Dear Sir / Madam

BID NUMBER: DOT/16/2019/COO

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

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

2. You are advised to acquaint yourself with the contents of the attached general conditions of contract and the checklist.

3. It will be expected of the successful bidder to sign a formal contract at this office within seven (7) days after receiving a letter of acceptance.

4. Kindly take note that this is a two envelope system (Technical and Financial) proposals must be marked and put in separate envelopes.
Annexure A which will be for Technical proposal and Annexure B for Financial proposal. Bids that do not comply with a two envelope system will be disqualified.

Kind Regards

[Signature]

For DIRECTOR GENERAL: TRANSPORT

DATE: 23.03.2020
CHECKLIST: DOT/16/2019/COO: APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SECURITY SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 24 MONTHS (TWO YEARS).

<table>
<thead>
<tr>
<th>NB</th>
<th>SERVICE PROVIDERS MUST INDICATE WITH A TICK</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Did you take note that bids submitted per mail must be sent per registered mail and reach the Department in time to be deposited in the Tender Box before the closing date and time?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Are you familiar with the contents of the SBD 1 Form? Did your authorised official <strong>complete and sign the SBD 1 Form</strong>?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Is the compulsory questioners fully completed and attached</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Bidders must submit one (1) original hard copy of the Technical proposal inside an envelope market “technical proposal” and four PDF format CD's/USB's of the technical proposal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Is the SBD 4 Form completed and signed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Is the SBD 6.1 Form completed and signed? In bids where consortia/joint ventures sub-contractors are involved, both parties must submit one B-BBEE Status Level Verification Certificate.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Is the SBD 8 Form completed and signed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Is the SBD 9 Form completed and signed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Have you taken note of the General Conditions of Contract and signed the bottom of each page thereof?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Please note that late bids will not be considered.</td>
<td></td>
<td></td>
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<tr>
<td>11</td>
<td>CSD registration report is attached, and all companies forming a JV/Consortium/Subcontract submitted their CSD report?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

.............................................. ..............................................
Signature Date

.............................................. ..............................................
Position Name of Bidder
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?

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

YES / NO

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.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?  

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?  

YES/NO

2.11.1 If so, furnish particulars:

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

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
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 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R5 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PRICE</strong></td>
</tr>
<tr>
<td><strong>B-BBEE STATUS LEVEL OF CONTRIBUTION</strong></td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard.
contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

(h) "contract" means the agreement that results from the acceptance of a bid by an organ of state;

(i) "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(k) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) "non-firm prices" means all prices other than "firm" prices;

(m) "person" includes a juristic person;

(n) "QSE" means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(p) "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(q) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

(r) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
3. ADJUDICATION USING A POINT SYSTEM
3.1 The bidder obtaining the highest number of total points will be awarded the contract.
3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
3.3 Points scored must be rounded off to the nearest 2 decimal places.
3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE
4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS
A maximum of 80 or 90 points is allocated for price on the following basis:

\[
P_{s} = 80 \left( 1 - \frac{P_{t} - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_{s} = 90 \left( 1 - \frac{P_{t} - P_{\min}}{P_{\min}} \right)
\]

Where
\[
\begin{align*}
P_{s} & = \text{Points scored for comparative price of bid under consideration} \\
P_{t} & = \text{Comparative price of bid under consideration} \\
P_{\min} & = \text{Comparative price of lowest acceptable bid}
\end{align*}
\]

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION
5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
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<td>4</td>
<td>5</td>
<td>12</td>
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<td>5</td>
<td>4</td>
<td>8</td>
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<tr>
<td>6</td>
<td>3</td>
<td>6</td>
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<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating
5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level 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.

5.8 A person 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 B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: \( \ldots \ldots \) (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

YES  NO

8.1.1 If yes, indicate:

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

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

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

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES  NO

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.................................................................

9.2 VAT registration number:..............................................................

9.3 Company registration number:.......................................................
9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

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

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

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

..............................................
Signature

..............................................
Date

..............................................
Position

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

Ja365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids' invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: (Name of Bidder) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\textsuperscript{3} will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   
   (a) prices;
   
   (b) geographical area where product or service will be rendered (market allocation)
   
   (c) methods, factors or formulas used to calculate prices;
   
   (d) the intention or decision to submit or not to submit, a bid;
   
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

\textsuperscript{3} Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

..........................................................  ..........................................................
Signature                                  Date

..........................................................
Position

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

Js914w 2
TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 24 MONTHS

1. PURPOSE
1.1. The Department of Transport (DOT) would like to invite bid proposals from competent service providers to render guarding security services for a period of 24 Months.

2. BACKGROUND
2.1 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.

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

2.3 The Department has traditionally operated on a hybrid security services. It is essential to source a service provider timely to ensure that service delivery is not disrupted.

3 SCOPE OF WORK
3.1 The service provider shall supply security officers that will render guarding security services on a 24/7 basis at the DOT, Forum Building for a fixed-term of twenty four (24) months. A detailed scope of work (Schedule of Security services and minimum requirements) which the service provider must comply with is attached hereto as Annexure A.

