

TERMS OF REFERENCE TO SOURCE IN AND CONTRACT A PRIVATE SECURITY COMPANY (SERVICE PROVIDER) TO SUPPLY SECURITY PERSONNEL TO RENDER AVIATION SECURITY SERVICES AT POLOKWANE INTERNATIONAL AIRPORT

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TERMS OF REFERENCE TO SOURCE IN AND CONTRACT A PRIVATE SECURITY COMPANY (SERVICE PROVIDER) TO SUPPLY SECURITY OFFICERS TO RENDER AVIATION SECURITY SERVICES AT POLOKWANE INTERNATIONAL AIRPORT.

1. PURPOSE

The purpose of these terms of reference (TOR) is to invite bids from prospective service provider/s for the provision of security services at Polokwane International Airport for a fixed term of thirty-six (36) months.

2. BACKGROUND/ DISCUSSION

The service provider will be responsible for rendering aviation security services throughout the airport. Polokwane International Airport requires the services of aviation security services provider with a reputable track record to provide security personnel to provide aviation security services, thus complementing its internal (in-house) security personnel.

3. DEFINITIONS

3.1 Preferential Procurement

Regulations, 2017 mean the Preferential Procurement Regulations, 2017 issued in terms of Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

3.2 PSIRA Act

means the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001), including PSIRA Regulations issued in terms of the Act;

3.3 Security Administrator

is the person appointed by the GAAL to oversee implementation of this contract;

3.4 Security contractor

means the successful bidder who ultimately enters into a contract and service level agreement with GAAL; and

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3.5 Sites mean the GAAL buildings at—

Sites of Responsibility
International Departure
Main gate
Hold Baggage System (HBS) point
Domestic Arrival
Domestic Departure
Administration Building
Car parking and Rental Parking areas
Perimeter Patrol (airside & Landside)
DVOR, Glidepath, Localizer and Approach lights
Fuel Farm
Supervisor
AVSEC Manager
Supervisor
International Departure
Main gate
Administration Building
Old Terminal Building
Car parking and Rental Parking areas
Perimeter Patrol (airside & Landside)
DVOR, Glidepath, Localizer and Approach lights
Fuel Farm

4. ACRONYMS

4.1	B-BBEE	Broad Based Black Economic Empowerment;
4.2	CSD	Central Suppliers Database;
4.3	CIPRO	Companies and Intellectual Property Registration Office
4.4	CIPC	Companies and Intellectual Property Commission
4.5	EME	Exempted Micro Enterprise;
4.6	PSIRA	Private Security Industry Regulatory Authority
4.7	QSE	Qualifying Small Enterprise
4.8	GAAL	Gateway Airports Authority Limited

5. LEGISLATIVE MATRIX OF THE CONTRACT

5.1. TAX LEGISLATION

- 5.1.1. Bidder(s) must be compliant when submitting an offer to GAAL and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Valued Added Tax Act, 1991 (Act No. 89 of 1991).
- 5.1.2. It is a condition of this bid that the tax matters of the successful bidder(s) be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 5.1.3. The tax compliance status requirements are also applicable to foreign bidders/ individuals who submit bids.
- 5.1.4. Bidders are required to be registered on the Central Supplier Database and GAAL shall verify the bidder's tax compliance status through the Central Supplier Database.
- 5.1.5. Where Consortia / Joint Ventures / Sub-contractors are involved; each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

5.2. PROCUREMENT LEGISLATION

GAAL has 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), Preferential Procurement Regulations, 2017 and the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

5.3. TECHNICAL LEGISLATION AND STANDARDS

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

6. SCOPE OF WORK

- 6.1. The service provider shall provide security personnel that will render aviation security services on a 24/7 basis at Polokwane International Airport for a fixed term of thirty-six (36) months. A detailed scope of work **(SECURITY SERVICES MINIMUM REQUIREMENTS)** which the prospective service provider must comply with is attached hereto as Annexure A.
- 6.2. The service provider must supply security officers accredited to work at a National Key Point sites as outlined below:
- 6.3 **The successful bidder will be expected to-**
- a. provide access and egress control services at the sites;
 - b. prevent unauthorised access and egress of persons, vehicles, assets, and any other prohibited unauthorised goods or objects;
 - c. safeguard the property of GAAL at the sites;
 - d. provide parking management services;
 - e. provide patrol services;
 - f. notify GAAL of any impending security threat at the sites;
 - g. inform GAAL of any security related incident at the sites;
 - h. assist in investigations pertaining to all security issues at the sites;
 - i. continually assess the security condition of GAAL and recommend any necessary corrective action;
 - j. when required, provide additional physical security services (per contingency plan);
 - k. keep and maintain various security registers prescribed by GAAL; and
 - l. provide any other physical security related service.
- 6.4. The security contractor is expected to provide standard operating procedures on commencement of the contract, for approval by GAAL in respect of the key deliverables contemplated in clause 6.12 below.

6.5. The service contractor must assign an operational manager to GAAL for the duration of the contract. The operational manager must be available on a 24 hours basis and respond immediately when needed.

6.6 The security contractor must be able to communicate to the South African Police Service Communication and Crime Combating Partnership.

