



## QOUTATION NUMBER

**DOT-IHC-25/26-018**

**FOR**

**APPOINTMENT OF A PROFESSIONAL SECURITY  
SERVICE PROVIDER TO SECURE AND ENSURE  
SAFETY OF DEPARTMENTAL RESOURCES (PLANT,  
MATERIAL, PERSONNEL, ETC.) FOR R72 TO  
HAMBURG ROAD CONSTRUCTION PROJECTS FOR  
EIGHT (8) MONTHS**

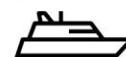
**NAME OF BIDDER:** \_\_\_\_\_

**CSD NUMBER:** \_\_\_\_\_

**CLOSING DATE:** **17 JUNE 2025 AT 11: 00**

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**Issued by:**  
**Supply Chain Management Unit**  
**Department of Transport**  
**Private Bag X 714**  
**GRAAFF-REINET**  
**6280**



## INVITATION TO BID

**QUOTE NUMBER: DOT-IHC-25/26:018**

**CLOSING DATE: 17 JUNE 2025**

**Time: 11H00**

Quotations are hereby invited by the Department of Transport for **APPOINTMENT OF A PROFESSIONAL SECURITY SERVICE PROVIDER TO SECURE AND ENSURE SAFETY OF DEPARTMENTAL RESOURCES (PLANT, MATERIAL, PERSONNEL, ETC.) FOR R72 TO HAMBURG ROAD CONSTRUCTION PROJECTS FOR EIGHT (8) MONTHS** from PSIRA accredited registered bidders.

Quotation documents will be made available as from the **10 June 2025** at **09: 00** from the Department of Transport website: <https://www.ectransport.gov.za/Tenders.html>

The completed RFQ (Request for Quotation) as well as any supporting documentation must be sent **via the electronic application; "WeTransfer"** due to the file size capacity of the files, which may exceed 4 MB. Quotation documentation must be uploaded, and the link sent to the following:

E-mail: [Nondumiso.Mala@ectransport.gov.za](mailto:Nondumiso.Mala@ectransport.gov.za)

"WeTransfer" is located on the internet at [www.WeTransfer.com](http://www.WeTransfer.com). Accordingly, follow the steps for uploading and emailing on the website. On the field "Title" type in the Bid number and the Nature of the Service and forward via this e- mail: [Nondumiso.Mala@ectransport.gov.za](mailto:Nondumiso.Mala@ectransport.gov.za), not later than **11H00 on the 17 June 2025.**

***Bids placed in Bid Box will not be accepted. Bids may only be submitted via the above electronic application; "WeTransfer".***

***No late, posted, telephonic, or faxed bids/proposals will be considered. Tenders may only be submitted on the tender documentation that has been issued***

### Enquiries should be directed to:

#### Supply Chain

Ms. N. Mala

Tel No: 061 312 5852

[nondumiso.mala@ectransport.gov.za](mailto:nondumiso.mala@ectransport.gov.za)

#### Specification Enquiries

Mr. K. Siqoko

Tel No: 072 422 8609

[kwanele.siqoko@ectransport.gov.za](mailto:kwanele.siqoko@ectransport.gov.za)

## **QUOTATION QUALIFICATION CRITERIA**

### **This quote will be evaluated in two (2) stages as follows:**

Stage One: Compliance

Stage Two: Price Points and Specific Goals

### **STAGE 1: COMPLIANCE**

#### **Bidders must take particular note of the following:**

- Service providers are kindly requested to submit price quotations on the attached SBD Form 3.1 for the specified items / service.
- By submitting the price quotation, it is accepted that you fully understand the requirements of this invitation and have familiarized yourself with the General Conditions of Contract (GCC) available on National Treasury website.
- The tender will be evaluated according to the preferential procurement model in the preferential Procurement Policy Framework Act (PPPFA 5 of 2000): Preferential Procurement Regulations, 2022 as well as the SCM Policy of the Department of Transport.
- In the case of a JV tender, each party must supply a valid tax certificate and a valid letter of good standing.
- The **SDB 1, SBD 3.1, Bid Pricing Form, SBD 4, SBD 6.1, and SBD 7.2 (Part 1 Only)** forms **MUST** be fully completed and submitted with the quotation.
- **Pricing Schedule MUST be fully completed failure to do so will render the bidder non-responsive.**
- Bidders must have provided supporting documentation as per the bid specification schedule requirement;
- Bidders who are not registered for VAT are not eligible to claim VAT in their pricing;
- Bidders should take note that price is not a determining factor to award the bid.
- **Bidders must submit a valid PSIRA certificate for Company, failure to comply will render the bidder non-responsive.**
- Directors PSIRA Registration Certificate original copy (Grade A or B), **failure to comply will render the bidder non-responsive.**
- Valid Letter of good standing from PSIRA, **failure to comply will render the bidder non-responsive.**
- Proof of Registration with National bargaining Council for the Private Security Sector (NBCPSS), **failure to comply will render the bidder non-responsive.**
- Letter of good standing from the NBCPSS, **failure to comply will render the bidder non-responsive.**

