



PROVISION OF SECURITY SERVICES TO THE RTMC AT BOEKENHOUTKLOOF TRAFFIC COLLEGE

RTMC BID NO:13/2016/17

SECTION: 1

CONDITIONS AND UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

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1. **Proprietary Information**

Road Traffic Management Corporation (RTMC) considers this bid and all related information, either written or verbal, which is provided to the bidder, to be proprietary to RTMC. It shall be kept confidential by the bidder and its officers, employees, agents and representatives. The bidder shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of RTMC.

2. **Enquiries**

- 2.1 All communication and attempts to solicit information of any kind relative to this bid should be channeled to the email below, however such such enquiries will be entertained until within ten days of publication on tender bulletin and National Treasury tender portal

Name	RTMC
Email Address	Bidadmin@rtmc.co.za

- 2.2 All the documentation submitted in response to this bid must be in English.
- 2.3 The RTMC may respond to any enquiry in its sole discretion and the bidder acknowledges that it will have no claim against the RTMC on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

3. **Validity Period**

Responses to this bid received from bidders will be valid for a period of **120 days** counted from the closing date of the bid.

4. **Supplier Performance Management**

- 4.1 Supplier Performance Management is viewed by the RTMC as critical component in ensuring value for money acquisition and good supplier relations between the RTMC and all its suppliers.
- 4.2 The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the RTMC, which will form an integral part of the agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value-add to RTMC business.

5. **Instructions on submission of Bids**

- 5.1 Bids should be submitted in **Five (5) copies** and one all bound in a sealed envelope endorsed, **RTMC BID 13/2016/17: Provision of Security Services to the RTMC at Boekenhoutkloof Traffic College.**
- 5.2 The sealed envelope must be placed in the bid box at the Main Reception area of the RTMC Building, Boardwalk Office Park, Boardwalk Boulevard, Phase 5, Faerie Glen, Pretoria East by no later than **11:00 AM on 16 January 2017.**
- 5.3 **Compulsory Site inspection will be held on the 09 December 2016 at 10h00, Boekenhoutkloof Traffic College, Cnr Sandui and Kenneth Road, Rietfontein, Pretoria West Mahem. GPS Coordinates : 25° 42' 45.4" South,
28°04'35.0" East**
- 5.3.1 **Direct contact to the venue person : 012 372 8053 Switchboard 012 372 8000**
- 5.4 A valid tax clearance certificate must be included in the bid response, or proof of application endorsed by SARS in this regard.
- 5.5 The bidder's company name, closing date and the return address must also be endorsed on the envelope.
- 5.6 All bids submitted must be signed by a person or persons duly authorised thereto.
- 5.7 If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the bid box. The RTMC will not be held responsible for any delays where documents are not placed in the bid box before closing time.
- 5.8 Bid received by telegram, telex, email, facsimile or similar medium will not be considered.
- 5.9 Where a bid document is not placed in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **Late bids will not be considered.**
- 5.10 Amended bids may be sent in an envelope marked "**Amendment to Bid**" and should be placed in the bid box before the closing time.

- 5.11 Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by RTMC in regard to anything arising from the fact that pages are missing or duplicated.

6. Undertakings by the Bidder

- 6.1 The bidder accepts that all costs incurred in preparation, presentation and any demonstration in relation to this bid shall be for the account of the bidder.
- 6.2 The bidder hereby offer to render all or any of the services described in the attached documents to the RTMC on the terms and conditions and in accordance with the specifications stipulated in this bid documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
- 6.3 The bidder shall prepare for a possible presentation should RTMC require such and the bidder shall be notified thereof no later than 4 (four) days before the actual presentation date. Such presentation may include demonstration of products or services as called for by the RTMC in relation to this bid.
- 6.4 The successful bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 6.5 The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk

7. RTMC's Rights

- 7.1 The RTMC reserves the right not to accept the lowest bid or any bid in part or in whole. RTMC normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is technically acceptable and/or financially advantageous to the RTMC.
- 7.2 The RTMC also reserves the right to award this bid as a whole or in part without furnishing reasons.

- 7.3 The RTMC reserves the right to conduct a site visit at the premises of the offices or at any client sites if so required.
- 7.4 The RTMC reserves a right to amend any bid conditions, validity period, specifications, or extend the closing date of bid prior to the initially stated closing date. Bidders will be advised in writing of such amendments in good time.
- 7.5 The RTMC reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the RTMC to conduct background checks on the bidding entity and any of its directors/trustees/shareholders/members.

8. Supplier Development and Promotion of Emerging Black Owned Service Provider

- 8.1 The RTMC promotes enterprise development. In this regard, successful bidders are encouraged to mentor SMME's and/or Youth owned businesses. The implications of such arrangement will be subject to negotiations between the RTMC and the successful bidder.
- 8.2 It is also the objective of the RTMC to promote transformation of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this bid would be undertaken by black owned entities.
- 8.3 To give effect to this requirement, bidders are required to submit a partnership/ subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring.