6.7. OCCURRENCE BOOK

6.7.1. The service contractor must, at its own cost, provide, keep and maintain an occurrence book, which GAAL may inspect at any time.

6.7.2. All incidents relating to security must be recorded in the occurrence book.

6.7.3. Incident reports must have a corresponding occurrence book reference number.

6.7.4. Any verbal instruction given to a security officer by GAAL must be recorded in the Occurrence Book by the security officer.

6.7.5 The Occurrence Book must remain the property of GAAL.

6.8. SITES VISITS BY MANAGER

The security contractor must ensure that a manager conducts regular sites visits per shift. Such visits must be logged in the occurrence book.

6.9. EQUIPMENT REQUIRED

6.9.1. Bidders must have the following equipment, which must be made available for inspection by GAAL during the evaluation and/or adjudication process.

- Battery operated torches;
- Batons;
- Handcuffs;
- Fire arms (Post related);
- Two way radios (including base station) that are functional;
- Operational 24 Hours Control Room;
- Vehicle radio base station,
- Rain Coats;
- Firearm Register;
- Firearm Safe;
- Two (2) Patrol Vehicles.
- Uniform (combat and corporate)
- Whistle
- Pepper Spray
- Telephone/Cellphone
- Computer/Laptop

6.9.2. The Security Contractor will be required to supply, maintain and operate, for his own account, the equipment must be in good condition and functional at all times.

6.9.3. Each security officer on duty must be provided with a Pocket book and a pen to record any incident before the incident is recorded in the occurrence book.

6.10.1 All security officers must -

- a. be registered with PSIRA and remain so registered for the duration of the contract. GAAL reserves the right to ascertain this registration status at any time before or during the term of the contract;
- b. be adequately trained in security procedures, electronic access control devices or equipment, health and safety, customer service, use of

security-related equipment, search procedures, radio speech, and other security related competencies necessary for the provision of the services to GAAL;

- c. be suitably qualified and capable of performing all assigned duties;
 - d. be able to understand, speak, read and write English;
 - e. have a good knowledge and understanding of their post descriptions and duties; and
 - f. have undergone and passed formal, recognised and accredited security training.
- 6.10.2 Security Officers must always be professional, courteous, dedicated, and helpful.
- 6.10.3 Security Officers must not lounge around, argue, eat, smoke or drink whilst undertaking duties or attending people.
- 6.10.4. In executing the contract, Security Officers and the Security Contractor may become privy to certain privileged information of or about GAAL. The Security Contractor and Security Officers must observe confidentiality and not use any information obtained pursuant to this contract for any reason other than for reasons envisaged in this contract. The Security Contractor must have systems in place to monitor compliance in this regard.
- 6.10.5. The Security Contractor and Security Officials must not provide any information relating to GAAL to the public or news media.
- 6.10.6. Security Officers must -
- a. not access any prohibited area;
 - b. Conspicuously wear minimum of two identification cards, one of the security contractor and the other a PSIRA issued identification card.
 - c. wear appropriate, neat, corporate uniform, which must comply with PSIRA security uniform requirements;
 - d. keep the grounds and area occupied by them clean, hygienic and neat at all times;
 - e. not carry on any trading on the sites;
 - f. immediately leave the sites upon relief by next shift security officers; and

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g. be familiar with the Emergency Plan of GAAL.

6.10.7. The Security Contractor must provide each security officer on duty with a duty sheet, which security officers must carry at all times, whenever on duty.

6.10.8. The Security Contractor must, at its cost -

- a. provide regular, customized accredited training to ensure that Security Officers are able to provide the required services; and
- b. prior to implementing any training, prepare a training plan and forward to the security administrator for approval.

6.11. DELIVERIES

Security Officers may not accept any delivery on behalf of GAAL, or any employee of GAAL.

6.12 The following security officers are required for this contract

Shift	Days	Requirements (attached certificate)	Number of Security Personnel	Sites of Responsibility
Day 6H00 – 18H00	Monday to Sunday	• Grade 12, PSIRA Grade C	5	International Departure
		• Grade 12, PSIRA Grade C	5	Main gate
		• Grade 12, PSIRA Grade C	2	Hold Baggage System (HBS) point
		• Grade 12, PSIRA Grade C	1	Domestic Arrival
		• Grade 12, PSIRA Grade C	4	Domestic Departure
		• Grade 12, PSIRA Grade C	2	Administration Building
		• Grade 12, PSIRA Grade C	4	Car parking and Rental Parking areas

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		• Grade 12, PSIRA Grade C – (One Armed)	2	Perimeter Patrol (airside & Landside)
		• Grade 12, PSIRA Grade C – (Four Armed)	8	DVOR, Glidepath, Localizer and Approach lights
		• Grade 12, PSIRA Grade C – (One Armed)	2	Fuel Farm
		• Grade 12, PSIRA Grade B	1	Supervisor
		• Grade 12, PSIRA Grade A	1	AVSEC Manager
Night 18H00 – 06H00	Monday to Sunday	• Grade 12, PSIRA Grade B	1	Supervisor
		• Grade 12, PSIRA Grade C	3	International Departure
		• Grade 12, • PSIRA Grade C	3	Main gate
		• Grade 12, PSIRA Grade C	2	Administration Building
		• Grade 12, PSIRA Grade C	1	Old Terminal Building
		• Grade 12, PSIRA Grade C	3	Car parking and Rental Parking areas
		• Grade 12, PSIRA Grade C – (One Armed)	2	Perimeter Patrol (airside & Landside)
		• Grade 12, PSIRA Grade C – (Four Armed)	8	DVOR, Glidepath, Localizer and Approach lights
		• Grade 12, PSIRA Grade C – (One Armed)	2	Fuel Farm