3.2 The Terms of Reference (TOR) and Schedule of Security Service, Minimum Requirements attached in Annexure A as well as the Service Level Agreement (SLA) constitute the
TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 24 MONTHS

contract in its entirety. Accordingly, each service provider must initial all the pages of the mentioned documents prior to submitting the bid documents.

3.3 The service provider must supply unarmed security officers as outlined below:

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

**DAYSHIIFT**

(Five Days a Week – excluding Public Holidays and Weekends)

<table>
<thead>
<tr>
<th>Area of Responsibility (Post)</th>
<th>Quantity</th>
<th>PSIRA Grade</th>
<th>Number of days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Total</td>
</tr>
<tr>
<td>Shift Supervisor</td>
<td>Yes</td>
<td>Yes</td>
<td>1</td>
</tr>
<tr>
<td>Parking entrance gate</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Basement exit gate</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Reception West Wing</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Reception East Wing</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>8</strong></td>
</tr>
</tbody>
</table>

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

**DAYSHIIFT**

(Monday to Sunday – including Public Holidays and Weekends)

<table>
<thead>
<tr>
<th>Area of Responsibility (Post)</th>
<th>Quantity</th>
<th>PSIRA Grade</th>
<th>Number of days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Total</td>
</tr>
<tr>
<td>Paul Kruger parking area</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>NPTR entrance point</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Outside building parking and roving patrol</td>
<td>3</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>6</strong></td>
</tr>
</tbody>
</table>
### Table 3: Security Officers for Nightshift - including Weekends and Public Holidays

**NIGHT SHIFT**

*(Seven Days a Week – including Public Holidays and Weekends)*

<table>
<thead>
<tr>
<th>Area of Responsibility (Post)</th>
<th>Quantity</th>
<th>PSIRA Grade</th>
<th>Number of days</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Total</td>
</tr>
<tr>
<td>Shift Supervisor</td>
<td>Yes</td>
<td>No</td>
<td>1</td>
</tr>
<tr>
<td>Parking entrance gate (perimeter protection)</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Basement exit gate (perimeter protection)</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Bosman Street exterior Perimeter Protection</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Struben Street Exterior Perimeter Protection</td>
<td>2</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>6</strong></td>
</tr>
</tbody>
</table>

3.4 The service provider must supply the following security equipment and aids:

### Table 4: Security Equipment and Aids

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base station radio</td>
<td>1</td>
</tr>
<tr>
<td>Hand-held two-way radios and chargers</td>
<td>12</td>
</tr>
<tr>
<td>Occurrence Book</td>
<td>1 (replenish once written in full)</td>
</tr>
<tr>
<td>Pocket books</td>
<td>All security officer (replenish once written in full)</td>
</tr>
<tr>
<td>Set of hand cuffs</td>
<td>1 per security officer</td>
</tr>
<tr>
<td>Baton stick</td>
<td>1 per security officer</td>
</tr>
</tbody>
</table>
TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 24 MONTHS

<table>
<thead>
<tr>
<th>Portable hand held metal detectors with chargers</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Torches</td>
<td>4</td>
</tr>
<tr>
<td>Electronic Guard Monitoring System</td>
<td>12 Clocking Points</td>
</tr>
<tr>
<td>Uniform</td>
<td>Formal</td>
</tr>
</tbody>
</table>

4. PROJECT PLAN
4.1 The bidder must provide a Comprehensive Operational Plan that clearly spell out the following requirements:

4.1.1 The operational management team that shall assume responsibility for the management of the contract and interaction with the Department.

4.1.2 Operational management plans to monitor and evaluate the effectiveness and efficiency in the provision of the guarding security services to the Department.

4.1.3 Plans and Procedures to deal with misconduct and other disciplinary action regarding their security officers.

4.1.4 Copies of site instructions entailing general security instructions that the security officers must comply with whilst on duty.

4.1.5 Details of on-going and/or refresher training and the intervals thereof that shall be provided to the security personnel who will be supplied.

4.1.6 Contingency plans for continued provision of the security services (replacement labour) in case the supplied security officers' embark on labour unrests or are prevented from reporting on duty due to similar labour unrests or other protest actions.

4.1.7 A monthly reporting template that will assist the Department to monitor and evaluate the performance of the service provider. The reporting template should capture, as a minimum the information under clause 7 of this TOR.

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

5. SECURITY SCREENING
5.1 The Department shall conduct security screening on the successful service provider prior to awarding the bid and failure to obtain a positive screening feedback shall lead to automatic disqualification.
5.2 The Department shall conduct a security screening process on all security officers supplied by the successful service provider prior allowing them to be deployed at the Department’s premises.

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

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

5.4.1 Certified copy of Grade 12 senior certificate;
5.4.2 Certified copy of the RSA Identity Document;
5.4.3 Certified copies of PSIRA registration certificate equivalent to or more that the prescribed grade.
5.4.4 Certified copy of SAPS criminal record clearance certificate which is not older than three months.

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

6.1.1 Project Manager
6.1.1.1 Post Grade 12/Matric qualification;
6.1.1.2 Minimum of 3 years relevant experience in the industry;
6.1.1.3 Grade A of PSIRA registration certificate; and
6.1.1.4 Attach Curriculum Vitae.