9. Bidders Details and Contact Person

DETAILS OF BIDDERS			
Name of your Company (in block letters)			
Signature(s) of the Bidder or assignee(s)		Date	
Name of person signing (in block letters)			
Capacity			
Are you duly authorized to sign this Bid?			
Company Registration Number			
VAT Registration Number			
Postal address (in block letters)			
Physical address (in block letters)			
Domicilium citandi et executandi in the RSA (full street address) (in block letters)			

DETAILS OF THE CONTACT PERSON	
Name of Contact Person	
Telephone Number	

Fax Number	
Cellphone Number	
E-Mail Address	

10. **RESPONSE FORMAT**

Bidders shall submit their responses in accordance with the response format specified below (each schedule must be clearly marked):

10.1 **Cover Page:**

10.1.1 The cover page must clearly indicate the bid reference number, bid description and the bidder's name

10.1.2 **Annexure 1** Invitation to Bid (SBD 1 - duly completed and signed)

10.2 **Schedule 1:**

10.2.1 Executive summary of the bidder's Company/Joint Venture/Partnership/Close Corporation.(Agreements/ supporting documentation must be attached and any amendments post award should be approved by RTMC)

10.2.2 **Annexure 2** of this bid document (Duly completed and Signed)

10.3 **Schedule 2:**

10.3.1 Original and Valid Tax clearance certificate(s); please refer to annexure below:

Annexure 3 Tax Clearance Certificate Requirements

10.3.2 Certified copies of your CIPRO company registration documents listing all members with percentages, in case of a CC. Or latest certified copies of all share certificates in case of a company;

10.3.3 B-BBEE Certificate verified by a SANAS accredited verification agency or a letter from the supplier's auditor. In case where a Joint Venture/Consortium is formed a combined B-BBEE Certificate must be provided.

10.3.4 **Annexure 4** Declaration of Interest (SDB 4)

10.3.5 **Annexure 5** Declaration of Bidders Past SCM Practices (SBD 8)

10.3.6 **Annexure 6** Certificate of Independent Bid Determination (SBD 9)

10.3.7 **Annexure 7** Joint Venture/Consortium Agreement (In case of Consortium or Joint Venture)

Note: Where bidders form a Consortium or a Joint Venture, bidders must submit all documents as listed under Schedule 2 above for each party to the Consortium or Joint Venture.

10.4 Schedule 3:

10.4.1 Responses to **Section Two** of this document, in line with the format indicated in this bid document.

10.5 Schedule 4:

10.5.1 A detailed pricing schedule breakdown for the bid including any supporting schedules on price determination. **The price schedule must be submitted on a separate sealed envelope.**

10.5.2 **Annexure 7** Price Schedule Summary (SBD 3.3)

10.5.3 **Annexure 8** Preferential Point Claim (SBD 6.1) and B-BBEE Certificate

11. SPECIAL INSTRUCTIONS TO BIDDERS

11.1 Bidders shall provide full and accurate answers to the questions posed in this document.

11.2 Bidders **must** substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/technical requirements. All documents as indicated must be supplied as part of the bid response.

11.3 RTMC reserves the right to appoint more than one service provider in order to ensure prompt delivery and efficiency of the service.

12. EVALUATION CRITERIA

The bid will be evaluated on a three stage process. Stage 1 will be on Mandatory requirements, Stage 2 will be on Functionality and Stage 3 will be on 90/10 Price and B-BBEE.

(a) Stage 1 – Mandatory

Stage1 will be on Mandatory Requirements. Bidders who fail to meet all the mandatory requirements will be disqualified from further evaluation.

(b) Stage 2 – Functionality Evaluation

NB: Only bidders that meet the minimum requirements will be eligible for consideration for Stage 3.

(c) Stage 3 - Price and B-BBEE

NB: This will be on 90/10

12.1 STAGE 1 – MANDATORY REQUIREMENTS

ITEM	DESCRIPTION	YES	NO
1	Organisational Registration: Provide the following:: <ul style="list-style-type: none"> a. Company PSIRA registration certificate b. Company Director's PSIRA registration c. Company Profile d. Letter of Good Standing (COID) 		
2	Staff Registration: Provide the following <ul style="list-style-type: none"> a. Proof of registration of Grade C armed, Grade B & Grade D b. Proof of firearm competency certificates for Grade C 		
3	Bidders will be required to provide proof of financial sustainability or financial statement or a letter from a financial institution indicating commitment to provide funding for the project prior to the commencement of the project.		
4	Company capabilities: Indicate the company's existing capabilities and infrastructure including the following:- <ul style="list-style-type: none"> a. Existing Control Room b. Vehicles 		

ITEM	DESCRIPTION	YES	NO
	c. Other security assets		
5	Comprehensive Insurance including Public Liability Bidders to submit proof of insurance certificate		
6	Company's/ Bidders firearm capacity to provide the desired security service Submit proof of the following; (a) Firearm list print out from SAPS or confirmation from SAPS		

12.2 STAGE 2 – FUNCTIONALITY CRITERIA

The first stage will be based on written proposals and responses to functionality criteria requirements. Functionality shall be evaluated based on the following parameters:

A. Capacity and Bidders Relevant Experience, Similar Work, Inservice training /Capacity building, Capacity to execute, Management of Acees control, Incident management and reporting, Monthly reporting on State of security	70
A1. Bidder's relevant experience in security services specifically at Training Colleges/ institutions/ hospitals and related environment (track record) = 15 points (i) The bidder must demonstrate their experience in similar assignments <ul style="list-style-type: none"> • 2 to 3 similar assignments = 5 points • 4 to 6 similar assignments = 10 points • 7 and above similar assignments = 15 points NB: For bidders to qualify for the above points, they must submit reference letters and attach scope of work/terms of reference which support each letter confirming the successful execution of the above. The reference letters must clearly indicate the type of service provided, contract duration, contract value and details of the relevant contact person.(Signed by the delegated official).	

