



Transport, Safety and Liaison
NORTHERN CAPE PROVINCE



FORMAL PRICE QUOTATION UP R 30 000-00 TO R 1000 000-00

NB: Use ink, preferably black, to fill in the information applicable to the specific required price quotation

Issued by:

Supply Chain Management Unit
Department of Transport, Safety and Liaison
Ocean Echo Building
Cnr Sydney & Lennox Street
Kimberley
8300

NAME OF A BIDDER: _____

CSD NUMBER: _____

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BID ADVERTISEMENT FORM

Bid description	Provision of security guarding services for the N12 Kimberley Weighbridge		
Bid number	RFQ/DTSL 23/24/01		
Name of institution	Department of Transport, Safety and Liaison		
The place where goods, works, or services are required	Kimberley Weighbridge - N12		
Closing date and time	Date	28 September 2023	Time
			11:00
Contact details	Postal address	Department of Transport, Safety and Liaison Private Bag X1368 Kimberley 8300	
	Physical address	Department of Transport, Safety and Liaison Ocean Echo Building Cnr Sydney & Lennox Street Kimberley 8300	
	Tel. no.	053 839 1700	
	Fax no.	N/A	
	E-mail address	dmqhum@ncpg.gov.za	
	Contact person	Mr Desmond Mqhum Deputy Director - Supply Chain Management	
	Where bids can be collected	<ul style="list-style-type: none"> - DTSL provincial office - www.dtsl.gov.za - E-tender portal 	
Where bids should be delivered	Ocean Echo Building, Cnr Sydney & Lennox Street, Kimberley		
Category (refer to annexure A)	N/A		
Sector	Other		
Region	Ocean Echo Building, Cnr Sydney & Lennox Street, Kimberley		
Compulsory briefing session/site visit	Date	N/A	
	Time	N/A	
	Venue	N/A	

1. INTRODUCTION

The Department of Transport, Safety and Liaison (DTSL) was established in terms of section 17(1) of the Public Finance Management Act, 1999 (Act, No.1 of 1999). DTSL seeks to appoint a service provider for the provision of Security Guarding services for the Kimberley Weighbridge for a period of seven (7) months.

2. PURPOSE OF THIS REQUEST FOR QUOTATION (RFQ)

The purpose of this Request for Quotation (RFQ) is to solicit quotations from potential bidder(s) for the provision of security services for the Kimberley Weighbridge - N12 for a period of seven (7) months.

This RFQ document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by DTSL for the provision of security services for the Kimberley Weighbridge - N12.

3. LEGISLATIVE FRAMEWORK OF THE BID

This RFQ has been prepared in accordance with Public Finance Management Act, 1999 (Act, No.1 of 1999) and its Regulations, and all relevant procurement legislation. If there is contradiction with this legislation, the ACT will prevail.

3.1 Tax Legislation

- 3.1.1 Bidder(s) must be tax compliant at the time of awarding of the bid. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 3.1.2 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 3.1.3 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 3.1.4 Bidders are required to be registered on the Central Supplier Database (CSD) and the DTSL shall verify the bidder's tax compliance status through the Central Supplier Database.

3.2 Procurement Legislation

- 3.2.1 DTSL has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and Preferential Procurement Regulation of 2022, the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003) and the Reconstruction and Development Programme

(RDP) as published in Government Gazette No. 16085 dated 23 November 1994.

- 3.2.2 In line with the Preferential Procurement Regulation of 2022, DTSL will hereby use specific goals determined by the department to advance the objectives of the department. All tenders will be evaluated in accordance with specific goals.

3.3 Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

4. BRIEFING SESSION

No briefing session will be held for this tender as the specification as set out are very detailed and does not require a briefing session. The bid documents may be obtained from the SCM office of DTSL provincial office or downloaded from www.dtsl.gov.za or www.etenders.gov.za.

Clarity seeking questions relating to the bid can be sent in writing to dmqhum@ncpg.gov.za or mmjoli@ncpg.gov.za.

5. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 30 days. The bidder accepts that, if DTSL extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

6. CONTACT AND COMMUNICATION

- 6.1 A nominated official of the bidder(s) can make enquiries in writing to dmqhum@ncpg.gov.za or mmjoli@ncpg.gov.za. The delegated office of DTSL may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 6.2 Any communication to an official or a person acting in an advisory capacity for DTSL in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 6.3 All communication between the Bidder(s) and DTSL must be done in writing.
- 6.4 Whilst all due care has been taken in connection with the preparation of this bid, DTSL makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. DTSL and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 6.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DTSL (other than minor clerical matters), the Bidder(s) must promptly notify

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DTSL in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DTSL an opportunity to consider what corrective action is necessary (if any).

