2 "**Department**" shall mean "DOT";

2.3 "**Service provider**" shall mean a company appointed to render services;

2.4 "**Premises**" mean the premises occupied by the Department of Transport, at the following site:

2.4.1 Forum Building

Cnr Bosman & Struben Str

Pretoria

0001