6.1.2 Supervisors
6.1.2.1 Grade 12/Matric qualification;
6.1.2.2 Minimum of 2 years relevant experience in the industry;
6.1.2.3 Grade B of PSIRA registration certificate; and
6.1.2.4 Attach Curriculum Vitae.

6.1.3 Security Officers
6.1.3.1 Grade 12/Matric qualification;
6.1.3.2 Grade C of PSIRA registration certification;
6.1.3.3 Attach Curriculum Vitae.
7. PERFORMANCE MONITORING AND EVALUATION

7.1 The successful service provider shall furnish the Department with a detailed performance report on a monthly basis. The reports shall contain accurate information so as to enable the Department to monitor, evaluate and manage the service provider's performance.

7.2 The reports and all other correspondences shall be in English.

7.3 As a minimum, the report shall contain the following information: Performance information in respect of the security officers supplied, security incidents/risks identified, corrective action undertaken, supervisory/management visits to inspect security officers, security officers' absence, misconduct and changes of security officers.

7.4 Indication of basic salaries paid to each security officer supplied, and reasons for shortfall. (Copies of payslip for each security officer should be supplied).

7.5 Proof of payment of monthly Provident Fund that are due for each security officer.

7.6 Proof of PSIRA annual returns for security officers supplied at the Department.

7.7 Any additional information that may be required by the Department from time to time.

7.8 The Department shall hold regular performance-related meetings with the service provider's designated senior official or manager on a regular basis. Issues discussed and decisions taken shall be reduced in writing and made available to both parties. The need-to-Know Principle in respect of sensitive information shall be observed at all times.

8. STAGES OF EVALUATION

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

8.2 EVALUATION STAGE 1: MANDATORY REQUIREMENTS

8.2.1 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.

8.2.2 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. 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. 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. Compliance should remain valid for
the duration of the contract.

8.2.3 Bidders are required to attend compulsory briefing sessions.

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

8.2.5 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.

8.2.6 Valid letter for tender purposes or certificate of compliance for Unemployment
Insurance Fund obtainable from the Department of Labour.

8.2.7 The service provider must submit the existing cover for Public Liability insurance
policy from a reputable insurance company or submit documentary proof/ letter of
intent/Quotation from registered insurers. The cover should be of the minimum value
of ten million rand (R10 m) and shall remain in force for the duration of the contract.

8.2.8 Valid PSIRA Letter of Good Standing.

8.2.9 Valid PSIRA registration certificate of the company and of individual directors, copy of
ID books and brief resume of the individual members/ owners/directors of the business
as they appear on the Companies and Intellectual Property Commission "CIPC"
registration documents.

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

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

9. EVALUATION STAGE 2: TECHNICAL REQUIREMENTS (FUNCTIONALITY)

9.1 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. 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. Functionality will be evaluated based on the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values. The evaluation of the functionality will be evaluated individually by members of BEC in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criteria ranges from: 1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent.

<table>
<thead>
<tr>
<th>Company experience and References: Minimum of 5 years experience of the firm in a security guarding services. (Reference letter under the client–company letter head, e.g. Department of Labour) with contactable details that confirms that the firm is successfully managing, or has previously managed projects of a similar nature must be attached.</th>
<th>30%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager to be utilized in the execution of the contract – please attach personnel CVs with skill(s)/ experience/ qualifications relating to guarding security services of the proposed Manager.</td>
<td>20%</td>
</tr>
<tr>
<td>Supervisors to be utilized in the execution of the contract – please attach personnel CVs with skill(s) experience/qualification(s) relating to security services</td>
<td>10%</td>
</tr>
<tr>
<td>Detailed proposed methodology of how the project will be executed that covers the proposed scope of work, proposed work schedule, proposed systems to be used, proposed resources and proposed time frames. A Comprehensive operational plan that address item No: 4 Project Plan above</td>
<td>40%</td>
</tr>
</tbody>
</table>

Provide a clear organogram indicating the management structure of the service provider, with full names and surnames of the job incumbents. The minimum management positions on the organogram should indicate the Chief Executive Officer, Human Resource Manager, Finance Manager, Operations Manager, and Operations Supervisors / Inspectors.

TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100%

| 100% |

Table 5: Evaluation criteria
Table 6: Scoring Criteria

<table>
<thead>
<tr>
<th>SCORING CRITERIA</th>
<th>1 = POOR</th>
<th>2 = AVERAGE</th>
<th>3 = GOOD</th>
<th>4 = VERY GOOD</th>
<th>5 = EXCELLENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company experience:</strong> Minimum of 5 years' experience of the firm in a security guarding services (Reference letter under the client-company letter head, (e.g. Department of Labour) with contactable details that confirms that the firm is successfully managing or has previously managed projects of a similar nature, must be attached). The reference letter must indicate the client's number of security officers supplied on a 24-hour basis, estimated value and duration of contract.</td>
<td>0 to 2 year of similar knowledge and experience</td>
<td>2 to 4 years of similar knowledge and experience</td>
<td>5 to 6 years of similar knowledge and experience</td>
<td>Over 7 to 9 years of similar knowledge and experience</td>
<td>Over 10 years of similar knowledge and experience</td>
</tr>
<tr>
<td></td>
<td>0-4 Guards</td>
<td>5-9 Guards</td>
<td>Over 10-14 Guards</td>
<td>15-18 Guards</td>
<td>Above 18 Guards</td>
</tr>
<tr>
<td><strong>Project Manager</strong> to be utilized in the execution of the contract—please attach personnel CVs with skill(s)/ experience/ qualification(s qualifications relating to guarding security services of the proposed Manager.</td>
<td>0 to 2 year of similar knowledge and experience</td>
<td>3 to 4 years of similar knowledge and experience</td>
<td>5 to 6 years of similar knowledge and experience</td>
<td>Over 7 to 9 years of similar knowledge and experience</td>
<td>Over 10 years of similar knowledge and experience.</td>
</tr>
<tr>
<td>SCORING CRITERIA</td>
<td>1 = POOR</td>
<td>2 = AVERAGE</td>
<td>3 = GOOD</td>
<td>4 = VERY GOOD</td>
<td>5 = EXCELLENT</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Supervisors</strong> to be utilised in the execution of the contract - please attach personnel CVs with skill(s) experience/qualification(s) relating to security services</td>
<td>0 to 2 year of similar knowledge and experience</td>
<td>3 to 4 years of similar knowledge and experience</td>
<td>5 to 6 years of similar knowledge and experience</td>
<td>Over 7 to 9 years of similar knowledge and experience</td>
<td>Over 10 years of similar knowledge and experience.</td>
</tr>
<tr>
<td><strong>Detailed proposed methodology of how the project will be executed</strong> that covers the proposed scope of work, proposed work schedule, proposed systems to be used, proposed resources and proposed time frames. A Comprehensive operational plan that address item No: 4 Project Plan above. Provide a clear organogram indicating the management structure of the service provider, with full names and surnames of the job incumbents. The minimum management positions on the organogram should indicate the Chief Executive Officer, Human Resource Manager; Finance Manager, Operations Manager and Operations Supervisors/Inspectors</td>
<td>No plan or irrelevant plan</td>
<td>Plan not addressing requirements</td>
<td>Plan indicating time frames Realistic Training and skills development plan, the organogram including a comprehensive operational plan</td>
<td>Plan indicating resources allocations Training and skills plan covering all areas under rate-3 and beyond</td>
<td>Plan indicating timeframes and resources allocations beyond expectation Training and skills programme covering all items on rating 4 and beyond</td>
</tr>
</tbody>
</table>
9.6 The Bids that fail to achieve a minimum of 70 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage.

10 EVALUATION STAGE 3: 80/20 PREFERENCE POINTS SYSTEM

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

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

10.3 During the opening of the financial proposals, bidders who do not comply with minimum labour requirement as stipulated in the TOR will be disqualified.

11. RULES OF BIDDING

11.1 FORMAT AND SUBMISSION OF BIDS

11.1.1 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.

11.1.2 Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing. Supporting documents required for compliance including all the SDB documents except for SBD 1 and SBD 3.1, 3.2 or 3.3, must be submitted together with the technical proposal.

11.1.3 Format of submission of proposals:

11.1.3.1 Envelopes must be clearly marked with Company name, DOT number and whether it is the technical or financial response; and

11.1.3.2 Proposals must be submitted as one (1) original and four protected soft copies. Soft copies must be exact copies of the original document, and should be labelled properly.

11.1.4 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.

11.1.5 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.
TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF
TRANSPORT FOR A PERIOD OF 24 MONTHS

11.1.6 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.

11.1.7 DOT reserves the right to accept or consider any bid in full or in part or any responses
or submissions in relation thereto.

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

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

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

11.1.11 The Department shall publish 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.

12. COMPULSORY INFORMATION SESSION

12.1 A compulsory briefing and site inspection sessions will be held at the Department as
detailed in the Advert. The compulsory briefing and site Inspection session provides
bidders with an opportunity to clarify aspects of the process as set out in this document
and to address any substantive issues that bidders may wish to raise. Any briefing
notes, which may be issued by the Department to the service providers, should be
considered as part of this project.

12.2 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.

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

13.1 The successful bidder must obtain prior DOT approval to sub-contract, and/or amend
the sub-contracting arrangements.

13.2 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
TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
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TRANSPORT FOR A PERIOD OF 24 MONTHS

signed by a duly authorized person.

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

13.4 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:

13.4.1 the conditions under which the consortium will function;

13.4.2 its period of duration;

13.4.3 the persons authorized to represent it;

13.4.4 the participation of the several parties forming the consortium;

13.4.5 the benefits that will accrue to each party; and

13.4.6 any other information necessary to permit a full appraisal of its functioning.

14. TERMS AND CONDITIONS

14.1 The Department reserves the right to amend, modify or withdraw this 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.

14.2 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.

14.3 The costs of preparing proposals and of negotiating the Contract will not be reimbursed.

14.4 The Department also reserves the right to call interviews with short-listed service providers before the final selection, and to negotiate price with the preferred service providers.

14.5 Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the Contract is awarded. Any effort by a service provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.

14.6 Bid submission requirements must be completed in sections and appendices provided in the bid document.

14.7 In the event of conflict between the TOR and the service provider's bid documents, the TOR shall take precedent and apply.
13.8 The service provider must compensate the security officers in accordance with or above the minimum wage as determined and gazetted in the relevant Sectoral Determination by the Minister of Labour from time to time.