A2 Team experience

Team experience: Bidders must provide CVs of personnel who will be involved in the project; = **15 points**

- Security Manager / Team Leader :5 years of experience and above = **5 points**
- Security Supervisor 4 years of experience and above = **4 points**
- Security Guards with Grade C 3 years of experience and above= **2 points**
- Security Guards with Grade D 3 years of experience and above = **2 points**
- Security Guards with Grade B 3 years of experience and above = **2 points**

A3. Inservice training /Capacity building

A3.1. Bidders must provide/ or give an indication that they have a training programme for their staff/employees and that they have capacitated them in the following specific areas: = **20 points**

- a) Firearm competency training in terms of the Firearm Controls Act 60 of 2000.= **3 points**
- b) Crowd control training = **2 points**
- c) Access control = **3 points**
- d) Investigations = **3 points**
- e) Control room operators = **3 points**
- f) Guarding = **2 points**
- g) Armed response = 2 points**
- h) General management training ie customer care, report writing = **2 points**

NB:To qualify for these points, Bidders are required to provide proof that they have capacitated their employees in the above specified training fields. (specify date of training, duration , certificates and attendance register).

<p>A4 Security operational requirements</p> <p>Bidders must demonstrate ability to deal with the below mentioned operational requirements;</p> <p>A4.1 Management of Acces Control</p> <p>The bidder must outline step by step process in dealing with acess control with reference to the below mentioned (incoming and outgoing). = 10 points</p> <ul style="list-style-type: none"> • Employees and students = 4 points • Visitors = 3 points • Deliveries = 3 points <p>A4.2 Incident Management and reporting</p> <p>Bidders are expected to demonstrate how to handle any form of unlawful/ suspicious incident by giving practical cases they have encountered ie, theft etc. Please elaborate by giving practical steps involved in the processs.The following is required; = 10 points</p> <ul style="list-style-type: none"> • Step by step process for practical cases handled = 5 points • Submission of proof for any of the below listed = 5 points <ul style="list-style-type: none"> Procedure manual Internal memorandum Guidelines 	<p>20</p>
<p>B. Approach and Methodology</p>	<p>30</p>
<p>Provide a detailed approach and methodology to implement the security services to the RTMC to ensure effectiveness and efficiency.</p> <p>The methodology must amongst other things include the following:-</p> <ul style="list-style-type: none"> • Implementation plan and processes (what, how, when) = 15 points • Ability to initiate special operations/ contingency plan to deal with the following , strikes, riots, sudden theft of vehicles in and around the vicinity etc = 15 points <p>NB: Bidders in their response are expected to give a documented plan.</p>	
<p>TOTAL FOR FUNCTIONALITY:</p>	<p>100</p>

NB: BIDDERS ARE EXPECTED TO SCORE 70 POINTS IN ORDER TO QUALIFY FOR STAGE 3 OF PRICING AND B BBEE.

Functionality will be evaluated at the following scales:

VALUE	DESCRIPTION
5- Excellent	Meets and exceeds the functionality requirements
4- Very Good	Above average compliance to the requirements
3- Good	Satisfactory and should be adequate for stated element
2- Average	Compliance to the requirements
0- Non Compliant	Does not comply to the requirements

12.3 STAGE THREE – PRICE AND B-BBEE (PREFERENCE POINTS EVALUATION)

NB:Stage 3 This stage will be evaluated on a 90/10 Preference Point System (i.e. 90 points on Price and 10 points on B-BBEE).

CRITERIA	MAXIMUM POINTS
Price	90
B-BBEE Rating	10
Grand Total	100

SECTION: 2

SPECIFICATION DETAILS AND FUNCTIONALITY REQUIREMENTS

SECTION 2: TECHNICAL REQUIREMENTS/ SPECIFICATION

1. PURPOSE

The purpose of this document is to provide Terms of Reference for the provision of security guarding services for the Road Traffic Management Corporation at Traffic College - Boekenhoutkloof. The Traffic College has students on site 24/7 and administrative staff during the day. There is a great possibility of growth within the premises of the college. There will be construction of park homes to accommodate more students in future.

2. SCOPE OF WORK

The prospective bidders shall bid and provide security services for the Road Traffic Management Corporation at the following site:-

Plot 81 C/O, Kenneth Street & Sandui Road

Mahem Zandfontein, Boekenhoutkloof, West, Pretoria 0030

Premises	Grade Required	No of Security Officers Day Shift	No of Security Officers Night Shift	Total
Traffic College	C Armed		6	6
	C		6	6
	D Armed	2		2
	D	6		6
Totals		8	12	20

Personnel and Equipment Required	Number
Security Officer Grade C Night Shift – Armed	6
Security Officer Grade C Night Shift	6
Security Officer Grade D Day Shift – Armed	2
Security Officer Grade D Day Shift	6
Two way radio	✖
Base Radio	1
Firearms	8
Metal detectors	2
Pepper Spray	✖
Flashlight/ Torches	✖

Baton Sticks	12
Occurrence book	1
Pocket books	12
Visitor and staff register	
Golf Cart or Patrol vehicle	1
Service provider to provide control room	

✖ NB: The required number will be determined by the number of security guards on duty.

