



**PRICE QUOTATION NO:**  
**SB5-22/23/0004**

**QUOTATION REQUEST THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES AT ERF NO 944 & 945 VACANT LAND IN ADDO, THE KRAAL IN ADDO AND THE CARAVAN PARK AT ASTON BAY, FOR A PERIOD OF 3 MONTHS AS PER THE SPECIFICATION OF THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.**

**BIDDER:**

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**CSD REGISTRATION:**

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**CLOSING DATE: 27 SEPTEMBER 2022**

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**CLOSING TIME: 11h00**

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**ENQUIRIES:**

SUPPLY CHAIN MANAGEMENT  
EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE  
GROUND FLOOR, OLD FORD HOUSE BUILDING  
55 ALBANY AND WESTBOURNE ROAD  
GQEBERHA

**SCM SPECIFIC ENQUIRIES**

Enquires: Mr A.J. Hitzeroth  
Email Address: [Alex.Hitzeroth@ecdpcw.gov.za](mailto:Alex.Hitzeroth@ecdpcw.gov.za)  
Tel No: 041 390 9067/ 079 520 4510

**TECHNICAL /PROJECT SPECIFIC ENQUIRIES**

Enquires: Mr. Vincent Mogofe  
Email Address: [vincent.mogofe@ecdpcw.gov.za](mailto:vincent.mogofe@ecdpcw.gov.za)  
Cell No.: 063 686 8451

**Fraud, Complaints & Tender Abuse Hotline**  
**0800 701 701 (toll free number)**



Province of the  
**EASTERN CAPE**  
PUBLIC WORKS & INFRASTRUCTURE

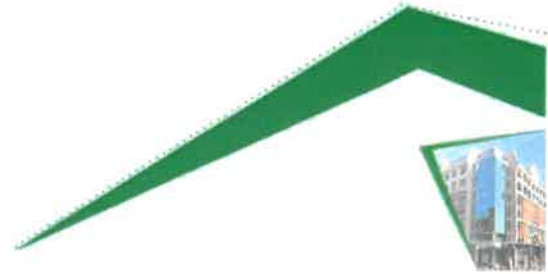


**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORK</b>					
BID NUMBER:	SB5-22/23/0004		CLOSING DATE:	27 SEPTEMBER 2022	
			CLOSING TIME:	11H00	
DESCRIPTION	QUOTATION REQUEST THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES AT ERF NO 944 & 945 VACANT LAND IN ADDO, THE KRAAL IN ADDO AND THE CARAVAN PARK AT ASTON BAY, FOR A PERIOD OF 3 MONTHS AS PER THE SPECIFICATION OF THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b> THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, GROUND FLOOR, OLD FORD HOUSE BUILDING, 55 ALBANY AND WESTBOURNE ROAD, GQEBERHA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr A.J. Hitzeroth		CONTACT PERSON	Mr. V. Mogofe	
TELEPHONE NUMBER	041 390 9067		TELEPHONE NUMBER	063 686 8451	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Alex.hitzeroth@ecdpw.gov.za">Alex.hitzeroth@ecdpw.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:vincent.mogofe@ecdpw.gov.za">vincent.mogofe@ecdpw.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					



Province of the  
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PUBLIC WORKS & INFRASTRUCTURE



IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

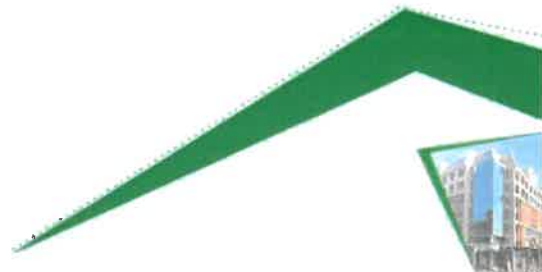
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**



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

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

For ease of reference, Bidders shall enter their Price in the space provided below:			
ITEM NO.	SERVICE/GOODS REQUIRED	GRAND TOTAL (amount in figures)	GRAND TOTAL (amount in words)
1.	QUOTATION REQUEST THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES AT ERF NO 944 & 945 VACANT LAND IN ADDO, THE KRAAL IN ADDO AND THE CARAVAN PARK AT ASTON BAY, FOR A PERIOD OF 3 MONTHS AS PER THE SPECIFICATION OF THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.	R..... (Carried over from page 20)	..... ..... ..... (Carried over from page 20)

If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.