- 6.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DTSL will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 6.7 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

7. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

8. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

9. FRONTING

- 9.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 9.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies DTSL may have against the Bidder / contractor concerned.

10. SUPPLIER DUE DILIGENCE

DTSL will conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

11. SUBMISSION OF QUOTATION

11.1 Bid documents may either be posted or hand delivered to Department of Transport, Safety and Liaison, Ocean Echo Building, Cnr Sydney & Lennox Street, Kimberley, 8300. Bidder(s) who wish to make use of speed services must mark "delivery to counter" and not to private bag / box. Bidder(s) must also contact the SCM office through the above-mentioned email stating the tracking number of the bid document. **It is the bidder's responsibility to ensure that the courier service delivers their document on time.**

11.2 Bid documents will only be considered if received by DTSL before the closing date and time, regardless of the method used to send or deliver such documents to DTSL.

11.3 Bidders are required to initial each page of the tender document on the bottom right hand corner.

12. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of **seven (07) months**.

13. SCOPE OF WORK

The preferred bidder's prime objective is to provide a safe environment and to protect the property, personnel and information of Department of Transport, Safety & Liaison against theft, damage, unlawful occupation, trespassing and any other criminal activity.

The Department of Transport, Safety & Liaison requires services of trained security personnel to perform duties at the premises occupied by the department. The security services shall be provided on the property of DTSL and shall in general entail the patrolling of premises, access control, control of assets, escorting of personnel and/ or members of the public where required and protection from and/ or to buildings and general crime prevention measures as agreed upon.

The guarding function should relate to the seven (7) essential and interdependent elements of a physical security system i.e.

- Physical Security
- Monitoring Procedure
- Access Control

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- Patrol Procedure
- Fire Control and Detection
- Contingency Planning
- Escorting

In order to safeguard the premises and the contents thereof as well as the people therein or thereon, the bidder must do this in terms of the following legislations:

- a) The application of the Control of Access to Public Premises and Vehicle Act 53 of 1985, Section 2, 3 and 4, as well as; C5.
- b) The application of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51
- c) Section 13 of the Constitution regarding violations must be avoided.
- d) The Firearms Control Act 60 of 2000, section 10, 34, 90 and 106.
- e) Private Security Industry Regulation Act 56 of 2001
- f) Protection of Information Act 84 of 1982
- g) Trespass Act 6 of 1959
- h) Occupational Health and Safety Act 85 of 1993
- i) The application of the Minimum Information Security Standards (MISS) policy document approved by Cabinet on the 04 December 1996.
- j) DTSL Security Policy and procedures
- k) And all other applicable legislation, policies and procedures.

Based on the above quotations are hereby invited for the rendering of security service to the Department of Transport, Safety & Liaison at the Kimberley Weighbridge - N12 (For the period of 07 months)

14. PERSONNEL REQUIREMENTS IN TERMS OF SECURITY SERVICES

The scope of services shall include without limitation the following:

- a) DAY SHIFT STAFF, from 06H00 - 18H00, Monday to Friday (including public holidays): This should be a 24/7 service, including weekends and holidays.
 - ✓ Weighbridge on N12 (Kimberley):
 - 6 x Grade C with minimum 2 years' experience (2 per shift)
 - 1 x Grade B with minimum 3 years' experience in security service supervision
- b) NIGHT SHIFT STAFF (18H00-06H00), 24 HOUR WEEKEND AND 24-HOUR PUBLIC HOLIDAY STAFF:

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- c) The total number of staff members required peak time (during the day) is 2. It is the responsibility of the service provider to ensure continuity. If a security officer is unable to report for duty for whatever reason, it is therefore the responsibility of the service provider to ensure the availability of relief staff to maintain the specified number of security officers on site at all times. This includes, but is not limited to, leave of absence, strikes, social unrest, etc.
- d) All security staff shall be trained by DTSL to be knowledgeable about DTSL procedures, staff and policies in respect of security.
- e) The following are the minimum training requirements for security guards that must have certifications that are up to date and valid at all times for the duration of the contract:
 - i. Basic firefighting (level 1)
 - ii. Surveillance knowledge/background (as added advantage) and
 - iii. PSIRA accredited Grade B and C (as required) training
- f) In addition, the Grade B guard will operate as shift supervisor for the site.
- g) One of the Day Shift (06H00-18H00 Monday to Monday, including public holidays) Grade C security guards situated at the Kimberley Weighbridge – N12.