- The wages paid to security personnel shall be at least the minimum wage according to the National Bargaining Council for Private Security Sector (NBCPSS) for the specific area
- Bidders are required to submit a copy of Valid Letter of Good Standing from the Compensation Commissioner (COIDA) or FEMA with the document. Bidder must submit within 14 days of receipt of letter of award.

Furthermore, quotation offers will only be accepted if:

- Bidders are registered with Central Supplier Database (CSD) with Treasury prior to submitting this RFQ (see <https://secure.csd.gov.za/>).
- The tenderer is in good standing with SARS as verified on the Central Supplier Database.

*“Bidders must note that in addition to being tax compliant at the time of award of the contract, which will be verified with SARS or the CSD, it is incumbent upon the successful bidder/s to ensure that they are at all times tax compliant over the entire duration of the contract. Failure to ensure tax compliance may prevent the Department/Public Entity from issuing orders when goods/services are required. In such instances, the Department/Public Entity reserves the right to procure outside of the contract. Furthermore, if the Department/Public Entity is prevented from obtaining the relevant goods/services on the contract, such constitutes a breach of contract and will be dealt with accordingly, including the recovery of damages/adverse costs where applicable.*

- The tenderer or any its directors or shareholders is not listed on the register of tender defaulters in terms of the prevention and compacting of corrupt activities Act of 2004 as a person prohibited from doing business within the public sector.
- The tenderer has not abused the employers Supply Chain Management System or failed to perform on any previous contract and has been given written notice to this effect.
- All quotations shall be held valid for 60 days after the closing date. The Department reserves the right not to accept the lowest or any tender.

## STAGE 2: PRICE POINTS AND SPECIFIC GOALS

### 1. EVALUATION CRITERIA:

The following criteria shall apply:-

- The tender will be evaluated according to the preferential procurement model in the preferential Procurement Policy Framework Act (PPPFA 5 of 2038): Preferential Procurement Regulations, 2022 as well as the SCM Policy of the Department of Transport.

#### 1.1. Price:

- 80 points will be awarded to the bidder submitting the lowest price (all other bidders will receive points proportionately thereto):

#### 1.2. Calculation of points for specific goals

- The tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	The specific goals allocated points in terms of this tender	The specific goals allocated points in terms of this tender
<b>Historically Disadvantaged Individuals</b>		
(a) % ownership	4	
<b>Women ownership:-</b>		
(b) % women ownership	4	
<b>Youth ownership:-</b>		
(c) % youth ownership	4	
<b>Locality</b>		
(d) Within the Ngqushwa Local Municipality	8	

### Please Note:

- Points for Specific goals **A** to **D** shall be calculated according to the percentage ownership on each category as it appears on **CSD**.
- Tenderers whose points for Specific Goals could not be verified, will not qualify to claim points as stated above, only points for price will be considered;

**3.1 Bidders are required to submit, together with their bids, the following:**

- 3.1.1 Service providers must submit proof of its Specific Goals points claimed / status of contributor.
- 3.1.2 The supporting documents required to verify points claimed for Specific Goals to be in line with the specified requirements which include:

- For black ownership, women, youth and locality **CSD** will be used.
- For locality, “**Preferred Address**” on **CSD** will be used.
- Disability Ownership: valid **medical documentary** proof.