CRITICAL AREAS THAT NEED TO BE PATROLLED AT:-

1. Weigh bridge
2. Official residence including the single quarters
3. Bore hole pumps x3
4. Class rooms L1,L2,L3,L4,L5,L6,L7, and main Hall
5. Administration Offices, Block A, B & C
6. Shooting range
7. Sewerage plant
8. Student Residence
9. House 17 for student residence supervisor
10. Archives
11. Canteen
12. Park homes
13. Skid pan offices
14. K53 light and heavy motor vehicle

The prospective bidder shall perform the following:

- To guard and protect Road Traffic Management Corporation at Traffic College - Boekenhoutkloof assets from theft, arson, pilferage, robbery and other unlawful acts committed by any person. This duty will be done on 24/7 basis.
- Protect Corporation's (Traffic College) officials, employees, visitors, contractors and guests from physical harm, harassment, threat or intimidation, and other criminal acts and enforce security rules within Road Traffic Management Corporation at Traffic College - Boekenhoutkloof premises.
- Conduct searching of all hand bags and baggage carried by people moving in and out Road Traffic Management Corporation at Traffic College - Boekenhoutkloof premises

- Conduct random searches of people, including staff members, coming in and out of the Road Traffic Management Corporation at Traffic College - Boekenhoutkloof premises
- Ensure all posts are manned at all times
- Control and manage access control both at foyer and parking entrance/exit.

Eight (8) security guards will perform day shift duties and twelve (12) will do night shift duties. The guards must wear corporate uniform at all times and must be of sound moral character, courteous and without any past or current criminal cases pending in court.

3. SERVICE LEVEL AGREEMENT

A Service Level Agreement will be required to be signed between the Road Traffic Management Corporation at Traffic College - Boekenhoutkloof and the successful security service provider.

The duration of the Security Contract will be 36 months. Invoicing and payment will be submitted on a monthly basis.

4. SECURITY BACKGROUND CHECKS

- 4.1.** Bidders must attach valid PSIRA Certificate for the company and Directors. Failure to attach certified copies (not older than 3 months) on the above will disqualify the proposal.
- 4.2.** The Corporation reserves the right to conduct Security background checks and vetting the company in respect of the selected bidders.

4.3. APPLICABLE DOCUMENTS: ACTS AND REGULATIONS

- The Constitution of the Republic of South Africa, 1996 (Act N0 106 of 1996)
- Protection of Information Act, 1982 (Act N0 84 of 1982)
- Promotion of Access to Information Act, 2000 (Act N0 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act N0 3 of 2000)
- Criminal Procedure Act, 1977 (Act N0 51 of 1977)
- Occupational Health and Safety Act, 1993 (Act N0 85 of 1993)
- Criminal Procedures Act, 1997, (Act N0 51 of 1977), as amended
- Private Security Industry Regulations Act, 2001 (Act N0 56 of 2001)
- Control of Access to Public Premises and Vehicles Act, 1985 (Act N0 53 of 1985)
- Trespass Act, 1959 (Act N0 6 of 1959)
- Protection of Personal Information Act, 2013 (Act No. 4 of 2013)
- Labour Relations Act, 1995 (Act N0 66 Of 1995)
- Employment Equity Act, 1998 (Act N0 55 of 1998)
- Fire-arms Control Act, 2000 (Act N0 60 of 2000) and regulations
- Any other relevant Legislation

Note: Should there be any updated version of any stated regulation or standard in this document; the updated version shall be applicable in practice until further notice.

5. CONDITIONS OF CONTRACT

5.1. The bidder and his/her employees must sign a “Declaration of Secrecy” before commencement of services

5.2. For the purpose of this Contract, the bidder must make use of Category “C” and “D” Security Officers, as defined in the Wage Act and Private Security Industry Regulations Act, 2001 (Act 56 of 2001)

5.3. All employees must be registered as Security Officers in terms of sections 10(1) (b) of Security Officers Act (Act 92 of 1987) as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001)

5.4. All employees must be trained according to the training as prescribed by the Private Security Industry Regulatory Authority.

5.5 The offer must be strictly in accordance with the attached conditions and specifications.

5.6 The bidder shall, in order to ensure the continuity of the service, in the application of the security measure, allocate specific personnel for the service on the site, keeping in mind that rotation from time to time, of the security personnel is a healthy and needy measure.

5.7. The norm/quality of the security service to be rendered must be in accordance with the acceptable standard of the trade concerned.

5.8. All possible steps must be taken by the bidder to ensure the correct intended execution of this Agreement will take place.