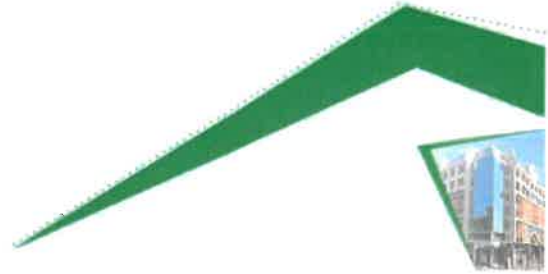
Failure to complete both the Bid Sum (amount in words) and the Bid Sum (amount in figures), will automatically invalidate the offer submitted.

SIGNATURE OF BIDDER: .....

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

DATE: .....

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



## PRICE QUOTATION NOTICE SB5-22/23/0004

**QUOTATION REQUEST THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES AT ERF NO 944 & 945 VACANT LAND IN ADDO, THE KRAAL IN ADDO AND THE CARAVAN PARK AT ASTON BAY, FOR A PERIOD OF 3 MONTHS AS PER THE SPECIFICATION OF THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.**

Bidders are here invited to submit quotations for the above indicated project. Quotation documents are available on the **19 SEPTEMBER 2022** at the Department of Public Works & Infrastructure, Old Ford House Building, Office number 116, First floor, Gqeberha and documents are downloadable free of charge on the Departmental website: [www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders).

Completed quotation documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box or not later than **11h00 on 27 SEPTEMBER 2022** when bids will be opened in public.

Physical Address of Bid Box: Department of Public Works & Infrastructure, Ground floor, Old Ford House Building, 55 Albany and Westbourne Road, Gqeberha.

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

### **A. This quotation will be evaluated in two (2) stages**

Phase One: Administrative Compliance

Phase Two: Bidders passing all stages above will thereafter be evaluated on PPPFA.

### **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:**

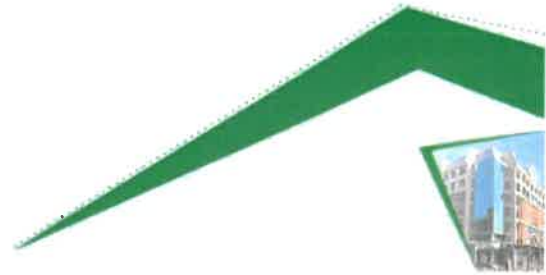
Maximum points on price	-	<b>80 points</b>
Maximum points for BBBEE	-	<b>20 points</b>
<b>TOTAL</b>	-	<b>100 points</b>

### **B. BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data the specifications, rules, special conditions of bid, evaluation criteria, and rules for evaluation for compliance to local content and other bid conditions are detailed in the document.



Province of the  
**EASTERN CAPE**  
PUBLIC WORKS & INFRASTRUCTURE



**C. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED to**

**SCM SPECIFIC ENQUIRIES**

Enquires: Mr A.J. Hitzeroth

Email Address: [Alex.hitzeroth@ecdpw.gov.za](mailto:Alex.hitzeroth@ecdpw.gov.za)

Tel No: 041 390 9067/ 079 520 4510

**TECHNICAL /PROJECT SPECIFIC ENQUIRIES**

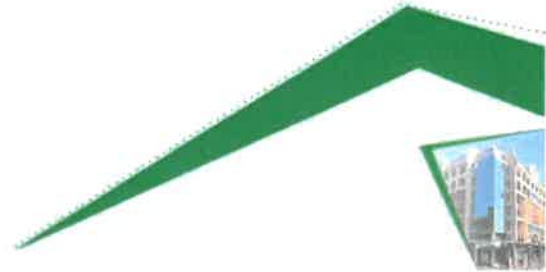
Enquires: Mr V. Mogofe

Email Address: [vincent.mogofe@ecdpw.gov.za](mailto:vincent.mogofe@ecdpw.gov.za)