**\* The Central Supplier Database will be used to verify the specific goals other than the specific goals stated under paragraph 1.3**

- 1.3.1. A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the SPECIFIC GOALS. Such bidders will score 0 out of maximum of 20 points for SPECIFIC GOALS

**Enquiries should be directed to:**

**SCM**

Ms. N. Mala

Tel No: 061 312 5852

[nondumiso.mala@ectransport.gov.za](mailto:nondumiso.mala@ectransport.gov.za)

**| TECHNICAL**

Mr. K. Siqoko

Tel No: 072 422 8609

[kwanele.siqoko@ectransport.gov.za](mailto:kwanele.siqoko@ectransport.gov.za)

## SPECIFICATION FOR A SERVICE PROVIDER

### 1. SPECIFICATION AND SCOPE OF WORK

**DESCRIPTION:** APPOINTMENT OF A PROFESSIONAL SECURITY SERVICE PROVIDER TO SECURE AND ENSURE SAFETY OF DEPARTMENTAL RESOURCES (PLANT, MATERIAL, PERSONNEL, ETC.) FOR R72 TO HAMBURG ROAD CONSTRUCTION PROJECTS FOR EIGHT (8) MONTHS

### 2. STANDARD SPECIFICATION

The Service Provider should take note of the following conditions:

- Security guards will be required to work 12-hour day shift (06H00-18H00) Monday to Sunday including weekends and public holidays.
- Security guards will be required to work 12-hour night shift (18H00-06H00) Monday to Sunday including weekends and public holidays.
- Provision of security officers for physically guarding Departmental site offices and site camps.
- Provision of professional patrol armed response services for all site offices and site camps.
- **One Patrol vehicle. Bidder must attach company/director ownership certificate to prove ownership or must attach letter of Intent to hire from hiring company accompanied by certificates of ownership for the hired vehicle. Such a letter must be unqualified and certified by registered commissioner of Oaths. The vehicle must be available for the entire duration of contract period. Bidder must submit within 14 days of receipt of letter of award.**
- **The successful tenderer will be required to submit a minimum of 2 copies of a valid company firearm licenses certified by SAPS (not expired firearm licenses) within 14 days of receipt of letter of award. All licenses must be registered in the name of the company. In case of a Joint Venture [JV], the license of either company must be submitted.**

**NB: Please note the purchase order will only be issued once the above bullets submissions have been received. Failure to submit will render your bid being cancelled and a second highest scoring bidder will be awarded.**

### 3. SCOPE OF WORK

SITE NAME	LOCATION	NO. OF GUARDS	SHIFTS
Department of Transport – R72 to Hamburg Road Construction Project	Hamburg Location	5 x Grade C  2 x Grade B  (valid registration with PSIRA)	3 x Grade “C” Day shift 2 x Grade “C” Night Shift 1 x Grade “B” Day Shift 1 x Grade “B” Night Shift  2 x Fire arms

**ALL BIDDERS MUST ENSURE THAT THEIR PRICING COVERS FOR RELIEF GUARDS.**

#### **4.1 Equipment Requirements**

- 4.1.1 Communication devices PTT (appropriately certified 2-way radios + 1 cell phones in good Working order) with airtime – 2 radios per shift.
- 4.1.2 Occurrence Book, Equipment Registers, Firearm register, Gate Control Register and Security breaches registers.
- 4.1.3 Batons – 1 per security officer
- 4.1.4 Firearms – 2 x fire arms per shift
- 4.1.5 4 x Hand cuffs
- 4.1.6 Torch per guard x 4 (rechargeable spot light range 200m – DC12 V) on night shift
- 4.1.7 4 x Pepper spray per guard
- 4.1.8 Attendance register
- 4.1.9 Armed Patrol vehicle
- 4.1.10 Metal Detectors (Rechargeable)
- 4.1.11 Psira or Company Identification Cards
- 4.1.12 Pocket books and Pens (Red & black) for each officer.

#### **4.2 Firearms:**

- 4.2.1 Patrol vehicle guard must have firearms, be licensed and competent in handling of firearms.
- 4.2.2 Firearms to be provided to security guards per camp with Grade B
- 4.2.3 Security guards need to be competent in handling of Firearm.
- 4.2.4 Company firearm Permits.

#### **4.3 Service Categories**

**Services may generally be divided into the following categories:**

- 4.4.1 Patrol vehicle at least twice per day on specific time.
- 4.4.2 Processing (searching) of clients and government employees
- 4.4.3 Searching of designated areas.
- 4.4.4 Guarding services

#### **4.4 Access Control at Departmental Buildings**

- 4.4.1 Ensure that the access control point is neat and tidy at all times.
- 4.4.2 Inspect the facility, equipment / machinery including vehicles, boundary wall and report any defects to the security manager.
- 4.4.3 Security staff shall possess valid PSIRA registration certificates and be conversant with access control and other related procedures.
- 4.4.4 Ensure that the driver and passengers visiting the premises possess the requisite authority or good reason to be on the premises.
- 4.4.5 Be polite and courteous towards personnel and clients but without deviating from set procedures.
- 4.4.6 Perform searches on vehicles as specified in the Company (Contractor) operations procedures and enabling legislation.
- 4.4.7 In the event of any doubt or suspicion, contact the Shift supervisor.
- 4.4.8 Provide access to vehicles and individuals upon being satisfied that all requirements have been met.
- 4.4.9 All breaches of security including damages to the premises or contents must be reported to the department in writing.