6. PERSONNEL

6.1.1 First-level Security Supervisor (Security Officer Grade C) are the persons exercising complete supervision and control over security staff at a site where a security service is rendered by the Contractor

6.1.2 Security Officers Grade D is the persons who shall execute the physical security service (access control and patrols), other than Grade C officers

6.1.3 It is the responsibility of the bidder 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 times:

6.2. Supervisors: (Grade C)

6.2.1 Supervisors must be schooled to at least Grade 12 level.

6.2.2 Supervisors must have a good grounding in their post descriptions and duties.

6.2.3 Supervisors must at all times be capable of leading/controlling and supervising their subordinates.

6.2.4 Supervisors must be able to communicate, read and write in English.

6.2.5 Firearm competency in terms of the relevant requirements of firearm

6.3 Security Officers: (Grade D)

6.3.1 Security Officers must be schooled to at least Grade 10 level.

6.3.2 Security Officers must be able to communicate read and write in English.

6.3.3 Security Officers may not be younger than 18 years of age.

6.3.4 Firearm competency in terms of the relevant requirements of firearm

6.4 General (Supervisors and Security Officers):

6.4.1 Supervisors and Security Officers must have undergone and passed formal security training

6.4.2 They must present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke, eat or drink while attending to people.

6.4.3 They must at all times 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.

6.4.4 They must be registered as Security Officers, as prescribed by the Security Officer's Act, 92 of 1987, section 10(1)(b); as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001)

6.4.5 They must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the RTMC.

6.4.6 They are prohibited from reading documents or records in offices or unnecessary handling thereof.

6.4.7 No information concerning RTMC activities may be furnished to the public or news media by the Contractor and his employees.

6.4.8 The RTMC reserves the right to ascertain from the PSIRA whether the security personnel in service of the company, are registered with PSIRA.

6.4.9 The bidder undertakes to ensure that each member of his security personnel, will at all times when on duty, be fully equipped in respect all necessary equipment to execute their responsibility.

NB: A clear identification card of the company with the member's photo, identification and file numbers on it, worn conspicuously on his person at all times.

7. SECURITY AIDS/EQUIPMENTS

- Access Control Registers
- Occurrence book
- Visitors cards
- Duty Roster
- Posting sheet
- Baton stick
- Handcuffs and Pouches

- Whistles
- Pocket book
- Pen
- Torch (at night)
- 1 x Base radio and 4 x hand held radio
- Hand held Metal Detector
- Vehicle Search Mirror
- Real time monitoring system for high risk area identified
- Firearms
- Golf Cart or Patrol vehicle

8. OCCURRENCE BOOK

8.1 Purpose

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

8.2 Compulsory Occurrence Book Entries

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

8.2.2 All listed routine procedures such as patrols undertaken, handing over of shifts, etc. mentioning the procedures followed, by whom and the time of commencement. These entries must be made clearly legible, in blue/black ink.

8.2.3 All occurrences, however important, slight or unusual with reference to the correct time and relevant actions taken.

8.2.4 All security personnel activities – especially deviations in respect of the duty list – indicating particulars of the personnel and relevant times.

8.2.5 The issue and/or receipt of keys, indicating the time and by whom they were received or delivered.

8.2.6 The unlocking or locking of doors or gates, indicating the time and by who locked or unlocked.

8.2.7 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 the entries.

8.2.8 Occurrence book read: After the taking-over of shifts, the Supervisor must make an entry declaring that he/she has read the occurrence- book in order to acquaint him/herself with events that occurred during the previous shift

8.2.9 All visits by Top management bidder: These entries must be done in red ink.

8.2.10 Officials of the RTMC 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.

8.3 Storage of Occurrence Books

The bidder shall store the fully entered occurrence books for a period of twelve months.

9. CLIENT LIASON

- The Security Supervisor must make daily contact with the Corporation's representative at the site in order to verify and handle mutual complaints, problems, bottle-necks and requests concerning the rendering of service.
- Once a month, a meeting with the Corporation's Security Management

Management meetings of the Company must be held and minutes taken, which must be kept by the RTMC representative.

NOTE: No security personnel are allowed to do continuous duty for longer than twelve hours.

10. ACCESS CONTROL

10.1 Purpose

The purpose of access control is to prevent the unauthorized access of pedestrians and vehicles and the bringing in of any dangerous objects on to State property in order to safeguard the people, the property and the premises.

10.2 Rights and Obligations

In order to safeguard the premises, vehicles and the contents thereof, as well as the employees therein or thereon, the Contractor must:

- Apply the stipulations of the following Act: "Control of Access to Public Premises and Vehicles Act, 1985, Section 2, 3 and 4 as well as;
- Apply the stipulations of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, Act 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, Act 59 of 1983) as well as Section 46, 49, 50 and 51.

10.3 Whilst conducting access control the employees of the RTMC must ensure that:

- No property of the RTMC is removed from the premises without a proper letter of authorization issued and signed by a person authorized by the management of said

premises.

- No official vehicle of the RTMC may be removed from the premises without a properly signed and completed trip authorization by a person authorized by the management of the said premises.

11. DESCRIPTION OF FUNCTIONS

11.1 VEHICLE ENTRANCE

- Control the flow of vehicles.
- Conduct searching of all incoming and outgoing vehicles.

11.2 MAIN ENTRANCE

- Control the flow of visitors to and from the premises.
- All relevant access control registers must be completed clearly and legibly.

12. ADDITIONAL SERVICES

Additional Services refers to those services to be rendered at specific points on the premises or special services as described in this Agreement and consist of:

12.1 PATROLS

12.1 Purpose

The purpose of the patrolling of the premises is to detect any irregularities, which may occur on or around the premises

12.2 Rights and Obligations

The rights and obligations of conduct for additional services are mutatis mutandis to conditions of contract.