14.9 The Department reserve the right to request proof that security officers supplied at the Department are compensated in accordance or above the minimum wage as per the applicable Sectoral Determination.

14.10 Service providers should clearly indicate the estimated annual price escalation and the date and period in which such price escalation will come into effect.

14.11 **ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT NATIONAL TREASURY.** More information in this regard is available on www.ocpo.treasury.gov.za. Proof of registration must be submitted together with the technical proposal.

14.12 Bidders may provide any additional information deemed important for the DOT to consider.

14.13 Prospective Bidders must at all times comply with the Department’s Supply Chain rules and processes with regard to all projects and payments.

14.14 Proof of quotations is required for Public Liability Insurance for bidding process; however proof of cover or contract/ agreement **must** be submitted by the successful bidder within the period of seven working days after the award. The department reserves the right to cancel the contract if these required documents are not submitted within the specified time.

14.15 Letter for tender purposes or letter of good standing for UIF and COIDA is required for bidding process. However, the successful bidder must submit proof of registration within the period of seven working days after the award. The department reserves the right to cancel the contract if the required documents are not submitted within the specified time.

15. **CONFIDENTIALITY AND CUSTODY OF SERVICE DOCUMENTS**

15.1 Any information supplied to or obtained by the service provider or its security officers during the course of the contract shall be treated as confidential and not divulged to any other third party.

15.2 Reports and records (including Occurrence Book and pocket books) generated by the service provider, or security officers in respect of their duties during the course of the contract, shall be treated as confidential, and shall be handed over to the Department for safe-keeping.

15.3 No material or information derived from the provision of the services under the Contract
TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 24 MONTHS

may be used for any purposes other than those of the Department, except where authorized in writing to do so. All information will be held strictly confidential. The successful service provider may be required to sign a Confidentiality Agreement with the Department.

16. PENALTY REGIME

16.1 The Department reserves the right to deduct a pro-rata amount from the payment due to the service provider in respect of short-posting, late-posting, failure to supply the required security officers or any contractual breach.

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

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

17. CANCELLATION OF THE CONTRACT

17.1 The Department reserves the right to cancel the contract forthwith and to terminate the services of the successful service provider without prior notice to do so if the successful service provider becomes unable for any reason whatsoever to implement any of the terms of the contract due to causes within his/her control or delay without proper cause, proof of which shall rest on the successful service provider. In such an event, the successful service provider shall, when called to do so, hand over to the Department all documents and papers which are related to the project.

17.2 The Department may at any time discontinue the services of the successful service provider, within one (1) calendar months' notice and without any obligation to allow the successful service provider to execute the remainder of the services. The Department will also have the right to ask for new bid for the remainder of the services, which might exclude the successful service provider, should the Department not be satisfied with the executing of any part of the services

17.3 Should the contract be cancelled in terms of paragraph 17.1 above, the quantum of remuneration due to the successful service provider for services rendered prior to the date of the termination of the Agreement shall be determined between the Department and the successful service provider.
18. BREACH

18.1 In the event that either party fails to perform any of its duties or responsibilities as contained in this Agreement, the aggrieved party shall give a written notice to the defaulting party, calling upon them to rectify their default within three (3) days.

18.2 In the event that the defaulting party fails to rectify the default within the period provided, the aggrieved party shall hold them in breach of the agreement and the aggrieved party may:

18.2.1 Cancel this Agreement without any further notice; and/or
18.2.2 Institute legal proceedings for damages.

19. CESSION CLAUSE

19.1 No party shall have the right to cede, assign or delegate any of its right or obligations in terms of this agreement to a third party.

19.2 Each party warrants that it is not acting as an agent for an undisclosed principal.

20. CONTACT DETAILS

Table 7: Contact Details

<table>
<thead>
<tr>
<th>ADMINISTRATION CONTACT</th>
<th>TECHNICAL CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bidding Office</strong></td>
<td><strong>Project Manager</strong></td>
</tr>
<tr>
<td><strong>Name:</strong> Mr Lucky Mashile</td>
<td><strong>Name:</strong> Mr Simon Mahlo</td>
</tr>
<tr>
<td><strong>Directorate:</strong> Supply Chain Management</td>
<td><strong>Directorate:</strong> Security Services</td>
</tr>
<tr>
<td><strong>Telephone:</strong> (012) 309-3429/3011</td>
<td><strong>Telephone:</strong> (012) 309-3107</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:MashileL@dot.gov.za">MashileL@dot.gov.za</a></td>
<td><strong>Email:</strong> <a href="mailto:MahloS@dot.gov.za">MahloS@dot.gov.za</a></td>
</tr>
</tbody>
</table>
TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 24 MONTHS

ANNEXURE A

SCHEDULE OF SECURITY SERVICE AND MINIMUM REQUIREMENTS

1. PURPOSE OF WORK

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

2. SHIFT SCHEDULE

2.1 Day and Nightshift as per Scope of Work.

3. SECURITY EQUIPMENT AND AIDS:

3.1 Corporate security uniform with clear identification name or logo of the service provider.
3.2 The Security Industry Regulatory Authority (PSIRA) registration cards that shall be worn conspicuously on the outer garment by all security officers at all times whilst on duty;
3.3 1 x base station radio;
3.4 12 x two-way radios;
3.5 Occurrence books (which shall be handed over to the Department once written in full).
3.6 Individual security officers pocket books;
3.7 Set of handcuffs per each security officer on duty;
3.8 1 x baton stick for each security officer on duty; and
3.9 Guard monitoring system with a minimum of 12 clocking points.
4. LEGAL REGISTRATIONS AND COMPLIANCE