7. MINIMUM COMPETENCIES

- 7.1 Bidders must be registered as security service providers in terms of the PSIRA Act.
- 7.2 Bidders must be in good standing with PSIRA and remain so for the duration of contract.
- 7.3 Bidders must have the infrastructure and performance capacity contemplated in Regulation 5 of the PSIRA Regulations, read with section 23 (2)(b) of the PSIRA Act. **The premises of the bidders will be inspected to verify compliance.**
- 7.4 Security officers employed by the bidder or contemplated to be employed by the bidder to execute this contract must be registered as security service providers in terms of the PSIRA Act and Regulations.

8. INFORMATION REQUIRED

- 8.1. If the bidder is –
 - a. a Close Corporation or Company, CIPRO or CIPC Registration documents reflecting the latest information about the bidder may be attached;
 - b. a trust, a copy of the trust deed and where applicable, a letter of authorisation issued by the Master of the High Court; or
 - c. any other entity, documentation establishing that entity.
- 8.2. Bidders must disclose the following information:
 - a. Full names of persons involved in the ownership and management of the Bidder.
 - b. Details of any association or relationship between the bidder and any other bidder(s) who bid for this contract.
 - c. Details of any association or relationship between any natural person (Individual) in any way involved or associated with the bidder, and any other bidder(s) who bid for this contract.

8.3. Bidders must indicate—

- a. the extent of resources under their control and resources available to enable them to execute the contract;
- b. that they will be able to adhere to generally accepted levels of quality in the provision of the service and explain the mechanism for quality assurance and review;
- c. the number and value of other contracts being undertaken by them at the date of the bid to enable the accounting officer to ascertain their ability to execute this contract;
- d. the number of full-time employees employed by the bidder at the time of bidding; and
- e. a breakdown in terms of race and gender at top and middle management levels;
- f. the level of control that Historically Disadvantaged Individuals possess in the bidding enterprise as well as their involvement in the operational and management levels;
- g. the extent of black ownership at equity level; and
- h. the extent to which the bidder has invested a percentage of its turnover on projects that have an economic value on any community in the province.

9. PRICE STRUCTURE

- 9.1. The bidder must separately submit and provide a complete price structure/ break-down per security personnel, as per the guideline indicated below.
- 9.2 Bid prices must include VAT, contingency costs and any other additional cost.
- 9.3 Bidders must prepare a pricing schedule signed by the authorized signatory, indicating costs per month, including contingency costs and costs for the duration of the contract. Should there be a discrepancy between the prices in the schedule and the total price

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indicated on the bid form, **GAAL will consider the total price on the bid form.**

- 9.4 It is the responsibility of the bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for price escalation (except for statutory wage increases as determined by the Minister) will be entertained, regardless of the reasons for such request.

A. Price Structure: Grade C security personnel per month: Day shift

Description	Amount
Salary per month (in terms of PSIRA rates)	R
Overheads	R
Training: NKP	R
: Dangerous goods CAT 12	R
: Part 108, 109 and 110	R
Total per Security Personnel Grade C inclusive of VAT	R
Number of security personnel Grade C (day shift)	35
Total monthly cost as per number of security personnel	R

B. Price Structure: Grade C security personnel per month: Night shift

Description	Amount
Basic salary per month (in terms of PSIRA rates)	R
Training: NKP	R
: Dangerous goods CAT 12	R
: Part 108, 109 and 110	R
Total per Security Personnel Grade C inclusive of VAT	R
Number of security personnel Grade C (night shift)	24
Total monthly cost as per number of security personnel	R

C. Price Structure: Grade A security personnel per month: Day shift

Description	Amount
Basic salary per month (in terms of PSIRA rates)	R

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Training: NKP	R
: Dangerous goods CAT 12	R
: Part 108, 109 and 110	R
Total per security personnel Grade A inclusive of VAT	R
Number of security personnel Grade A (day shift)	1
Total monthly cost as per number of security personnel	R

D. Price Structure: Grade B security personnel per month: Night shift

Description	Amount
Basic salary per month (in terms of PSIRA rates)	R
Trainings : NKP	R
: Dangerous goods CAT 6	R
: Part 108, 109 and 110	R
Total per Security Personnel Grade B inclusive of VAT	R
Number of security personnel Grade B (night shift)	1
Total monthly cost as per number of security personnel	R

E. Price Structure: Grade B security personnel per month: Day shift

Description	Amount
Basic salary per month (in terms of PSIRA rates)	R
Trainings : NKP	R
: Dangerous goods CAT 6	R
: Part 108, 109 and 110	R
Total per Security Personnel Grade B inclusive of VAT	R
Number of security personnel Grade B (day shift)	1
Total monthly cost as per number of security personnel	R

- **Dangerous goods CAT 6 and CAT 12** – First two years is initial training, and third year will be refresher training.
- **Part 108** – First year initial training and annual refresher training (for remaining two years).
- **Part 109** – First year initial training and annual refresher training (for remaining two years).