14.1 SPECIAL REQUIREMENTS

14.1.1 The Security guards on duty shall always be appropriately dressed with a uniform displaying his/her name, company name, handcuffs, pepper spray (for the Kimberley Weighbridge – N12), taser, a torch, portable two-way radio and a baton, and other self-defence weapons as deemed appropriate by the service provider.

14.1.2 The security guards must be equipped with a two-way radio, which is linked to their headquarters and the rest of the security staff.

14.1.3 A fully equipped control room is a requirement:

- Continuous communication between security personnel and control room
- Direct contact with South African Police Service (SAPS), Fire Brigade, DTSL security manager and other emergency services

14.1.4 Information with regard to the means of communication with the DTSL security manager must be provided.

14.1.5 Initial site risk assessment of DTSL site serviced by the service provider within fourteen (14) days of the start of the contract identifying current and potential risks, advising on how to mitigate the risks.

14.1.6 Reporting requirements to internal security unit of DTSL:

- Initial site risk assessment report of DTSL site serviced by the service provider within 21 days of the start of the contract, repeated every month.
- Report on any possible risks to the property of DTSL as the service provider becomes aware of the risk.
- Incident reports should be submitted within 24 hours of the incident taking place. This relates to any security related incident whether force was required or not.
- A monthly report of the site shall be submitted each month to the internal security unit of the Department within seven (7) working days of the end of the calendar month. Monthly reports should contain at least the following information:
 - Identified risks and hazards
 - All incidents
 - Update of PSIRA registrations

14.1.7 Department of Transport, Safety & Liaison reserves the right to increase or decrease security guards or alter the guard category at any existing or new location.

14.1.8 The service provider is strongly encouraged to use a locally based labour force for the convenience of the service provider to fulfil the contractual obligations.

15. INDEMNITY

The Department of Transport, Safety and Liaison shall not be liable for any injury and/or loss life for security guards or employees representing the preferred bidder or damage to assets and property belonging to the preferred bidder or affiliates whilst on the premises during the contract period.

16. TRANSFER AND CESSION

The preferred bidder shall render the security service. The use of subcontractors will not be allowed after awarding of tender, without prior written permission by the Department. The successful bidder shall not cede, transfer, sell or alienate in any way this contract awarded in terms of DTSL/01/2023/24 or any part thereof to any person or company.

17. DEFINITION OF DIFFERENT CATEGORIES OF SECURITY OFFICERS

Security Officer with the following qualification as per PSIRA regulations:

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Security Officer Grade A: means an employee who performs any one or more of following duties:

- a) Advising or reporting on any matter affecting guarding or protection services;
- b) Assisting in the screening of candidates for employment;
- c) Assuming responsibility for staff training;
- d) Drawing money at banks or similar institutions;
- e) Drawing money or cheques or taking possession of negotiable documents;
- f) Guarding or protecting goods;
- g) Supervising subordinate staff;
- h) Who may drive a motor vehicle in the performance of any or all the employee's duties; and
- i) Who may be called upon to perform any or all of the duties of lower grade security officers.

Security officer grade B: means an employee who performs any one or more of the following duties:

- a) Site or shift commander
- b) Managing of lower grade security officers
- c) Be called upon to perform any or all of the duties of lower grade security officers.

Security officer grade C: means an employee who performs any or more of the following duties:

- a) Controlling or reporting on the movement of persons or vehicles through checkpoints or gates;
- b) Searching persons and if necessary, restraining them
- c) Supervising or controlling of lower grade security officers.
- d) Searching goods or vehicles.

18. REGISTRATION WITH THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA)

18.1 Bidder(s) must provide full details of PSIRA registration for both the company, its directors, owners, and security guards. Copies of PSIRA registration certificates and/ or any other document(s) must be certified, if not, the bid will be invalid. Bidder(s) must ensure that the original certified copies are provided as copies of certified copies are not accepted.

18.2 All security officers as well as all relief and replacement staff shall be subjected to security clearance through SAPS.

19. GENERAL CONDITIONS

19.1 Information obtained by a security guard(s) during the course of duty shall be treated as strictly confidential and may not be divulged to a third party. Each