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

5. SECURITY OFFICERS EDUCATIONAL REQUIREMENTS

5.1 The security officers must be registered in terms of the Private Security Industry Regulation Act 56 of 2001 and accredited by the PSIRA to the appropriate grades as required by the Department;

5.2 The security officers must be in possession of at least Grade 12 (Matric);

5.3 Security officers should be able to communicate, read and write in English and two other official languages; and

5.4 Security officers must not be younger than 18 years of age and must have had at least two (2) years of guarding security service experience.

6. SECURITY OFFICERS DEPORTMENT

6.1 Security officers must always present an acceptable image and appearance which implies inter alia that they may not sit down, lounge about, smoke, eat or drink while attending clients;

6.2 They must at all times present a professional and dedicated attitude/approach, which shall imply, inter alia that there shall be no unnecessary argument with visitors/staff or discourteous behaviour towards them;

6.3 They must be physically fit and mentally capable to execute their security duties; and

6.4 The service provider or its security officers will under no circumstance divulge, furnish or disclose any sensitive information concerning the Department or any other parties' activities to the public or news media.

7. INSPECTIONS BY SUPERVISORY/MANAGEMENT STAFF

7.1 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.
8. ON-SITE SUPERVISION AND REPORTING PROTOCOL

8.1 The security officers provided and placed on site by the Service Provider shall be subject to day-to-day supervision by the Department’s security personnel. Such supervision shall include, but is not limited to:

8.1.1 Giving instructions and orders; and

8.1.2 Redeploying the security officers within the premises as may be necessary.

8.2 Perusing security registers and any other relevant material used by the security officers.

9. SECURITY DUTIES & RESPONSIBILITIES

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

9.1.1 Legislative Access Control Requirements and Duties

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

a) Furnish his/her name, address and any relevant information required by the authorized officer;

b) Produce proof of his/her identity to the satisfaction of the authorized officer;

c) Declare whether he/she has any dangerous object in his possession or custody or under his control;

d) Declare what the contents of any vehicle, suitcase, attaché case, bag, handbag, folder, envelope, parcel or container of any nature which he has in his possession or custody or under his control, and show those contents to him;

e) Subject him/herself and anything which he/she has in his/her possession or custody or under his/her control to an examination by electronic or other apparatus in order to determine the presence of any dangerous object; and

f) Hand to an authorized officer anything which he/she has in his possession or custody or under his/her control for examination or custody until he/she leaves the premises.

9.1.2 Vehicle Entrance Boom Gate

9.1.2.1 Prevent unauthorized vehicles from entering the boom gate.

9.1.2.2 Detect and prevent passengers and pedestrians from entering the building through the boom gate.
9.1.2.3 Detect, identify and assist authorized employees whose fingers do not read on the biometric access control reader.

9.1.2.4 Detect and immediately report instances where access control system (boom, housing, reader or any devices) are not working or broken.

9.1.2.5 Search vehicles entering the boom gate as per instructions provided by the Directorate: Security Services.

9.1.2.6 Search all refuse bins removed from the premises through the boom gate.

9.1.2.7 Allow and facilitate access of employees and visitors as arranged and informed by the Directorate: Security Services.

9.1.2.8 Close and lock the steel gate between 18:00 Monday to Friday and open it as may be necessary for operational reasons only.

9.1.2.9 Keep steel gate closed and locked on weekends and public holidays. Open it as may be necessary for operational reasons only.

9.1.2.10 Maintain a level of security alertness and vigilance over the surroundings of the security duty point and report all incidents or suspicious activities.

9.1.2.11 Keep and utilize serviceable security equipment at all times.

9.1.2.12 Conduct security patrols during the night, weekends and public holidays as per Security Patrol Plan issued by the Directorate: Security Services.

9.1.2.13 Produce accurate daily reports and statistics in respect of the activities outlined above.

9.1.3 Vehicle Exit Boom Gate

9.1.3.1 Detect and prevent passengers and pedestrians from exiting the building through the boom gate.

9.1.3.2 Detect, identify and assist authorized employees whose fingers do not read on the biometric access control reader.

9.1.3.3 Detect and immediately report instances where access control system (boom, housing, reader or any devices) are not working or broken.

9.1.3.4 Search vehicles exiting the boom gate as per instructions provided by the Directorate: Security Services, e.g., Departmental assets.

9.1.3.5 Search all refuse bins removed from the premises through the boom gate.

9.1.3.6 Allow and facilitate exit of employees and visitors as arranged and informed by the Directorate: Security Services.

9.1.3.7 Close and lock the steel gate between 18:00 Monday to Friday and open it as may be necessary for operational reasons only.
TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO
RENDER GUARDING SECURITY SERVICES FOR THE DEPARTMENT OF TRANSPORT
FOR A PERIOD OF 24 MONTHS

9.1.3.8 Keep steel gate closed and locked on weekends and public holidays. Open it as may
be necessary for operational reasons only.