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- **Part 110** – First year initial training and annual refresher training for remaining two years).
- **NKP** – Within 3 years period a once-off NKP training and annual refresher training.

Bidding Pricing Structure

Description	Qty	Unit Price per personnel	Total per month	Year 1	Year 2	Year 3
Grade C security personnel Mon to Sun (day shift)	35					
Grade C security personnel Mon to Sun (night shift)	24					
Grade B security personnel Mon to Sun (day shift)	1					
Grade B security personnel Mon to Sun (night shift)	1					
Grade A security personnel Mon to Fri (day shift)	1					
Sub-total (excluding VAT) 3 years						
VAT						
Grand total (including VAT) 3 years						

10. OPERATIONAL PLAN

The bidder should provide a Comprehensive Operational Plan that should include the following information:

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- a) The operational management team that will be responsible for the management of the contract and interaction with the Airport with qualifications that meet SACAA requirement for Management position.
- b) Plans in which the operational management team and control room will monitor the security officers provided and the frequency thereof.
- c) Plan of action and procedures to deal with misconduct and other disciplinary action regarding their security personnel.
- d) The type of on-going or refresher training (training program) and the intervals thereof that will be provided to the security personnel who will be supplied.
- e) Copies of site instructions entailing general security instructions that the security officers must comply with whilst on duty.
- f) Plans for continued provision of the security services (replacement labour) in case the supplied security officers embark on strikes or are prevented from reporting on duty due to strikes or similar labour unrests.
- g) The service provider shall be expected to develop Manual Operational Plan for security screeners organisation that should be approved by SACAA during the first three months of appointment.
- h) A monthly reporting template that will assist the Airport to monitor the performance of the service provider. This is in addition to the items mentioned in paragraph 13.3.
- i) Policies, procedures or plans in which the service provider will ensure continued screening officers supplied.
- j) All Security Officers, including Supervisors and managers, must be citizens or person who has permanent resident in the Republic of South Africa.
- k) The Service Provider will be required to be accredited with SACAA for Screener Organization within six months of its appointment at the airport.

- l) The Service Provider will be required to register with Government Security Regulator as a National Key Point service provider to the airport within one month after the appointment.

11. SPECIAL CONDITIONS OF CONTRACT

11.1. Compliance with legislation

The security contractor is expected to be familiar with and comply with legislation and policies applicable to the security services industry and this contract, including but not limited to-

- a. PSIRA Act;
- b. PSIRA Regulations;
- c. Code of Conduct for Security contractors issued in terms of the PSIRA Act;
- d. Control of Access to Public Premises and Vehicle Act, 1985, (Act No. 53 of 1985);
- e. Criminal Procedure Act, 1977 (Act No. 51 of 1977), in so far as it relates to execution of this contract by the bidder;
- f. Firearms Control Act, 2000 (Act No. 60 of 2000);
- g. Protection of Information Act 1982, (Act No. 84 of 1982);
- h. Trespass Act, 1959 (Act No. 6 of 1959);
- i. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
- j. Sectoral Determination in respect of the Private Security Sector issued in terms of the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997); and
- k. Labour Relations Act, 1995 (Act No. 66 of 1995);
- l. Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);
- m. The Security Policy of the Limpopo Office of the Premier; and

- n. Minimum Physical Security Standards (M.P.S.S) and Minimum Information Security Standards (M.I.S.S).

11.2. The Security Company must remain in good standing with PSIRA for the duration of the contract term, and GAAL reserves the right to check the PSIRA status at any time.

11.3. Third Party Liability Cover

The security contractor must, at its own expense –

- a. take out valid, adequate third party liability cover specifically relating to the rendering of services in terms of this contract with an authorized financial services provider, for an amount not less than five million rand;
- b. file proof of –
 - i. such cover, which must be valid for the duration of the contract with GAAL on commencement date of contract;
 - ii. payment of premiums as and when required by GAAL.

11.4. Bidder's own terms and conditions or qualifications of bid

This document contains the terms and conditions of this bid, and bidders must not qualify the specifications or come up with their own terms and conditions.

11.5. Reservation of Rights

GAAL reserves the right to-

- a. invite bidders to make presentations regarding any aspect (s) of the bid;
- b. request further information or document (s) from any bidder after closing date;
- c. verify information and documentation of any bidder;
- d. inspect or cause the premises of any bidder to be inspected;
- e. at any reasonable time, inspect or cause the premises of the security contractor to be inspected;

- f. award the bid to a bidder who did not score the highest points; and
- g request the security contractor to redeploy any number of security officials to another sites of GAAL, on the same terms and conditions of this contract.

11.6. Bid Acceptance

The preferred bid will be accepted subject to the condition that the preferred bidder signs a contract and service level agreement with GAAL within seven (7) days of the conditional award.