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- employee dispatched to Department of Transport, Safety & Liaison is required to sign the Declaration of Secrecy with the Security Manager.
- 19.2 A strike or lockout at the Department of Transport, Safety & Liaison shall not affect the security company's obligation to render security services.
- 19.3 The preferred bidder shall continue fulfilling all contractual services and obligations notwithstanding the fact that its security guards are on strike or lockout by their employer.
- 19.4 If security services are no longer required due to circumstances beyond the control of either the preferred bidder or Department of Transport, Safety & Liaison (e.g. fire, floods, war, relocation, etc.) the suspension or termination of security services shall be without cost to either party.
- 19.5 Reports and records prepared by security guards regarding their duties and responsibilities of assignment required by the security company should be made available to Security Management of Department of Transport, Safety & Liaison. Security reports must be written by the private security company to the security establishment of the department monthly and the incident report must reach the office of the Security Manager.
- 19.6 The security company shall be accountable to provide services to the Department of Transport, Safety & Liaison as set out in the Services Level Agreement.
- 19.7 The security company must provide properly trained back-up support for absences, e.g. within two hours in a multi-guard location or within an hour at a single guard location.
- 19.8 Supervision of security personnel is the responsibility of the security company. **Supervision must be provided through the use of an on-site supervisor (1 supervisor to supervise the Kimberley Weighbridge - N12 site identified).** Supervision by the Security Manager of Department of Transport, Safety & Liaison or any other departmental supervisory security personnel shall also be involved in compilation of the Service Level Agreement.
- 19.9 Security officers shall be familiar with the work sites under their jurisdiction.
- 19.10 The security company shall supply vehicles if required and a continuous communication link to their security officers and security control room.
- 19.11 New or replacement guards shall not be assigned to Department of Transport, Safety & Liaison site until they are suitably trained, familiar with their required duties, PSIRA registered and security screened by SAPS.

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- 19.12 Security company supervisor shall be responsible for consulting with the Department of Transport, Safety & Liaison Security Manager regarding assignment of post and work requirements, schedules and breaks and conducting on-the-job training.
- 19.13 There should always be relief security available even during break periods.
- 19.14 Property supplied by Department of Transport, Safety & Liaison to security guards under the contract shall remain the property of the Department of Transport, Safety & Liaison.
- 19.15 The preferred bidder will be liable to repair or replace damaged property or equipment belonging to DTSL due to misuse or abuse by any employee of representative of the preferred bidder.
- 19.16 The use of departmental property by security guards shall be for official business purposes only.
- 19.17 Department of Transport, Safety & Liaison shall have the ability to deduct payment from the security company for incidents that rise from inappropriate attendance, behaviour, appearance, performance, insufficient training, failure to provide back up support and the supply of unqualified security officials.
- 19.18 Security officials shall enforce, observe and comply with any legislation, departmental policy, security plan, directives, standing orders or other procedures.
- 19.19 Security officials shall report on discrepancies with any legislation, departmental policy, security plan, directives, standing orders or other procedures.
- 19.20 The Department of Transport, Safety & Liaison has the right to amend, modify and re-issue Post orders or other special orders. This modification to the basic Service Level Agreement should not otherwise affect the SLA unless such changes increase or decrease the number of work hours required.
- 19.21 Department of Transport, Safety & Liaison reserves the right to have the security company:
- Remove and replace incompetent security officials;
 - Conduct inspections regarding behaviour, appearance and performance; and
 - Determine security official suitability on re- assignment.
- 19.22 The security company shall not provide security guards that have been on duty for more than 13 consecutive hours and the guards shall have a break of 11

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hours between shifts. Applicable labour legislation and agreements must be adhered to.

- 19.23 The security company shall furnish security guards with the equipment necessary to carry out their duties and be responsible for the repair, maintenance and replacement thereof.
- 19.24 The security company shall use experienced personnel to provide on-the-job training at no cost to the department before new security guards are assigned or reassigned to a post on their own. It is the responsibility of the service provider to ensure that the training of all security staff remains up to date.

20. PRICE SCHEDULE (SEE ATTACHED ANNEXURE A)

This section of the specification must be completed by all bidder(s) as failure to comply shall lead to disqualification.

- All offers must include VAT, if the bidder is eligible for VAT verifiable by a unique VAT number. All prices must be in South African Currency (Rand).

The following conditions shall be applicable and forms an integral part of the bid:

- For the purpose of this contract, use will be made of the relevant Category Security Officers, as defined in the order made in terms of section 51A(2) of the Labour Relations Act 1956, as published in Government Gazette No. 25075 dated 13 June 2003.
- The bidder shall pay his/her employees at least a minimum monthly basic wage, as prescribed for the area concerned in the Basic Conditions of Employment Act, 75 of 1997: Sectoral Determination 6: Private Security Sector, South Africa (Government Gazette No. 29188 dated 1 September 2006).
- Price per guard should be all-inclusive, i.e. package per year including all leave provisions and other benefits. Bidders shall also make provision in their price structure for relief security offers. (See annexure A).
- All travel, administrative and other costs related to delivering on the bid must be included in the pricing calculations.
- Annual increase of CPI as stated in the sectoral determination will be applicable in this bid. Salaries/wages will be in line with any increases as published per Government Gazette in line with the Order for the Security Trade.