Tel No.: 063 686 8451

**Fraud, Complaints & Tender Abuse Hotline**  
**0800 701 701 (toll free number)**





## SPECIAL CONDITIONS OF BID

### 1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.

For the purpose of this Price Quotation, the word "bid" is used interchangeable with the word "price quotation, and referring to "price quotation".

### 2. EXTENT OF BID

This contract is for the **QUOTATION REQUEST THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES AT ERF NO 944 & 945 VACANT LAND IN ADDO, THE KRAAL IN ADDO AND THE CARAVAN PARK AT ASTON BAY, FOR A PERIOD OF 3 MONTHS AS PER THE SPECIFICATION OF THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.**

### 3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

### 4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any bid will not necessarily be accepted.***

The Department wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

### 5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

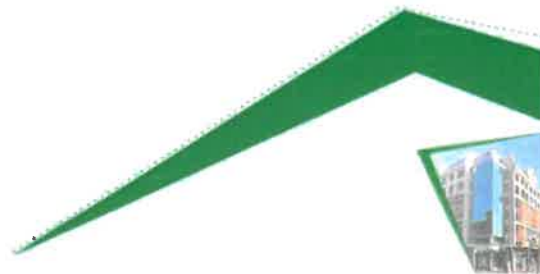
### 6. INSURANCE CLAIMS, ETC.

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

### 7. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of **60 days** from the closing date as stipulated in the bid document.



**8. PENALTY PROVISION**

**8.1** Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Department of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Department:

- [a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
  - [i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
  - [ii] A new Bid price (inclusive of escalation).

**8.2** Should the successful Bidder fail to deliver, provisions of the General Conditions of Contract will apply.

**9. BRAND NAMES**

Wherever a brand name is specified in this BID document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

**10. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

**11. PRICE ESCALATION**

No escalation of prices will be considered.

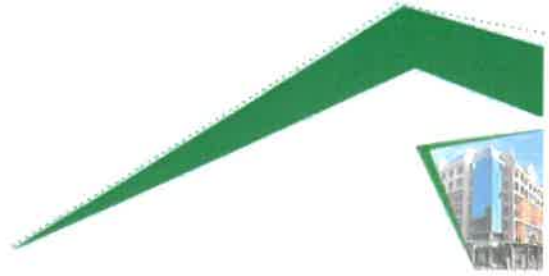
**12. AUTHORITY TO SIGN BID DOCUMENTS**

1. In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
2. In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
3. No authority to sign is required from a company or close corporation or partnership which has only one director or member.
4. In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

**13. CONTRACT PERIOD**

- a) The contract period is **3 Months**, calculated from the official site handover date.





- b) The Department of Public Works & Infrastructure may accept or reject any bid offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.
- c) The Department of Public Works & Infrastructure also reserves the right to accept the bid as a whole or a part of the bid, or any item or part of any item.
- d) The Department shall not accept or incur any liability to a supplier for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.

**14. DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Department the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

**15. DISPUTES**

In the event that disputes cannot be resolved by internal systems, the disputes will be settled by mediation.

**16. CLOSING DATE / SUBMITTING OF BIDS**

**16.1** Bids must be submitted in sealed envelopes clearly marked: **SB5-22/23/0004:**

**QUOTATION REQUEST THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES AT ERF NO 944 & 945 VACANT LAND IN ADDO, THE KRAAL IN ADDO AND THE CARAVAN PARK AT ASTON BAY, FOR A PERIOD OF 3 MONTHS AS PER THE SPECIFICATION OF THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.**

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing date, must be deposited in the bid box, Ground floor, Department of Public Works & Infrastructure, Ground floor, Old Ford House Building, 55 Albany and Westbourne Road, Gqeberha not later than **11h00** on **27 SEPTEMBER 2022** when bids will be opened in public.