12.3 Description of Functions

Patrols must be conducted in the following manner:

12.3.1 Patrols must be carried out along the prescribed routes and must be contained in the job description.

12.3.2 The security person must take notice of any irregularities, which may occur, and act accordingly

Irregularities, which may occur, are:

- Unauthorized persons.
- Persons in the act of committing theft, vandalism or any Annexure 1 contravention of the Criminal Procedure Act, Act 51 of 1977.
- Any property of the RTMC that is clearly running the risk of being stolen.

13. ACCESS CONTROL REGISTERS

13.1 Purpose

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

13.2 Visitors Register

13.2.1 This register 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 times of the visitor to and from the site
- Surname and initials of the visitor
- Official identity/passport number of visitor
- Name of the person to be visited
- Purpose of the visit
- Signature of visitor.

13.3 Storage of pedestrian and Vehicle Registers and forms

- The bidder must store the fully entered pedestrian and vehicle registers and forms for a period of twelve months.
- After completion of the contract, the bidder must hand-over all Access Registers and occurrence books to the Corporation's Representative.

14. NOTEBOOK/POCKET BOOK

14.1 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 the duty, for later reference.

14.2 Requirement

During their turns of duty all security personnel must have a notebook in their possession.

14.2.1 The following information must be noted down in the Notebooks/pocketbooks:

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

- Patrols undertaken
- Reporting on and off duty,
- Time of occurrence or event,
- Extent of occurrence or event,
- Relevant occurrence book serial number
- Follow-up actions taken in respect of the occurrence or event.

14.3 Copying into Occurrence Book

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

14.4 Storage of Notebooks / Pocketbooks

The bidder must store the fully entries notebooks for a period of twenty four months (24 months).

15. DUTY LIST

15.1 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.

15.2 Drawing up a Duty List

Daily, weekly or monthly duty lists of all security personnel on duty must be drawn up by the Contractor and kept in the security control office of each site where such service is rendered.

15.3 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.

16. TWO-WAY RADIOS

16.1 Purpose

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

16.2 Base Radio

See site specification for more particulars.

16.3 Hand Carried Radios

The bidder must at all times provide hand-carried radios in a good working condition.

17. CLOCK SYSTEM

17.1. Purpose

The purpose of a clock system is to ensure that patrolling at the site takes place correctly according to instructions.

17.2. Clocking points shall be identified by the RTMC at prescribed sites.

NOTE: The bidder undertakes to ensure that the clock-watch system will be handled in a safe way by his personnel and furthermore undertakes to be responsible for the maintenance and repair of the clock watch during use thereof by his personnel.

17.3. The bidder will supply clock points and clock keys.

18. LOST ARTICLES

18.1 Definitions

Lost articles are articles found at the site, for which ownership cannot be established immediately. It must be handed in at the Control Room.

18.2 All lost articles handed in at the control room must be recorded in the occurrence book, after which they must be handed to the RTMC representative immediately.

19. DELIVERIES

19.1 No deliveries by any person will be received at the Control Room. The necessary arrangements must be made by the RTMC representative.

19.2 No deliveries will be received after hours, weekends, at night and public holidays.

20. LABOUR UNREST INCIDENTS

20.1 Definition

Labour unrest incidents are incidents where the RTMC personnel on site, or the security personnel, engage in illicit personnel practices such as strikes, unrest and intimidation.

20.2 Labour unrest at the Site

When the service is interrupted or temporarily deferred because of labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the bidder, the parties must come to an agreement on the methods to ensure continuation of the security service.

NB: When the service is interrupted because of labour unrest or labour dispute by the security personnel of the bidder the State reserves the right to terminate the contract.

21. EXERCISING OF CONTROL OVER THE SERVICE

21.1. Inspection of the service shall be done by supervisory staff at the site as well as by the Contractor him/ herself on at least a weekly basis. The following further points will also be applicable

21.2 The RTMC reserves the right to check the service rendered by the Contractor at any time, in order to ensure that the service is rendered in accordance with the conditions or contract and the site specification.

21.3 The RTMC representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.

NOTE: The RTMC reserves the right to require from the bidder without furnishing any reasons, that any of his/her employees be replaced, in which case the employee must leave the site forthwith. The RTMC will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.

21.4 All personnel shortages must be noted down in the occurrence book.

22. INSURANCE

22.1 The bidder must, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.

PLEASE NOTE

- A copy of such insurance contract must be handed to the RTMC representative on commencement of the service;

- Evidence that such insurance premium have indeed been paid, must be furnished with the commencement of the contract and thereafter quarterly to the RTMC Representative.

23. GENERAL

23.1 The RTMC may not, unless otherwise specified, make use of any of the State's Equipment, aids and/or property, for purposes of compliance with the conditions of contract, which equipment, aids and/or property include inter alia vehicles, stationery, firearms, rooms, furniture, equipment, etc.

23.2 The water and electricity required for the rendering of the service, shall be provided free of charge by the RTMC.

23.3 The bidder is responsible for the training of his personnel at the site in respect of the application of the guideline of the emergency plan applicable for the specific site and form part of the Safety Committee on site.

23.4 All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions of contract, will be provided.

23.5 The bidder personnel must at all times refrain from littering and must keep the grounds and buildings occupied by them, clean, hygienic and neat including their work space.