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- The appointed bidders must confirm that it has an insurance policy to cover any damages/ losses incurred by its employees to the property of DTSL for the duration of the contract. Cover must be at least R1 million. The insurance policy should be provided within one month of the official notification of acceptance of offer.

21. EVALUATION AND SELECTION CRITERIA

In line with the PPF Regulations of 2022, DTSL will hereby be applying price and specific goal as a criteria to advance the objectives of the department. The DTSL has set minimum standards (Gates) that a prospective bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Mandatory requirements (Gate 1)	Functionality Evaluation Criteria (Gate 2)	Price and Specification (Gate 3)
<p>Bidder(s) must submit all documents as outlined in the table below.</p> <p>Only Bidder(s) that comply with mandatory requirements will proceed to Gate 2.</p>	<p>Bidder(s) are required to achieve a minimum of 70 points out of 100 to proceed to Gate 3</p>	<p>Bidder(s) will be assessed on price and Specific goals.</p>

21.1 Gate 1: Mandatory Requirements

Without limiting the generality of the DTSL's other critical requirements for this bid, prospective bidder(s) must submit the documents listed in the table below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase, bidder(s) responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Document that must be submitted	Non-submission will result in disqualification	
Invitation to Bid- SBD 1	YES	Complete and sign the supplied pro forma document.
Tax Status Tax Clearance Certificate	NO	<p>In the event where the Bidder submits a hard copy of the Tax Clearance Certificate or SARS PIN, the CSD verification as well as SARS e-filing verification outcome will take precedence.</p> <p>At award, the successful bidder must be tax compliant on CSD and/ or SARS e filing.</p>

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Declaration of Interest - SBD 4	YES	Complete and sign the supplied pro forma document.
Preference points claim form - SBD 6.1	NO	Bidder(s) are required to prove the specific goal by providing the department with required documents.
Contract Form - Rendering of services - SBD 7.2	NO	Bidder undertake to render services described in the attached bidding documents.
Registration on Central Supplier Database (CSD)	YES	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration and CSD Master Registration Number (MAAA number).
Original certified PSIRA Registration Certificate for company, directors, owners and employees	YES	Bidders and all employees must be registered with PSIRA.
Registration for UIF and Compensation for Occupational Injuries and Diseases Act (COIDA)	YES	Bidders must be registered with UIF & COIDA.
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A in a separate envelope
Proof of control room address in Northern Cape	YES	Bidders must provide proof of control room address (Lease Agreement/Ownership).

21.2 Gate 2: Functionality Evaluation Criteria = 100 points

All bidders are required to respond to the functionality evaluation criteria scorecard as indicated below. Only bidder(s) that have met the mandatory Gate 1 requirements will be evaluated in Gate 2 for functionality.

A bidder that scores less than 70% for functionality will be regarded as non-responsive and will be disqualified. All bidder(s) who receive 70% and more for functionality will further be evaluated on points for price and specific goals.

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The criteria that will be considered for determining functionality include:

Criteria	Guidelines for criteria application	Weights
Experience	<ul style="list-style-type: none"> • Company profile to prove experience of the service provider to undertake the scope of work involved. • Minimum of 5 years' experience. • Three or more written references on relevant work conducted (That are not older than five years). 	20
Team capacity	<p>The service provider should demonstrate the capacity of directors and employees to carry out work required in terms of:</p> <ul style="list-style-type: none"> • List of officials (site to service): <ul style="list-style-type: none"> ○ Professional qualifications/ registration ○ Years' experience • Role of management in this tender 	30
Project Methodology	<ul style="list-style-type: none"> • Resources for carrying out security guarding services • Methods of supervision of guards • Compliance with labour law • Locally sourced workforce • Approaches to training of 	30

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	<p>staff</p> <ul style="list-style-type: none"> • Risk management strategy • Legal compliance (PSIRA, etc) • The ability to deliver uninterrupted service (contingency plan) • Demonstrate how the service provider will comply with the requirements from the department • Any supplementary information 	
<p>Operations</p>	<ul style="list-style-type: none"> • Functional control room /operational office in Northern Cape, which must include the following: <ul style="list-style-type: none"> ○ Proof of 24 hrs operation ○ Base station, two-way radio and other means of communication ○ Computer and printer ○ Contact numbers for all emergency services 	<p align="center">20</p>

21.3 Gate 3: Evaluation of price (80) points and Specific Goal (20)

Only Bidders that have met the 70-point threshold in functionality criteria will be evaluated on points for price and Specific Goal. Price and Specific goal will be evaluated as follows:

SPECIFIC GOAL	PERCENTAGE	SCORE
RACE	100 %BLACK OWNED COMPANY	8
	76%-99% BLACK OWNED COMPANY	6
	50%-75% BLACK OWNED COMPANY	4
	LESS THAN 50% BLACK OWNED COMPANY	0
GENDER	100 % FEMALE OWNED COMPANY	5
	76%-99% FEMALE OWNED COMPANY	3
	50%-75% FEMALE OWNED COMPANY	2

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	LESS THAN 50% FEMALE OWNED COMPANY	0
YOUTH (18-35 years)	100 % YOUTH OWNED COMPANY	4
	76%-99% YOUTH OWNED COMPANY	3
	50%-75% YOUTH OWNED COMPANY	2
	LESS THAN 50% YOUTH OWNED COMPANY	0
DISABILITY	100 % DISABILITY OWNED COMPANY	3
	76%-99% DISABILITY OWNED COMPANY	2
	50%-75% DISABILITY OWNED COMPANY	1
	LESS THAN 50% DISABILITY OWNED COMPANY	0

Stage 1 – Price Evaluation (80 Points)

Criteria	Specific Goal Allocation
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	20

The following formula will be used to calculate the points for price:

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

Stage 2 – Specific Goal (20 Points)

Specific Goal Points allocation

Specific goals points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1);
- Originally certified Identification Document of stakeholders/trustees
- Medical Report issued by the Specialist; and
- Certified Copy of CIPC Report.

21. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DTSL is prepared to enter into a contract with the successful Bidder.
- b. The bidder submitting the General Conditions of Contract to DTSL together with its bid, duly signed by an authorised representative of the bidder.

22. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. An increase of CPIX per annum will be applicable to this bid.

23. SERVICE LEVEL AGREEMENT

Upon award DTSL and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by DTSL.

24. SPECIAL CONDITIONS OF THIS BID

DTSL reserves the right:

- a. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c. To accept part of a tender rather than the whole tender.
- d. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- e. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- f. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- g. Award to multiple bidders based either on size or geographic considerations.

25. DTSL REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

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Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of DTSL;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat DTSL fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DTSL;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of DTSL as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from DTSL will not be used or disclosed unless the written consent of the client has been obtained to do so.

26. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

DTSL reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of DTSL or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DTSL's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

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- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

27. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

The bidder should note that the terms of its proposal will be incorporated in the proposed contract by reference and that DTSL relies upon the bidder's proposal as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

It follows therefore that misrepresentations in a proposal may give rise to service termination and a claim by DTSL against the bidder notwithstanding the conclusion of the Service Level Agreement between DTSL and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

28. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing DTSL, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

29. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, DTSL incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds DTSL harmless from any and all such costs which DTSL may incur and for any damages or losses DTSL may suffer.

30. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

31. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. DTSL shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

32. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. DTSL reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to DTSL, or whose verification against the Central Supplier Database (CSD) proves non-compliant. DTSL further reserves the right to cancel a contract with a successful bidder contract.

33. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

34. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

35. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that DTSL allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and DTSL will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

36. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with DTSL's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by DTSL remain proprietary to DTSL and must be promptly returned to DTSL upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure DTSL's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

37. DTSL PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any DTSL proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

38. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (RFQ/DTSL 23/24/01) the DTSL may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall there upon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension



Transport, Safety and Liaison
NORTHERN CAPE PROVINCE



ANNEXURE A - PRICING SCHEDULE FOR SECURITY GUARDING SERVICES

CLOSING DATE & TIME: ON 28 SEPTEMBER 2023 AT 11H00

RFQ NUMBER: RFQ/DTSL 23/24/01 RENDERING OF SERVICES FOR PROVISION OF SECURITYGUARDING SERVICES TO THE DEPARTMENT OF TRANSPORT, SAFETY AND LIAISON FOR THE PERIOD OF 07 MONTHS

BIDDER NAME:

1. SALARIES OF EMPLOYEES

Description Of Site	No Of Guards Day Shift (A)	Cost Per Guard Day Shift Per Month (B)	Total Cost Day Shift Per Month (C) AXB	No Of Guards Night Shift (D)	Cost Per Guard Night Shift Per Month (E)	Total Cost Night Per Month (F) (D x E)	Total Cost Number Of Guards Per Month (G) (C+F)	Total Cost Of All Guards for 07 months (H) (G X 07 Months)
Guards (Grade C)	2	R-----	R-----	2	R-----	R-----	R-----	R-----
Supervisor (Grade B)	1	R-----						R-----
Sub total								
Vat @ 15								
Total cost of salaries for 07 months								

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Description	Quantity	Total Price (Including Vat)
Total cost of equipment		R.....
Management / other costs (specify)		R.....
Other (specify)		R.....