#### **4.5 Physical Scope of this Specific Contract**

**The following facilities to be patrolled and secured:**

- 4.5.1. Offices
- 4.5.2. Car park area
- 4.5.3. Surroundings of the building inside and outside
- 4.5.4. The Guards may be rotated to various sites as per the needs of the clients.

#### **4.6 Guard Services**

- 4.6.1 This service relates to the guarding of assets in accordance with standard practices and procedures in the security industry.
- 4.6.2 All accommodation, facilities and services supplied to the Contractor by the Employer shall be operated and maintained by the Contractor to the satisfaction of the Employer. The bidded price shall include for such services and no extra payment will be made to this effect unless specifically allowed for in the Schedule of Quantities.

#### **5. Restrictions on the Erection of Structures and Equipment**

- 5.1 The Employer shall not be liable for any loss or damage to equipment supplied by the Contractor due to theft, vandalism or whatever reason and any such equipment lost or damaged shall be replaced by the Contractor at his/her own cost.

#### **6. General Requirements with Regard to Personnel upon Signing a Contract**

- 6.1 All security staff shall be properly trained and equipped for their duties and shall be security cleared by the S.A. Police Services. All personnel shall be outfitted with uniforms and equipment necessary for the performance of their duties.
- 6.2 The Contractor undertakes to employ only such persons for the performance of the function and/or duties in connection with the project on the site as the Employer may approve in writing. The Contractor shall advise all his personnel or persons to be employed by him/her in the performance of the functions and/or duties in accordance with this contract of any security measures, which the Employer may from time to time prescribe.
- 6.3 If the Employer at any time is of the opinion that any of the Contractor's employees connected with the performance of the functions and/or duties in terms of this contract should, for any reason not be connected with the performance of such functions or duties, the Employer shall be entitled to require the Contractor forthwith to withdraw any such employee from any such function or duty or forthwith to withdraw such employee from the project.
- 6.4 In such an event the Contractor shall forthwith comply with such request and shall not on account of such request be entitled to claim any loss or damages from the Employer; and
- 6.5 Furthermore, if the Employer requires any information regarding any of the Contractor's employees connected with the performance of functions and duties in terms of this Contract, the Contractor shall without delay furnish the Employer with all available information upon request.
- 6.6 The Contractor shall appoint personnel capable of communicating with members of the public in the language dominant in the area and the Employer shall be entitled to require the Contractor forthwith to withdraw any employees from the relevant duty if such employee does not, in the opinion of the Employer, comply with a reasonable linguistic standard.

## 7. SUPERVISORS AND SECURITY GUARDS

The security staff employed by the Contractor at the site shall satisfy the following conditions:

- 7.1 Supervisors
  - (a) Supervisors shall be trained and have at least grade 12 (Gr 12) and Grade "B" PSIRA certificate.
  - (b) Supervisors shall have a good grounding in their post descriptions and duties.
  - (c) Supervisors shall at all times be capable of leading/controlling and supervising their subordinates.
  - (d) Supervisors shall be able to communicate, read and write
- 7.2 Security Guards
  - (a) Security guards shall be trained and have minimum of grade 10 (Gr 10) and Grade "C" PSIRA certificate.
  - (b) Security guards shall be able to communicate, read and write.
  - (c) Security guards may not be younger than 18 years of age.