11.7. Termination of Contract

11.7.1 Bidders must acquaint themselves with the provisions of section 30 of the Public Service Act, 1994 (Proclamation 103 of 1994), read with section 23 (1) (h) of the PSIRA Act, and ensure that where applicable, natural persons who constitute the bidder comply with these laws. GAAL reserves the right to disregard a bid or cancel the contract with the security contractor if the bidder or security contractor, –

- a. has failed to comply with any legal or policy requirement that the bidder must comply with in order to enter into a valid contract with GAAL, including but not limited to any public servant constituting or in the employ of the security contractor not having the necessary permissions or authorisation in terms of the Public Service Act, or not having made the necessary financial disclosures to the employer or not having declared any or all interests in the bid documents;
- b. has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining any other contract with any other state institution, government department, provincial administration or public entity;

- c. after notification that the bid has been conditionally accepted, either fails, refuses or neglects or causes undue delays in the signing of the contract and service level agreement; or
 - d. has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to-
 - i. refrain from bidding for this contract; or
 - ii. bid at an agreed price.
- 11.7.2 GAAL may immediately terminate the contract without any notice to the security contractor if any of the following circumstances occur or exist:
- If the security contractor –
- a. commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
 - b. loses registration or good standing with PSIRA;
 - c. commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract;
 - d. has failed to comply with any of the requirements listed in clause 13.1; or
 - e. breaches this contract twice during the contract period.

11.8. Invoices and payments

- 11.8.1 Payment for services will be made within 30 days of submitting a valid invoice to GAAL, subject to the terms and conditions stipulated in the contract and service level agreement to be signed between GAAL and the security contractor.
- 11.8.2 The contract price is -
- a. payable upon satisfactory discharge of all obligations of the Service Provider and delivery of the services to GAAL in terms of this contract. GAAL will not make payment to the Service Provider in the event the Service Provider fails to satisfactorily perform any of its obligations in terms of this contract ; and

- b. fixed for the duration of the contract, and the Service Provider may under no circumstances approach or request GAAL for an increase in the contract price.
- 11.8.3 If the service or part of the service is out of commission for certain periods, the Service Provider will only claim a pro-rata rate for the actual service delivered from GAAL.
- 11.8.4. The Service Provider must submit an invoice for payment to be processed.
- 11.8.5. GAAL may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the Limpopo Provincial Administration an amount equal to the amount of any outstanding claims that the Provincial Administration may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract: Provided that GAAL will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by GAAL.
- 11.8.6 A certificate of indebtedness signed by the Chief Financial Officer of GAAL, reflecting the amount due and payable under clause 11.8.5 together with interest thereon, shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of withholding, deduction or set off by GAAL or payment by the Service Provider or for provisional sentence, summary judgment or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for such purposes.
- 11.8.7. In the event that GAAL institutes legal action against the Service Provider for any matter in connection with this contract, the Service Provider will be liable to pay GAAL's legal fees on an Attorney and own client scale.

11.9. Conflict of Interests

Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must have systems in place to identify potential conflicts and to bring them to the attention of GAAL.

11.10. Costs incurred by bidder

GAAL will not be responsible for or pay any expenses or losses which may be incurred by the bidder in the preparation and submission of its bid.

11.11. Bid binding upon security contractor

All written information, warranties and representations made by or on behalf of the bidder before conclusion of the contract are binding upon the security contractor and are deemed to have induced GAAL to enter into this contract.

11.12. Liability

The security contractor is responsible and liable for-

- a. the conduct, acts and omissions of security officers and the security contractor's agents or representatives;
- b. any unauthorized or unlawful entry by any person into the sites; and
- c. injury to any person, theft, loss or damage suffered by GAAL, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any statutory duty by the security contractor or the security contractor's employees, security officers, agents or representatives. Under such circumstances, the security

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contractor must, at its own expense, make good the loss or damage on demand and on the terms of GAAL.

12. CONTINGENCY PLAN

- 12.1. Bidders must submit a detailed contingency plan.
- 12.2. Should GAAL require additional security officers in terms of the contingency plan, the security contractor must be able to provide same within the period stipulated by GAAL.
- 12.3. The security contractor must be able to provide contingency security officers in the event where any security official, for any reason, is unavailable to perform his or her duties on any given shift.
- 12.4. The provision of contingency security officers triggered by situations envisaged in the contingency plan, will be at the cost of the security contractor and the security contractor must take this into account in compiling its bid price.

Bidders are required to submit their bids in two clearly marked envelopes as follows:-

ENVELOPE 1 (FUNCTIONALITY)	ENVELOPE 2 (PRICE & B-BBEE)
<p>Exhibit 1:</p> <p>Administrative and mandatory documents <i>(Refer to paragraph 14.1 - Gate 0: Administrative requirements (Table 1))</i></p> <p>Pre-qualification criteria <i>(Refer to paragraph 14.2 - Gate 1: Minimum B-BBEE status level of contributor.)</i></p>	<p>Exhibit 5:</p> <p>Pricing Schedule <i>(Refer to paragraph 9 – Pricing Structure – Pricing Submission)</i></p>
<p>Exhibit 2:</p> <ul style="list-style-type: none"> • Functionality Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses. <i>(Refer to paragraph 14.3 - Gate 2: Functionality Evaluation Criteria)</i> 	<p>Exhibit 6:</p> <p>SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017.</p>