23.6 Under no circumstance is a security personnel allowed to carry on any trading on site.

24. ADVERTISING

24.1 The bidder shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or to the RTMC buildings on the site of contract or on the periphery without written consent. The bidder shall not publicly display at the site any article or object, which might be regarded as objectionable or undesirable.

24.2 Any sign, printed matter, painting, nameplate, advertisement, article or object, displayed without written consent or which is regarded as objectionable or undesirable, will immediately be removed. The bidder shall be held responsible for the costs of such removal.

25. PAYMENTS AND PRO-RATA DECREASE OF PAYMENT

25.1. If the bidder at any time does not comply with the conditions of Contract or the site specifications, the RTMC reserves the right to adjust payment pro-rata in respect of short postings and/or services not rendered by the bidder. These adjustments will be made at the end of each month where short postings, or services not rendered, have occurred. The formula for this purpose to determine the daily (shift) tariff will be detailed in the Service Level Agreement.

25.2. The stipulation of the Public Finance Management Act 1999 Section 38(1) (f) and 76(4) (b) read together with Treasury Regulation 8.2 applies for payments after the rendering of monthly services.

NOTE: No deviation from, or breach or failure to comply with any of the conditions, shall be deemed to be a condonation, waiving or ratification of such deviation, breach or failure to comply, unless such condonation, waiving or non-fulfilment has been agreed upon in writing, through the Road Traffic Management Corporation.

26. TERMINATION OF SERVICE

26.1 The stipulation of Treasury General Condition of Contract practice Note: SCM 1 of 2003 in particular to cases of any failure with any of the conditions of contract, or where unsatisfactory service is rendered.

26.2 The contract will be terminated immediately should the bidder no longer qualify as a Security Officer in terms of the Security Officer's Act, 1987, (Act 92 of 1987), as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001)

26.3 The contract will be terminated immediately should the bidder not comply to all requirements and qualifications in terms of the Security Officer's Act 1987 (Act 92 of 1987)as amended by Private Security Industry Regulations Act, 2001 (Act 56 of 2001)and if so, he immediately must:

26.4 Notify the RTMC thereof; and remove any of his employees who no longer qualify as Security Officers, from the site and replace them with security personnel who do qualify.

26.5 Notwithstanding anything to the contrary, or any other periods of time or terms that maybe contained in this contract it is a specific condition hereof that the RTMC shall have the right to terminate the contract with one month's written notice should the need for the service no longer exist and the service no longer be required.

26.4 The RTMC may increase or decrease the number of personnel and or equipment required with one month's written notice if circumstances require such changes.

27. AUTHORIZATION

27.1 Definitions

In terms of the Control of Access to Public Premises and Vehicles Act, Act 53 of 1985, Section 2(1) (a) and 2(2) (g) read in conjunction with Government Notice 2142 of October 6, 1989, the RTMC hereby authorize the appointed bidder to take the necessary steps to properly safeguard the premises and/or vehicles as well as the contents thereof and the people therein or thereon, which safeguarding is to be executed by applying:

28. EVALUATION METHODOLOGIES

Proposals will be evaluated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and GPG Preferential Procurement Policy (of July 2006). Responsive bids will be adjudicated on the preference point system in terms of which points are awarded to the bidders on the basis of price, functionality and BBBEE.

SECTION: 3

**ANNEXURE AND STANDARD
BIDDING DOCUMENTS**

**(Pricing: Bidders must fill in the
SBD 3.3 and also submit their own
break down of pricing proposals)**

ANNEXURE AND STANDARD BIDDING DOCUMENTS

DOCUMENT	DESCRIPTION
BDGI	Bid Documents General Information
Annexure 1	Invitation to Bid (SBD 1)
Annexure 2	Acceptance of Bid Conditions and Bidder's Structure
Annexure 3	Tax Clearance Requirements (SBD 2)
Annexure 4	Declaration of Interest (SBD 4)
Annexure 5	Declaration of Bidder's Past Supply Chain Management Practices (SBD 8)
Annexure 6	Certificate of Independent Bid Determination (SBD 9)
Annexure 7	Pricing Schedule (SBD 3.3)
Annexure 8	Preference Points Claim Forms (SBD 6)

BIDDING DOCUMENTS : GENERAL INFORMATION

1. The bidding forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire(s) or in a separate annexure.
2. The bidding forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question. Additional offers made in any other manner may be disregarded.
3. Bidding forms not filled in using a computer and printer shall be completed in black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
5. The forms in respect of Preference Points Claim, if attached, shall be completed and submitted with the completed Bid.
6. Firm bid prices and delivery periods are preferred. Consequently bidders shall clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
7. If non-firm prices are submitted, this fact should be clearly stated in the bidding documents.
8. Where items are specified in detail, the specifications from an integral part of the bidding document and bidders shall indicate in the space provided whether the items offered are to specification or not.
9. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified".

- 10.** In cases where the items are not to specification, the deviations from the specifications shall be indicated.
- 11.** The bid prices shall be given in the units shown.
- 12.** All prices shall be quoted in South African currency.

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROAD TRAFFIC
MANAGEMENT CORPORATION**

BID NUMBER: **CLOSING DATE:** **CLOSING TIME:**
11:00

DESCRIPTION.....
.....
.....