## 8. General Provisions for Supervisors and Security Guards

- 8.1 Supervisors and security guards shall have undergone and passed formal Security training approved by PSIRA. Grade "B" PSIRA certificate
- 8.2 At all times supervisors and security guards shall present an acceptable image/appearance which implies, inter alia, that they may not publicly sit, lounge about, smoke, eat or drink while attending to people.
- 8.3 Supervisors and security guards shall 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 behavior towards them.
- 8.4 Supervisors and security guards shall be physically healthy and medically fit for the execution of their duties.
- 8.5 Supervisors and security guards shall be registered as security officers/guards, as required by Private Security Industry Regulatory Act, Act 57 of 2001.
- 8.6 Supervisors and security guards shall sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Employer.
- 8.7 Supervisors and security guards are prohibited from reading office documents or rummaging through records.
- 8.8 No information concerning Employers activities may be furnished to the public or news media by the Contractor or his employees.
- 8.9 The Employer reserves the right to ascertain from the S.A. Police Services whether security staff in his/her service possesses clearances, and to ascertain from the Private Security Industry Regulatory Authority (PSIRA) whether the security staff are registered with PSIRA.
- 8.10 **The wages paid to security personnel shall be at least the minimum wage according to the National Bargaining Council for Private Security Sector (NBCPSS) for the specific area.**
- 8.11 The employer is responsible for accommodation and transportation of his employees.

## 9. Security Staff Equipment

**The Contractor shall ensure that each member of his security staff will at all times when on duty be fully equipped in respect of:**

- 9.1 A neat and clearly identifiable uniform from the Contractor, which uniform will include matching raincoats and overcoats for rainy and cold conditions respectively.
- 9.2 A clear identification card from the Contractor, with the member's photo, identification and numbers on it, worn conspicuously on his person at all times.

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- 9.3 Alternatively: A clear identification card from the Contractor with the member's identity and file numbers on it, accompanied by his official Identity Document, worn on his person at all times.
- 9.4 Service aids to be worn on the body at all times:
  - 9.4.1 Baton
  - 9.4.2 Handcuffs
  - 9.4.3 Whistle
  - 9.4.4 Pocket Book
  - 9.4.5 Pen
  - 9.4.6 Torch (at night)
  - 9.4.7 Radio – Hand held 2 Way
  - 9.4.8 Infrared forehead thermometer (on site daily for temperature screening)

**10. General Requirements**

- 10.1 The Contractor must provide a 24-hour service and tracking of patrols must be provided to the department on a weekly basis.
- 10.2 At his Headquarters, proper staff files of all security staff in his service that is employed for service shall be kept up to date by the Contractor and be available for inspections by the Employer. The appropriate documents shall include, inter-alia, scholastic, registration and medical certificates and security clearances.
- 10.3 The Contractor shall implement an approved control system such as a registers (sign in and out) to provide physical evidence of the presence of all employees on site at all times. Data sheets shall be supplied to the representative at his request and shall be submitted with payment certificates.
- 10.4 All employees shall be fully conversant with emergency plans and procedures on site and shall give their full support in the event of an emergency.
- 10.5 Employees shall not work for more than 12-hour shifts.
- 10.6 The Contractor shall at all times provide the necessary supervision on site. This shall include a duly appointed Security Manager, Shift Commanders for each shift and supervisors for specific functions. Supervisors and Shift Commanders may form part of the functional staff.
- 10.7 Bidders shall include schematic diagrams of their command and control structure in their bids.
- 10.8 The Contractor shall have detail procedures manuals for all security functions available on site at all times. Procedures manuals shall be submitted for the approval of the Employer at the start of the Contract. Approval of the manuals will not relieve the Contractor from any of his obligations under the Contract. Should the Employer discover any deficiencies in the Procedures Manuals subsequent to his approval of such Manuals, he may order the contractor to amend the Manuals to his satisfaction at the cost of the Contractor.
- 10.9 The Contractor must establish communication linkage with the police.
- 10.10 The Contractor shall check authorization letters for the removal of goods from the institutions. Copies of the authorizations should be recorded and kept by the service provider.
- 10.11 Upon signing of Service Level Agreement, the contractor shall submit full particulars, including proof of training, of all security personnel employed on site and shall not remove such personnel from the project or employ new personnel on site without written approval of the Employer.

**11. Back – Up Resources**

- 11.1 The Contractor shall provide adequate back- up resources to maintain security on the site.

## 12. Registers

12.1 Security registers are to be supplied and kept neat and legible.

### 12.2 Occurrence Book

12.2.1. The purpose of the occurrence book is to give an overall picture of activities, inspections

by supervisors, and all other relevant occurrences at the center.

12.2.2 The Contractor's security staff on duty shall make the following entries in the occurrence book:

- 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 shall be made clearly legible, in blue/black ink.

12.2.3 All occurrences, however, slight or unusual, shall be recorded with reference made to the correct time and relevant actions taken.

12.2.4 All security staff activities, especially deviations in respect of the duty list, specifying particulars of the staff and relevant times.