1. EQUIPMENT AND OTHER COSTS

SUMMARY OF THE TOTAL COST FOR A PERIOD OF 07 MONTHS:

TOTAL COST FOR SALARIES, EQUIPMENT AND OTHER COSTS	AMOUNT (PER ABOVE CALCULATIONS)
TOTAL COST FOR SALARIES	R.....
TOTAL COST FOR EQUIPMENT AND OTHER COSTS	R.....
TOTAL PRICE (INCLUSIVE OF VAT)	R.....



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NORTHERN CAPE PROVINCE



ANNEXURE B

SECURITY SERVICES

SITES AND PERSONNEL REQUIRED	FREQUENCY
KIMBERLEY WEIGHBRIDGE – N12	
1 X Security Grade C Security Guard Supervisor	Daily
6 (SIX) Security guards will be required, Weekend, Public Holidays and Night Shift (18h00 – 06h00) Day Shift (06h00 – 18h00) 2 Security Guards Per Shift	Weekend, Public Holiday, Day & Night
GENERAL	
The service provider to ensure that security personnel have the relevant training and qualifications as per PSIRA grading requirements and registration cards shall be displayed at all times whilst on the NCPT premises.	
SCOPE OF SERVICES	
ACCESS CONTROL	
Shall include but not limited to monitoring and entering and exiting of vehicles, employees/pedestrians into Kimberley Weighbridge – N12 premises inclusive of unauthorized removal of DTSL assets and property and opening and locking of entrances in line with NCPTS requirements and/or policies.	
PATROLLING DUTIES	
Shall include but not limited to the physical patrolling of the Kimberley Weighbridge - N12 premises. Any incidents and/or deviations should be reported and are to be recorded in the occurrence book.	
GUARDING DUITES	
Shall include but not limited to physical guarding of the Kimberley Weighbridge - N12 premises, assets and properties and assets of department.	

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EMERGENCY ASSISTANCE

The service provider shall provide additional security guards during emergency situations on the request of the DTSL.

KEY CONTROL

Shall include but not limited to safe keeping of keys and remotes issued to the service provider.

COMMUNICATION

The service provider must supply a communication channel between control on the site, as well control at DTSL, through a radio communication system and cellphones.

The service provider must at all times provide hand-carried radios in good working condition.

REGISTERS AND DOCUMENT MANAGEMENT

The service provider must keep the occurrence book up to date and handle any unauthorized situations as per procedure and issue the necessary documentation.

INCIDENT MANAGEMENT

Conduct investigations within 1 (one) day and submit the report within 3 (three) days. This includes incidents of theft, loss or damages.

OCCURRENCE BOOKS

Every completed book remains the property of the DTSL.

LEGAL SEARCHES

Routine legal searches shall be conducted on any person and vehicle wanting to gain access or entry to the Kimberley Weighbridge - N12 premises.

COMPLIANCE

PSIRA identification cards must be carried whilst on duty. All approved security legislation, codes of conduct and procedures must be complied with.

COMPLAINTS

All complaints shall be received by the supervisor and be attended to immediately without delay, but should any delay occur the complaints should be attended to within 12/24 hours

OCCURENCES/INCIDENTS

The service provider shall ensure that all incidents are accurately recorded in the Occurrence Book.

In the event of an incident on site the response time should be 15 minutes or less.

All security incidents occurring on site must be recorded and reported to the DTSL immediately.

SUPERVISOR

A supervisor shall be appointed by the service provider.

The supervisor shall visit site once in a day and will attend to all problems which may arise.

SECURITY GUARDS AND PERSONNEL

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Supervisor must have a grade A PSIRA certificate and supervisory experience.

Security guards must converse, read and write in English or any other official language

Security guards must at all times be capable of attending to administrative duties.

Security officers must be physically healthy, and mentally fit

SECURITY CLEARANCES

The service provider and staff may be vetted by the DTSL for security clearance.

Clearance certificates from the South African Police Services of personnel and Director/s are to be submitted within 21 (twenty-one) days from official notification of acceptance.