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED

TO:.....
.....
.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

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

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will
not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)
**THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT
AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL
CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL
CONDITIONS OF CONTRACT.**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED(FAILURE TO DO SO MAY
RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

.....

STREET ADDRESS

.....

.....

TELEPHONE NUMBER CODE.....

NUMBER.....

FASCIMILE NUMBER CODE.....

NUMBER.....

EMAIL ADDRESS

.....

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); ☐

OR ☐

A REGISTERED AUDITOR

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF
BIDDER.....

DATE.....

CAPACITY UNDER WHICH THIS BID IS

SIGNED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**Department:****Contact Person:****Tel:****Fax:****E-mail address:**.....**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:****Contact Person:****Tel:****Fax:****E-mail address:**.....

ANNEXURE 2 ACCEPTANCE OF BID CONDITIONS AND BIDDERS STRUCTURE

ACCEPTANCE OF BID CONDITIONS

BID REFERENCE NO.	
NAME OF BIDDER:	
AUTHORISED SIGNATORY:	
NAME OF AUTHORISED SIGNATORY:	
POSITION OF AUTHORISED SIGNATORY:	
BY SIGNING ABOVE, THE BIDDER HEREBY ACCEPT FULL RESPONSIBILITY FOR THE PROPER EXECUTION AND FULLFILMENT OF ALL OBLIGATIONS AND CONDITIONS DEVOLVING ON HIM/HER UNDER THIS BID.	

BIDDING STRUCTURE

Indicate the type of bidding structure by marking with “X”	
Individual Bidder	
Joint Venture/Consortium	
Company	
Other	

BIDDING STRUCTURE INFORMATION

Bidder Information:	
Name of Company	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
Cellphone Number	

Fax Number	
Email Address	
Postal Address	
Physical Address	

If Partnership/Joint Venture/Consortium, bidders must provide bidder information for each partner/joint venture member/consortium member.

APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDS)	
	IT IS A CONDITION OF BID THAT: –
1.	It is an absolute requirement that the taxes of the successful bidder must be in order or that suitable arrangements have been made with the Receiver of Revenue to satisfy them.
2.	The Application for Tax Clearance Certificate (in respect of bids), must be completed by the bidder in all respects and submitted to the Receiver of Revenue where the bidder is registered for income tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original with the bid under this section , that is before the closing time and date of the bid. Failure to submit an original and valid Tax Clearance Certificate may invalidate your bid.
3.	Each party to a Consortium/Sub-contractors must complete a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificate are available at any Receiver's Office.

APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder :

.....

2. Trade name:

.....

3. Identification number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Contact person requiring Tax Clearance
Certificate:**

Signature :

Name :

Telephone number : Code: () Number :

Address :

.....

.....

.....
.....

Code :

Date :

PLEASE NOTE

**THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS)
WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY
PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND/ OR ADDITIONAL
TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR
LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY
SYSTEM NOT BEING YEAR 2000 COMPLIANT**

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.

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

1.1 Full Name of bidder or his or her representative:
.....

1.2 Identity Number:

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

1.4 Company Registration Number
.....

1.5 Tax Reference Number:
.....

1.6 VAT Registration Number:
.....

1.6.1 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.

1.7 Are you or any person connected with the bidder
presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

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

YES /

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,
YES/NO

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members
YES/NO

of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

May 2011

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Declaration forms part of the bidding documents and must be completed and submitted by the bidder. Failure to do so may result in the bid being rejected.
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. (*Please circle the applicable Yes or No response below clearly)

- 4.1 ***Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?***

***Yes /
No**

(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).

- 4.1.1 If so, state the particulars:

.....

- 4.2 Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

***Yes /
No**

To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Bid Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.

- 4.1.2 If so, state the particulars:

.....

4.3 Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?

***Yes /
No**

4.3.1 If so, state the particulars:

.....
.....

4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

***Yes /
No**

4.4.1 If so, state the particulars:

.....
.....

DECLARATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED IN SECTIONS 4.1, 4.2, 4.3 and 4.4 ABOVE
 IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO MY/OUR BID BEING REJECTED
 AND/OR CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME,
 SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... ... SIGNATURE OF DECLARANT BID NUMBER DATE
..... ... POSITION OF DECLARANT NAME OF COMPANY / ORGANISATION / ENTERPRISE / BIDDER	
Witness 1. :		Witness 2. :

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PRICING SCHEDULE

FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO	QUANTITY (PER UNIT)	DESCRIPTION	BID PRICE PER UNIT IN RSA CURRENCY**

**** (ALL APPLICABLE TAXES INCLUDED)**

-
- Required by:
 - At:
 - Brand and model
 - Country of origin

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

***Delete if not applicable**

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....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.

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

POINTS

1.3.1.1 PRICE

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and 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 an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. 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

2..1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

2.3 **“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;

2.4 **“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;

- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“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;
- 2.7 **“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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“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;
- 2.11 **“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;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“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;

- 2.15 **“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;
- 2.16 **“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;
- 2.17 **“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
- 2.18 **“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:

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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:

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 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 subcontractor 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 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(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 an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

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? YES / NO (delete which is not applicable)

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-BBE 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

WITNESSES:

1.

.....

SIGNATURE(S) OF BIDDER(S)

2
 DATE:.....
 ADDRESS:.....

.....

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