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

12.2.6 The unlocking or locking of doors or gates, specifying the time and by whom locked or unlocked.

12.2.7 The handing over of shifts, mentioning all names of all shift staff and accompanying equipment and aids. In this case, staff taking over as well as staff handing over shall sign the entry/entries

12.2.8 After the taking over of shifts, the first level supervisor shall make an entry declaring that he has read the Occurrence Book in order to acquaint himself with events that occurred during the previous shift.

12.2.9 All visits by second level supervisors and top management.

12.2.10 These entries shall be done in red ink.

**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 initialed on the side.

The Contractor shall store the completed (full) Occurrence Books until the end of the contract.

12.2.11 Vehicle inspection forms

To be completed by the night shift for all government vehicles on the premises. Day shift to check vehicles when taking over forms. Forms from previous day are to be handed in at the office before 08h00 the following day.

12.2.12 Fire Arm Procedure for Contract Security

All hand held firearms and ammunition are in the custody of the site supervisor and are kept in a locked safe. Handing over of firearms is done on a daily basis using the firearm Register. Alternatively, all hand held firearms and ammunition shall not enter the premises.

12.2.13 Storage of Pedestrian and Vehicle Forms

The contractor shall store the completed full pedestrian and vehicle register forms for a period of twelve months. After twelve months these documents must be given to the employer for archiving.

12.2.14 Notebook

The purpose of the notebook is to note down all incidents occurring or observations made by a security person during a turn of duty, for later reference. During their turns of duty all security staff shall wear a notebook on their persons. The following information shall be noted down in the notebooks: **All occurrences/events however, slight or unusual, referring to the following:**

- a. Reporting on and off duty.
- b. Time of occurrence or event.
- c. Extent of occurrence or event.

- d. Relevant occurrence book number with due allowance for paragraph below.
- e. Follow up actions taken in respect of occurrence or event.
- f. All relevant information noted down in notebook shall immediately or directly after return from a patrol, be copied into the occurrence book.
- g. The Contractor shall store the completed (full) notebooks for the contract period.

**12.2.15 Duty List**

- a. The purpose of the duty list is to serve as proof, at all reasonable times, that all staff who should be on duty per shift, are indeed on duty.
- b. Daily, weekly or monthly duty lists of all security staff on duty, as purported in this agreement, shall be drawn up by the Contractor and kept in the security control office of each Centre where such service is rendered.
- c. Any change to the duty list shall be crossed out by a single line, installed, dated and noted in the occurrence book.

**12.2.16 Duty Sheet**

- a. The purpose of a duty sheet is to ensure that all security staff on duty is familiar with the duties as required in this agreement.
- b. The Contractor shall have available at the Centre a fully expounded duty sheet per duty point.

**13. Occupational Health and Safety**

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

**13.1 The contractor: -**

- 13.1.1 acknowledges that it is fully aware of the terms and conditions of the Act;
- 13.1.2 acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act; agrees to ensure that all Services shall be performed and all equipment shall be used in accordance

With the provisions of the Act accepts accountability for its employees and sub-contractors to the extent that such employees and sub-contractors (including any other personnel) contravene the provisions of the Act;

- 13.1.3 agrees to comply with all rules and regulations implemented by or on behalf of the Employer relating to health and safety and will inform the Employer immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

- 13.2 The contractor shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.

- 13.3 The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

**14. Service Level Agreement**

It is recorded that the Employer and the service provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

**15. Breach and Termination**

Bidders are referred to General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract and delayed execution.

**16. Loss and Damage**

Contractor hereby indemnifies the State/Employer/Institution and will hold the State harmless/Employer/institution, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

**17. Transfer Management**

Upon termination of the contract for whatever reason contractor shall assist the Employer to transfer the Services to the Employer, or to another service provider designated by the Employer. Without detracting from the generality of this obligation, contractor shall, to the extent required by the Employer, provide the Employer or the third party service provider with all information and documentation required to enable the Employer or such service provider to provide the Services, it being recorded that this obligation shall not oblige contractor to deliver any documentation which is proprietary or confidential to contractor.

**18. Sub-Contractors**

The contractor may only sub-contract its obligations under the contract with the prior written consent of the Employer (or any other authorized authority) and then only to a person and to the extent approved by the Employer or such authority and upon such terms and conditions as the Employer or such authority require. It is recorded that where such consent is given the contractor shall remain liable to Employer for the performance of the Services.

**19. Strikes**

The Contractor undertakes that strikes by his personnel will not influence the rendering of this service.