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Exhibit 3: General Conditions of Contract (GCC)	
Exhibit 4: <ul style="list-style-type: none">• Company Profile• Any other supplementary information	

12.5. Project Enquiries

For technical enquiries:

Contact person: Mr Abe Chauke

E-mail address: abe.chauke@gaal.co.za

For Administrative enquiries:

Contact person: Mr Julius Ramatjie

Email address: scmgroup@gaal.co.za

13. PROJECT/ SERVICES REQUIREMENTS

13.1. Eligibility

- a. Prospective service providers shall be subjected to a security screening process through the State Security Agency prior to the appointment.
- b. The Security personnel and their reliefs shall be subjected to the security screening prior to being allowed to render services at the airport. No unscreened security personnel shall be posted to render the security service without written consent from the airport. Screening conducted in another airport or department where the security officer once works is not transferable to the airport.

c. The following requirements must be adhered by the winning bidder after appointment:

- I. Part 109 (Baggage and Passenger screening) and Part 110 (SACAA certification)
- II. Part 108 (Cargo Security)
- III. Level 2 AVSEC qualification (Recognise by SACAA) for Supervisor
- IV. Level 3 AVSEC qualification (Recognise by SACAA) for Manager
- V. Dangerous goods CAT 6
- VI. Dangerous goods CAT 12

- VII. National Key Point accreditation certificate – within one month after appointment.
- VIII. National Key Point officers accreditation certificate – within six months after appointment.
- IX. Screeners Organization certificate from SACAA – within six months after appointment.
- X. Public Liability Insurance with minimum of R5million upon commencement of the contract.

13.2. Services Completion

- a. The contract shall be for a period of thirty-six (36) months.
- b. The airport reserves the right to deduct an amount as negotiated between the parties, in the event that the appointed service provider does not comply with any of the conditions of the Contract, e.g. short-posting of the officers, late- posting, failure to supply the required security personnel etc, and shall this not exclude any other remedy to the airport`s disposal.

13.3. Service Reports

- a. The Security contractor must, on or before the last day of each month, prepare and submit a monthly report on the implementation of the contract, which must also include a consolidated list of occurrences.
- b. Such reports shall contain accurate information to enable the airport to monitor and manage the service provider`s performance.
- c. All documentation shall be in English.
- d. As a minimum, the report shall contain the following information:
 - i. Performance information in respect of the security officers supplied, security incidents/ risks identified corrective action undertaken, supervisory/ management visits to inspect security

officers, security officers' absence and misconducts and changes of security officers.

- ii. Indication of basic salaries paid to each security officer supplied and reasons for shortfall.
- iii. Number of shifts and hours worked by each security officer.
- iv. Proof of payment of PSIRA subscriptions for each security officer.
- v. Proof of payment to COIDA/ WCA for each security officer
- vi. Proof of registration to Provident Fund for each security officer.
- vii. Proof of training (records) undertaken by each security officer per month and costs thereof.
- viii. Any other additional information that may be required by the airport from time to time.
- ix. Proof of registration with UIF

13.4. Ownership in services vests in the Airport

- a. Any information supplied to or obtained by the service provider or its security personnel during the contract shall be treated as confidential and not divulged to any other third party.
- b. Reports and records (including Occurrence Book and pocket _books) generated by the service provider, or security personnel in respect of their duties during the course of the contract, shall be treated as confidential, and shall be handed over to the airport for safe-keeping.

14. EVALUATION CRITERIA

All bids will be evaluated in terms of administrative requirements, pre-qualification, functionality, in-loco inspection, and preference point system;

Administrative (mandatory) Criteria (Gate 0)	Pre-qualification Criteria (Gate 1)	Functionality Evaluation Criteria (Gate 2)	In-loco Inspection (Gate 3)	Price and B- BBEE Evaluation Criteria (Gate 4)
<p>Bidders must submit all documents as outlined in paragraph 14.1 (Table 1) below.</p> <p>Only bidders that comply with all these criteria will proceed to Gate 1.</p>	<p>Pre-qualification criteria for preferential procurement applicable to this bid shall be to a bidder having a minimum B-BBEE status level of contributor of level 1 to 4.</p> <p>Any bidder not meeting this B-BBEE requirement will be disqualified.</p>	<p>Bidder(s) are required to achieve a minimum of 124 points out of 190 points to proceed to Gate 3 (In-loco inspection).</p>	<p>Bidders must have an existing control room and required equipment.</p> <p>Any bidder not meeting minimum requirements will be disqualified.</p>	<p>Bidder(s) will be evaluated on price (weighted price) and B-BBEE claimed points</p>

14.1 Gate 0: Administrative (mandatory) requirements

Bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed in black ink by the duly authorised representative of the prospective bidder(s). **Correction fluid is not allowed and any cancellation on the bid document must be initialled by the authorized signatory.** During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s)

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proposal will be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for administrative/mandatory requirements