9.1.3.9 Maintain a level of security alertness and vigilance over the surroundings of the
security duty point and report all incidents or suspicious activities.

9.1.3.10 Keep and utilize serviceable security equipment at all times.

9.1.3.11 Conduct security patrols during the night, weekends and public holidays as per

9.1.3.12 Produce accurate daily reports and statistics in respect of the activities outlined
above.

9.1.4 Reception X-Ray Machine West and East Wing

9.1.4.1 X-Ray Machine Operation

a) Check if every visitor has Visitor’s card and is accompanied by the host. If not, refer
the visitor to the Reception Desk or ask him/her to take a seat and wait for the host.

b) Prevent any unauthorised person from entering the building.

c) Screen all bags, parcel or any luggage through the x-ray machine belt, in and out.
Look out for dangerous weapons such as firearm, knives, sharp objects, etc. If
same is discovered it should be confiscated except for a firearm, which should be
recorded and safely locked in the firearm safe facility.

d) In case of a large baggage or parcel that cannot fit in the X-Ray machine, the
security officer should physical search it.

e) Ensure that visitors drop their Visitor’s Cards at the Turnstile drop-off facility when
they exit the building.

f) Immediately report non-operation of the X-ray machine, walkthrough detector as
well as turnstiles, and keep an hourly record of such non-operation by recording in
pocket books and Occurrence Book.

g) Maintain a level of security alertness and vigilance over the surroundings of the
security duty point and report all incidents or suspicious activities.

h) Keep and utilize serviceable security equipment at all times.

i) Conduct security patrols during the night, weekends and public holidays as per
9.1.4.2 Walkthrough Metal Detector

a) Ensure that people entering the building are screened through the walk through-detectors. This requires that every person is required to removed metal items from his/her pockets before crossing through the metal detector.

b) Keep record of and immediately report people who refuse to comply with this security requirement.

c) Only the Minister, Deputy Minister, their Protectors and members of SAPS and SANDF and other peace officers, whilst on official duties are exempted from the above security screening (through X-ray machine and walk through detector).

9.1.5 National Public Transport Regulator's Offices

9.1.5.1 Prevent unauthorised people from entering the building.

9.1.5.2 Keep record of and immediately report people who refuse to comply with this security requirement.

9.1.5.3 Screen all bags, parcel or any luggage through the x-ray machine belt in and out. Look out for dangerous weapons such as firearm, knifes, sharp objects, etc. If same is discovered, prevent the person from entering and direct him/her to the reception to deposit it in the firearm safe facility.

9.1.5.4 In case of a large baggage or parcel that cannot fit in the X-Ray machine, the security officer should physical search it.

9.1.5.5 Immediately report non-operation of the X-ray machine and keep an hourly record of such non-operation by recording in pocket books and Occurrence Book.

9.1.5.6 Maintain a level of security alertness and vigilance over the surroundings of the security duty point and report all incidents or suspicious activities.

9.1.5.7 Keep and utilize serviceable security equipment at all times.

9.1.5.8 Lock and man the door during elevated threat level and open it as when safe to do so.

9.1.5.9 Execute any other duties as may be required form time to time.

9.1.6 Parking Area Outside Reception

9.1.6.1 Reserve parking for visitors coming for official business to the Department;

9.1.6.2 Ensure that no vehicular traffic congestion occur in front of the reception;

9.1.6.3 Ensure that the Minister's drop off zone is always open and unobstructed;

9.1.6.4 Maintain daily statistics of visitors attended to;
9.1.6.5 Maintain a level of security alertness and vigilance over the surroundings of the security duty point and report all incidents or suspicious activities; and

9.1.6.6 Keep and utilize serviceable security equipment at all times.

9.1.7 **Paul Kruger Street Parking Area**

9.1.7.1 Ensure that only authorized employees use the parking area;

9.1.7.2 Ensure that each employee using the parking facility complete the appropriate security registers;

9.1.7.3 Ensure that no vehicular traffic congestion occur at the parking area;

9.1.7.4 Maintain daily statistics of visitors who utilized the parking area;

9.1.7.5 Maintain a level of security alertness and vigilance over the surroundings of the security duty point and report all incidents or suspicious activities;

9.1.7.6 Keep and utilize serviceable security equipment at all times.

9.1.8 **Security Patrols**

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

a) Take full responsibility for the perimeter protection of the premises to prevent acts of criminality.

b) Protect the Department’s staff members against injuries, death or any other offence including Schedule 1 offence of the Criminal Procedure Act 51 of 1977, as amended,

c) Protect the property of Department at the site against theft, vandalism or any other criminal activities,

d) Ensure that all strategic installations, vulnerable points or key areas are frequently checked to maintain their safety and security against intrusion for any unauthorized purpose,

e) Check for intruders, identify strangers and ascertain their right to be present in that particular area or building,

f) Check that all outer doors, windows and gates are secure each time the patrol passes. A physical examination of each point is required,

g) Check for actual or potential fire/safety hazards and risks, and report them.
9.1.9 Arrest

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

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 providers 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 fulfillment 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 ________________________________

_____________________________

_____________________________

_____________________________
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 .................. DAY OF ........................................ 20____. ..............................................................