**20. Insurance and Indemnity**

20.1 The contractor shall be held responsible for any loss of, or damage to, or theft of, or destruction of any property belonging to the Department of Transport which he/she is contracted to secure. The Contractor shall immediately inform the Department of such loss, damage, destruction or theft.

20.2 The contractor shall furnish to the Employer upon the effective date of this Agreement, insurance underwriter's certificates evidencing that the Contractor is in full compliance with all the above described insurance requirements (including the insuring of the Contractor's contractual liability under this Article) and that:

20.2.1 The Employer, its officers, agents and employees shall be named as additional insurers there under.

20.2.2 The Contractor's policy requires the insurer (s) to give thirty – (30) days prior written notice of any cancellation or material alteration of the policies of insurance, or any parts thereof in a manner adverse to the Employer.

20.2.3 The Contractor's insurers waive rights of subrogation against the Employer, its officers, employees and agents to the extent of the contractor's indemnification obligations set forth Herein: and

20.2.4 The Contractor's insurance policy is endorsed to include a cross-liability clause.

22.3 The Contractor agrees and hereby undertakes to indemnify, defend and save harmless, the Employer, its officers, employees and agents from and against any and all liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the Employer, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement, excepting, however, such liability damages, claims, penalties, thefts, fines, losses, suits and action that are caused by a negligent act or omission of the Employer, its officers, employees and agents. The Contractor's liability under this indemnity shall be limited to the Public and Product Liability insurance coverage.

22.4 The Employer agrees that it will give to the Contractor prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Contractor and the Contractor shall have the right to participate in the defence of the same to the extent of its own interest.

23. Professional Indemnity, all Risks, Insurances, Warranties, guarantees, Licensing & on-site support

#### **24. Monitoring and Reporting**

- Establishment of the Project Management Steering committee to comprise of Contracts Management, End User, Service Provider and any other stake holder relevant to the project.
- A project steering committee will be established to monitor performance and certify invoices prior to payment.

#### **25. Duration of The Project**

- The term of the project will be **EIGHT (8) months** from the date of acceptance of the award/ purchase order.

#### **26. Validity of BID**

- The validity of the offer is thirty (60) days.

#### **NB:**

**After service has been rendered the invoices must be submitted to the following email address:**

**[InhouseConstruction.invoices@ectransport.gov.za](mailto:InhouseConstruction.invoices@ectransport.gov.za)**

**Each invoice shall refer to the official order number.**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF TRANSPORT)</b>					
BID NUMBER:	DOT-IHC-25/26-018	CLOSING DATE:	17 JUNE 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SECURITY SERVICE PROVIDER TO SECURE AND ENSURE SAFETY OF DEPARTMENTAL RESOURCES (PLANT, MATERIAL, PERSONNEL, ETC.) FOR R72 TO HAMBURG ROAD CONSTRUCTION PROJECTS FOR EIGHT (8) MONTHS				
<b>BID RESPONSE DOCUMENTS MUST BE E-MAILED BACK, AS INDICATED ON PAGE 2 (EMAIL ADDRESS)</b>					
DEPARTMENT OF TRANSPORT					
E-mail: <a href="mailto:Nondumiso.Mala@ectransport.gov.za">Nondumiso.Mala@ectransport.gov.za</a>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF THE BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

## PRICING SCHEDULE

Name of bidder.....

Bid number: **DOT-IHC-25/26-018**

Closing Time **11:00**

Closing date: **17 JUNE 2025**

SITE NAME	LOCATION	NO. OF GUARDS	SHIFTS
Department of Transport – R72 TO HAMBURG ROAD Construction Project	Tsilitwa Location	5 x Grade C  2 x Grade B  (valid registration with PSIRA)	3 x Grade “C” Day shift 2 x Grade “C” Night Shift 1 x Grade “B” Day Shift 1 x Grade “B” Night Shift  2 x Fire arms

**OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.**

ITEM NO:	DESCRIPTION	UNIT	Qty	DURATION (MONTHS)	RATE	TOTAL =
			(1)	(2)	(3)	(1) x (2) x (3)
1.	Grade C Security Guards	Guards	5	8	.....	.....
2.	Armed Grade B Security Guards	Guards	2	8	.....	.....
3.	Patrol vehicle	Kilometers	500	8	.....	.....
4.					<b>SUB TOTAL AMOUNT</b>	..... .....
5.					<b>VAT (IF VAT REGISTERED)</b>	..... .....
6.	<b>TOTAL (Carried forward to the Bid Pricing Form)</b>					..... .....