Document that must be submitted	Non-submission may result in disqualification.	
Original Bid Documents	YES	Duly completed and signed.
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document with a fixed physical address for their business operations for in-loco inspection.
Pricing Schedule (Non-firm prices) – SBD 3.2	YES	Complete (it must be submitted in a separate envelope) .
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document.
The National Industrial Participation Programme – SBD 5	YES	Complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1	YES	Non-submission will lead to a zero (0) score on B-BBEE and will lead to elimination of the bid offer in terms of Clause 14.2.
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document.
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document.
Proof of registration on Central Supplier Database (CSD) (detailed CSD report)/MAAA no. on SBD1.	YES	The bidder must be registered as a service provider on the Central Supplier Database (CSD).
B-BBEE certificate/ Original Sworn Affidavit or copy of sworn affidavit by CIPC	YES	A bidder that fails to meet the pre-qualification criteria for preferential procurement mentioned in paragraph 14.2 shall be disqualified.
PSIRA registration certificates of business	YES	Bidders are required to submit their valid PSIRA certificate (certified copy) of the business at closing date.
PSIRA registration certificates and copy of RSA ID books of directors of the business as they appear on the CIPC registration documents,	YES	Bidders are required to submit their valid PSIRA certificates and copy of RSA ID books of all directors as they appear on CIPC registration document (certified copies) at closing date.
PSIRA letter of good standing	YES	Bidders are required to submit their valid PSIRA letter of good standing
COIDA registration certificate	YES	Bidders are required to submit their valid COIDA registration certificate
UIF proof of registration	YES	Bidders are required to submit proof of registration with the Unemployment Insurance

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		Fund
Private Security Pension Fund registration	YES	Bidders are required to submit proof of registration with the Private Security Pension Fund
National Key Point acknowledgement letter	YES	Bidders are required to submit their valid NKP acknowledgement letter.
Comprehensive Operational Plan	YES	Bidders are required to submit comprehensive operational plan that complies with the requirements at paragraph 10.
Pricing Schedule	YES	Pricing structure must be completed in full for all service categories and be put in a separate envelope. Where bidder has omitted to put price for certain price categories the price offer will not be accepted and will be disqualified as it will not be comparable with others who have quoted for all service categories.

14.2 Gate 1: Pre-qualification Criteria

The pre-qualification criteria for preferential procurement applicable to this bid shall be to a bidder having a minimum B-BBEE status level of contributor of level 1 to 4. Any bidder not meeting this B-BBEE requirement will be disqualified.

Bidders must submit B-BBEE certificate (recognised by SANAS agency)/or **Original signed** Sworn Affidavit or copy of sworn affidavit by CIPC.

14.3 Gate 2: Functionality Evaluation Criteria

All bidders are required to respond to the functionality evaluation criteria.

Only Bidders that have met the Pre-Qualification Criteria in (Gate 1) will be evaluated in Gate 2 for functionality as per below table:

Functionality Evaluation – Bidders will be evaluated out of 190 points and are required to achieve minimum threshold of 124 points to proceed to Gate 3 for Price and B-BBEE evaluation; and

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As part of due diligence, the entity may conduct a site visit at the bidders' place of business (as per the physical address provided by the bidder on SBD1) and/or at client of the Bidder (reference) for validation of the services previously rendered.

Functionality Evaluation Criteria	Weight	Value	Total
<p>1. Number of contracts of a similar Aviation Security services (attach reference letters with clear contact persons and telephone)</p> <p>0 = 0 contract 1 = 1 – 2 contracts 2 = 3 - 4 contracts 3 = 5 contracts +</p>	10	3	30
<p>2. Experience in rendering of general security services (attach reference letters with contact details with clear contract period).</p> <p>0 = 0 years 1 = 1 - 3 years 2 = 4 - 6 years 3 = 7 years +</p>	20	3	60
<p>3. Firearm (attach certified copies of valid firearm licences registered in the name of the bidder)</p> <p>0 = 0 – 5 licences 1 = 6 licences 2 = 7 + licences</p>	5	2	10
<p>4. Branded Vehicles with company logo (attach certified copies of valid registration certificate in the name of the bidder)</p> <p>0 = 0 – 1 vehicle 1 = 2 vehicles 2 = 3 + vehicles</p>	5	2	10
<p>5. Number of completed contracts in general Security services (attach reference letters with clear contact persons and telephone)</p>	20	3	60

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0 = 0 contract 1 = 3 – 4 contracts 2 = 5 – 6 contracts 3 = 5 contracts +			
6. Operational Plan in terms of paragraph 10 above. 1 = less satisfactory of Operational Plan (5 less coverage items from Operational plan) 2 = satisfactory of Operational Plan (more than 5 coverage of items from Operational Plan)	10	2	20
TOTAL			190

Proposals that fail to meet the minimum threshold for functionality will be disqualified

14.4 Gate 3: In loco Inspection

Only Bidders that have met the 124 points threshold in Gate 2 will be evaluated in Gate 3.

All bidders are required to meet the minimum requirements of equipment stipulated in paragraph 6.10.1, failing which bidders will be disqualified.