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

DEPARTMENT OF TRANSPORT

Forum Building

CNR STRUBEN & BOSMAN STREET

PRETORIA

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FOR AND ON BEHALF OF ____________________________

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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 times.

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 5 (five) 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 visitor
- 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 or 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 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

Should DOT suffer a loss under the watch of the service provider, the DOT may require the service provider to provide a written report which will be assessed by the Department indicating why they should not be held liable for the loss.

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.
THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010
NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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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
1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:
   (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier’s performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for Insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)
PART A
INVITATION TO BID

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

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>DOT/18/2019/COO</th>
<th>CLOSING DATE:</th>
<th>14 APRIL 2020</th>
<th>CLOSING TIME:</th>
<th>11:00</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>APPOINTMENT OF A SERVICE PROVIDER TO RENDER GUARDING SECURITY SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 24 MONTHS (TWO YEARS)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</th>
</tr>
</thead>
</table>

159 FORUM BUILDING, CORNER OF BOSMAN AND STRUBEN STREET IN PRETORIA, DEPARTMENT OF TRANSPORT.

PRIVATE BAG X 193

PRETORIA

0001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

<table>
<thead>
<tr>
<th>CONTACT PERSON</th>
<th>MR JOHN MASHININI</th>
</tr>
</thead>
<tbody>
<tr>
<td>TELEPHONE NUMBER</td>
<td>012 309-3045</td>
</tr>
<tr>
<td>FACSIMILE NUMBER</td>
<td>086 450 5392</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:MashiniJ@dot.gov.za">MashiniJ@dot.gov.za</a></td>
</tr>
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TECHNICAL ENQUIRIES MAY BE DIRECTED TO

<table>
<thead>
<tr>
<th>CONTACT PERSON</th>
<th>MR SIMON MAHLO</th>
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<tbody>
<tr>
<td>TELEPHONE NUMBER</td>
<td>012 309-3107</td>
</tr>
<tr>
<td>FACSIMILE NUMBER</td>
<td></td>
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<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:MahloS@dot.gov.za">MahloS@dot.gov.za</a></td>
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SUPPLIER INFORMATION

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
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<tr>
<td>POSTAL ADDRESS</td>
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<td>STREET ADDRESS</td>
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<tr>
<td>TELEPHONE NUMBER CODE NUMBER</td>
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<td>CELLPHONE NUMBER</td>
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<td>FACSIMILE NUMBER CODE NUMBER</td>
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<tr>
<th>VAT REGISTRATION NUMBER</th>
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<tr>
<th>SUPPLIER COMPLIANCE STATUS</th>
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<tr>
<td>TAX COMPLIANCE SYSTEM PIN:</td>
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<td>OR</td>
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<tr>
<th>CENTRAL SUPPLIER DATABASE No:</th>
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<tr>
<td>MAAA</td>
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<table>
<thead>
<tr>
<th>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</th>
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<tbody>
<tr>
<td>TICK APPLICABLE BOX]</td>
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<tr>
<th>Yes</th>
<th>No</th>
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<table>
<thead>
<tr>
<th>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</th>
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<tr>
<td>[TICK APPLICABLE BOX]</td>
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<tr>
<th>Yes</th>
<th>No</th>
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[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]

<table>
<thead>
<tr>
<th>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?</th>
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<tbody>
<tr>
<td>[IF YES ENCLOSURE PROOF]</td>
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<tr>
<th>Yes</th>
<th>No</th>
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<tr>
<th>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORKS OFFERED?</th>
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<tr>
<td>[IF YES, ANSWER PART B.3 ]</td>
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<tr>
<th>Yes</th>
<th>No</th>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

<table>
<thead>
<tr>
<th>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</th>
</tr>
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<tbody>
<tr>
<td>[YES] [NO]</td>
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<tr>
<th>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</th>
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<tr>
<td>[YES] [NO]</td>
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<tr>
<th>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</th>
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<tr>
<td>[YES] [NO]</td>
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<tr>
<th>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</th>
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<tr>
<td>[YES] [NO]</td>
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<tr>
<th>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</th>
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<tr>
<td>[YES] [NO]</td>
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</table>

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 / CSN NUMBER.

2.6. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.*

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

SIGNATURE OF BIDDER: .................................................................

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

DATE: .................................................................
### PRICING SCHEDULE
(Professional Services)

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY <em>(ALL APPLICABLE TAXES INCLUDED)</em></th>
</tr>
</thead>
</table>

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.

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

<table>
<thead>
<tr>
<th>PERSON AND POSITION</th>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
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4. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

<table>
<thead>
<tr>
<th>PHASE</th>
<th>COST PER PHASE</th>
<th>MAN-DAYS</th>
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5.1 **Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable.** Proof of the expenses incurred must accompany certified invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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**TOTAL: R.................................**

**“all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.**
5.2 Other expenses, for example accommodation (specify, e.g. 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.

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<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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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
Mr John Mashinini
Supply Chain Management
Tel: 012 309-3045

Or for technical information –

DEPARTMENT OF TRANSPORT
Mr. Simon Mahlo
Tel: 012 309-3107
E-mail: MahloS@dot.gov.za
ANNEXURE B