**NB: ALL BIDDERS MUST ENSURE THAT THEIR PRICING COVERS FOR RELIEF GUARDS.**

## BID PRICING FORM

For ease of reference, Bidders shall enter their Bid Price, copied from the Pricing Schedule, in the space provided below. Should there be any discrepancy, then the sum calculated from the Pricing Schedule, subject to any arithmetic correction, shall hold precedence.

**Total Price (amount in words ):**

.....

.....

.....,  
inclusive of VAT

**Total Price (amount in figures)**

R ....., inclusive of VAT

**NAME OF BIDDER:**

.....

**SIGNED ON BEHALF OF THE 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.....	Quote number : <b>DOT-IHC-25/26-018</b>
Closing Time : <b>11H00</b>	Closing date: <b>17 JUNE 2025</b>

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF QUOTE. \_\_\_\_\_

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by: DEPARTMENT OF TRANSPORT
- At: KING WILLIAMS TOWN
- Brand and model N/A
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis .....

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

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

\*Delete if not applicable

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

---

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

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

<sup>2</sup> 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.

**SBD4:**

## DECLARATION OF EMPLOYEES OF THE STATE OR OTHER STATE INSTITUTIONS

**1. In terms of section 30 of the Public Service Act;**

No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.

**2.**

Are any of the shareholders/ directors of your company employed by the State?	Yes/No
---	--------

**3. "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) Any provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.
- (f) Any Parastatal (A company or agency owned or controlled wholly or partly by the government).

**4. Should you indicate "yes" above, please provide the following details:**

No	NAME & SURNAME OF DIRECTOR	STATE INSTITUTION WHERE EMPLOYED	ID NUMBER	EMPLOYEE/ PERSAL NUMBER
1				
2				
3				
4				
5				

**5. Please note: The "state" is clearly defined in paragraph 3 above. In the event that "no" is selected and subsequently any false declaration are detected, the non-disclosure of such "state employment" will be deemed as "fraud". Therefore the state may reject the Quotation and in addition may proceed with further action should this declaration prove to be false.**

**6. DECLARATION**

I, (NAME & SURNAME) ..... ID NUMBER .....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 4 ABOVE IS CORRECT.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

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

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 038 038 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 038 038 (all applicable taxes included).

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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



## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2038 (Act No. 5 of 2038).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	The specific goals allocated points in terms of this tender	The specific goals allocated points in terms of this tender
<b>Historically Disadvantaged Individuals</b>		
(a) % ownership	4	
<b>Women ownership:-</b>		
(b) % women ownership	4	
<b>Youth ownership:-</b>		
(c) % youth ownership	4	
<b>Locality</b>		
(d) Within the Ngqushwa Local Municipality	8	

DOT-IHC-25/26-018 APPOINTMENT OF A PROFESSIONAL SECURITY SERVICE PROVIDER TO SECURE AND ENSURE SAFETY OF DEPARTMENTAL RESOURCES (PLANT, MATERIAL, PERSONNEL, ETC.) FOR R72 TO HAMBURG ROAD CONSTRUCTION PROJECTS FOR EIGHT (8) MONTHS  
**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## CONTRACT FORM – RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to the Eastern Cape Department of Transport in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number: **DOT-IHC-25/26-018** at the Price(s) quoted. My offer remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - i) Bidding documents, viz
    - Invitation to bid
    - Pricing schedule(s)
    - Filled in task directive/proposal
    - Preference Certificates in terms of the Preferential Procurement Regulations 2011
    - Special Conditions of Contract;
  - ii) General Conditions of Contract; and
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principle liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

### WITNESSES

1 .....

2 .....

DATE: .....

## CONTRACT FORM – RENDERING OF SERVICES

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, ..... in my capacity as..... accept your bid under reference number **DOT-IHC-25/26-0018** dated ..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	B-BBEE POINTS CLAIMED
Appointment of a Professional Security Service Provider to Secure and Ensure Safety of Departmental Resources (Plant, Material, Personnel, Etc.) for R72 to Hamburg Construction Project for Eight (8) months.	R.....		

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

#### WITNESSES

1 .....

2 .....

DATE: .....

### **GENERAL CONDITIONS OF CONTRACT**

- **The latest General Conditions of Contract [GCC] and Contract Law shall be applicable to this Quotation and obtainable by visiting the National Treasury website at [www.treasury.gov.za](http://www.treasury.gov.za)**
- **Bidders must familiarize themselves with these GCCs**