Thereafter, **only the qualifying bidders will be evaluated in terms of the 80/20 in Gate 4.**

14.5 Gate 4: Preference Point System

Preference Points System where the 80 points are awarded for price and the 20 points are awarded for B-BBEE as follows:

FINAL EVALUATION CRITERIA	POINTS
Price	80
B-BBEE	20
Total	100

ANNEXURE “A”

SECURITY SERVICES OUTLINE

1. Purpose of work	To render 24/7 Aviation Security Services at the premises of the airport.
2. Shifts	Day shift: 06h00 to 18h00(Monday to Sunday and Public Holidays)
	Night shift: 18h00 to 06h00(Monday to Sunday and Public Holidays)
3. Security Equipment's, Aids and Facilities	Uniform, Occurrence Book, Pocket books, Handheld Metal Detectors'(HHMDs), Vehicle Mirror search, Two -way Radios, 4 X 4 Patrol Vehicle, 6 Firearms per shift and Cellphone.
4. Legal Requirements	<p>The security service provider and its directors/managers must be registered with the Private Security Industry Regulation Authority.</p> <p>The Airport reserve the right to subject the company, its directors and security officers supplied to a security screening process.</p>
5. Security Officers (Educational Level)	The security officers must be registered in terms of the Private Security Industry Regulation Act 56 of 2001 and accredited by the Security Industry Regulatory Authority to the appropriate grades as required by the Airport i.e. Grade “C”.
	<p>The security officers must be certified to perform screening and accredited with South African Civil Aviation Authority (SACAA) on Part 108, Part 109 and Part 110.</p> <p>All security officers, supervisor and managers must be Government Security Regulator (GSR)/National Key Point accredited.</p>

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	The security officers should be schooled to at least Grade 12
	Security Officers shall be able to communicate read and write in English and two other official languages.
	Security officers must not be younger than 18 years of age.
	Security supplied to render aviation security services must have had at least three (3) years of aviation security services experience.

6. General Requirements for Security personnel	Security officers must be always present an acceptable image and appearance which implies <i>inter alia</i> that they may not sit, lounge about, smoke, eat or drink while attending clients.
	They must at all-time present a professional and dedicated attitude/ approach, which shall imply, <i>inter alia</i> that there shall be no unnecessary argument with visitors/ staff or discourteous behaviour towards them.
	They must be physical fit and mentally capable to execute their security duties.
	The service provider or its security officers will under no circumstance divulge, furnish or disclose any sensitive information concerning the airport or any other parties' activities to the public or news media.
7. Security Uniform and identification	The security officers will at all times while on duty be dressed in a neat, clean and clearly identifiable corporate (not combat) uniform, which will include raincoats / suits for rainy seasons.
	A clear identification card of the service provider or issued by PSIRA with the security officers name and photo shall be worn conspicuously on his/her outer garment at all times for identification purposes.
8. Inspections by	Supervisor/ Management staff of the service

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Supervisors/ Management Staff	provider must inspect the security officers at least twice in a shift i.e. two inspection during day and nightshift.
9. Vehicle for patrol	To be able to do fence patrol 4 times per shift Where from 06:00 to 18:00 the patrol must be 4 times. And 18:00 to 06:00 the patrol must be 4 times and all patrols must be recorded in the register.

10. Security Duties and Responsibilities

The security officers will be required to perform the following security duties:

10.1 Act as authorized officers in terms of the Control of Access to the airport restricted areas by both personnel and vehicles as per Airport Security Plan as amended, which entail requesting a person who requesting a person who require entry into the premises to:

10.1.1. Furnish his/ her name, address and any relevant information required by the authorized officer.

10.1.2. Produce proof of his/ her identity to the satisfaction of the authorized officer.

10.1.3. Declare whether he/she has any dangerous object in his possession or custody or under his control.

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

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

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

11. Supervisor to supervise all duties of security personnel and make sure that all duties are performed, and posts are always covered with qualified AVSEC officers.

12.1. Perform Access Control duties which shall:

11.2.1. Recording visitors' particulars in a Visitors Register and booking them out on departure.

12.1.1. Recording details of all airport staff members visiting the premises after normal working hours in after-hours register.

12.2.3. Recording all events/ incidents in the prescribed Occurrence Book

12.2.4. Advising the airport security personnel of all access control implications, deficiencies, or imminent or perceived security crime risks occurring at their duty points or its vicinity.

12.2.5. Perform other access control duties as may be instructed from time to time.

12.2. Patrol Duties:

Patrol duties shall entail patrolling the airport premises regularly to:

12.2.1. Protect the airport staff members against injuries, death or any other offence including Schedule 1 offence of the Criminal Procedure Act 51 of 1977, as amended.

12.2.2. Protect the property of the airport at the site against theft, vandalism or any other criminal activities.

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

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

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

12.2.6. Check for actual or potential fire/ safety hazards and risks; and report them immediately.

12.3. Parking Reservations

12.3.1. Reserve parking for visitors coming for official business to the airport.

12.3.2. Ensure that no vehicular traffic congestion occur in front of the reception.

12.3.3. Ensure that the drop off zone is always open and unobstructed.

12.4. On-site supervision and Reporting Protocol

12.4.1. The security officers provided and placed on site by the service provider shall be subject to day to day supervision by the airport security personnel. Such supervision shall include, but is not limited to:

a) Giving instructions and orders

b) Redeploying the security officers within the premises as may be

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- necessary,
- c) Perusing security registers and other relevant material used by the security officers.