PENALTIES

PERFORMANCE DEFICIENCY	1st OFFENCE	2nd OFFENCE	3rd OFFENCE
Security officer(s) not posted	Penalty equals to cost of 1(one) shift	Penalty equals to cost of 1(one) shift + written warning	Penalty equals to cost of 2 (two) shifts + final written warning.
Late posting plus minus (thirty)30 minutes	Written warning	Final written warning	Penalty equals to cost of 1 (one) shift.
No radio /unserviceable radio/security equipment	Written warning	Final written warning	R150, 00 (one hundred and fifty) rand penalty per day.
Drunk/under the influence	Guard replaced immediately + written warning	Guard replaced immediately +final written warning	Guard replaced immediately + penalty equal to the cost of 1 (one) shift and termination of contract
Refusal to comply with lawful instruction	Guard re placed immediately +written warning	Guard replaced immediately + final written warning	Guard replaced immediately + penalty equal to the cost of 1shift and termination of contract
Sleeping on duty	Written warning +penalty equal to cost of 1 (one) shift	Final written warning + guard replaced	Guard replaced immediately and penalty equal to

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		immediately + penalty equal to 1 (one) shift	cost of 2 (two) shift
Absent from post	Written warning + penalty equal to cost of 1 (one) shift	Final written warning + guard replaced immediately + penalty equal to cost of 1(one) shift	Guard replaced + immediately and penalty equal to cost of 2(two) shift, Termination of contract
Insubordination	Written warning	Final written warning + penalty equal to cost of 1 (one) shift	Guard replaced + penalty equal to cost of 2(two) shift , Termination of contract
Negligent in the execution of duties	Written warning	Final written warning	Guard replaced + penalty equal to cost of 1(one) shift
Security officer without basic equipment (as per requirement)	Final written warning + equipment to be provided by start of next shift	Penalty equal to cost of 1(one) shift	Penalty equal to cost of 2 (two) shift, termination of contract
Invalid/ illegible company identification card (ID)	Written warning + card replaced within 48 (forty eight) hours	Final written warning + R50,00 (fifty) Rand penalty + card replaced within 48	R100,00 (one hundred) Rand penalty +card replaced within 48
Security officers not being able to carry out duties	Final written warning + guard replaced immediately	Final equal to cost of 1 n(one) shift + guard replaced immediately	Penalty equal to cost of 2 (two) shifts + guard replaced immediately, Termination of contract
Improperly dressed	Written warning + guard to be	Final written warning + guard to be properly	Penalty equal to cost of 1(one) shift + guard to be

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	properly dressed by next shift	dressed by next shift	properly dressed by next shift
Security officers leaving their posts before being relieved	Final written warning	Penalty equal to cost of 1 (one) shift	Penalty equal to cost of 2 (two) shift
Failure to comply with SERVICE LOCATION job Description	Final written warning	Penalty equal to cost of 1 (one) shift + guard replaced immediately	Penalty equal to cost of 2 (two) shifts + guard replaced immediately, Termination of contract
Incorrect number of security registers	Written warning + registers in place within 24 (twenty four) hours	Final written warning + registers	R100,00 penalty per day, + registers supplied within 24 hours
Use of security officers not registered with Security officers Board (SOB)	Guard replaced immediately + penalty equal to cost of 1 (one) shift	Guard replaced immediately + penalty equal to cost of 2 (two) shifts	Guard replaced immediately + penalty equal to cost of 3 (three) shifts, Termination of contract
Security officer unable to produce SOB ID card while on duty	Written warning + SOB ID card to be produce by next shift	Final written warning + SOB ID card to be produce by next shift	Penalty equal to cost of 1 (one) shift + SOB ID card to be produced by next shift
Failure to provide security officers who have the grades as stipulated in the PROPOSAL	Final written warning + guard replaced immediately + penalty equal to cost of 1 (one) shift	Guard replaced immediately + penalty equal to cost of 2 (two) shifts	Guard replaced immediately + penalty equal to cost of 3 (three) shifts Termination of contract

SECURITY GUARDING SERVICES TO KIMBERLEY WEIGHBRIDGE - N12 FOR 07 MONTHS: CHECKLIST OF DOCUMENTS TO BE SUBMITTED

CHECKLIST FOR BIDDERS	TICK	
	Yes	No
COMPLIANCE WITH MANDATORY REQUIREMENTS		
All forms completed, duly signed		
SBD 1: Invitation to Bid and Total Bid Price		
Tax Status Tax Clearing Certificate(the Central Supplier Database (CSD) verification as well as SARS e-filing verification outcome will take precedence.		
SBD 4: Declaration of interest		
SBD 6.1: Preference Points Claim form		
SBD 7.2 : Contract Form		
Detailed Pricing Schedule (Annexure A)		
Security Services (Annexure B)		
Original Certified PSIRA Registration Certificate for company, directors, owners and employees		
Registration of UIF and COIDA		
Proof of Control Room Address in Northern Cape - Kimberley		
FUNCTIONALITY CRITERIA REQUIREMENTS		
Company Experience		
Proposal that indicate Team Capacity		
Project Methodology		
Operations		
No of Bid Documents Copies Attached		