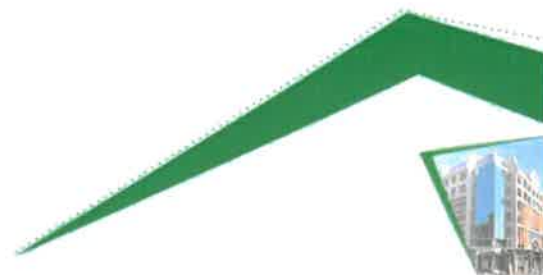
Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

**17. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER**

**17.1** The Bid will be awarded to the bidder who scores the highest PPPFA points. However, should an offer not be market related, the Department reserves the right to negotiate with bidders in accordance with the PPPFA regulations.

**18. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).



**19. COMMUNICATION**

- 19.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified persons, as indicated on Page 1 and 6 of this document via email. Bidder(s) must reduce all telephonic enquiries to writing and send to the mentioned email address.
- 19.2 The delegated office of Department of Public Works & Infrastructure may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 19.3 Any communication to an official or a person acting in an advisory capacity for Department of Public Works & Infrastructure in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 19.4 All communication between the Bidder(s) and Department of Public Works & Infrastructure must be done in writing.
- 19.5 Whilst all due care has been taken in connection with the preparation of this bid, Department of Public Works & Infrastructure 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. Department of Public Works & Infrastructure, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 19.6 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 Department of Public Works & Infrastructure (other than minor clerical matters), the Bidder(s) must promptly notify Department of Public Works & Infrastructure in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Public Works & Infrastructure an opportunity to consider what corrective action is necessary (if any).
- 19.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Public Works & Infrastructure will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 19.8 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.

**20. CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT**  
Spare parts (paragraph 14)

**21. PRESENTATION / DEMONSTRATION**

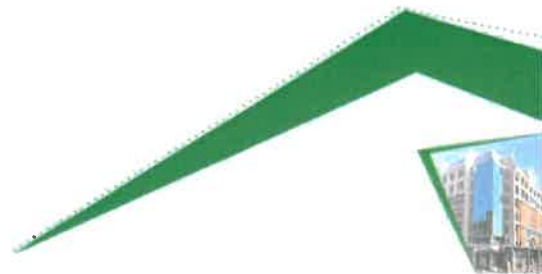
Department of Public Works & Infrastructure reserves the right to request presentations/ demonstrations from the short-listed Bidders as part of the bid process.

**22. SUPPLIER DUE DILIGENCE**

Department of Public Works & Infrastructure reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits/In loco Inspection.

**23. 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 Department of Public Works & Infrastructure,



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.

**24. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Public Works & infrastructure 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 Department of Public Works harmless from any and all such costs which Department of Public Works & Infrastructure may incur and for any damages or losses Department of Public Works & Infrastructure may suffer.

**25. 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.

**26. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. Department of Public Works & infrastructure 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.

**27. TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant

**28. 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.

**29. GENERAL BID RULES**

- a) The bid document shall be completed and signed
- b) The Department of Public Works & Infrastructure Supply Chain Management Policy will apply.
- c) The Department of Public Works & Infrastructure does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- d) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted
- e) Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof

**30. OTHER CONDITIONS OF BID**

- 30.1 The bidder must be registered on the Central Supplier Database (CSD) prior the award
- 30.2 All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
- 30.3 The Department will contract with the successful bidder with through SBD 7.1/ 7.2 and an official order



- 30.4 For bidders to qualify for BBBBEE points, the bidders are required to be submit with the quotation:
- a) An original or certified copy of a valid B-BBEE Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see [www.sanas.co.za/directory/bbee\\_default.php](http://www.sanas.co.za/directory/bbee_default.php)) or CIPC B-BBEE, if preference points are claimed in respect of Broad-Based Black Economic Empowerment. A tenderer which is an EME or QSE can submit a duly signed a valid original or
  - b) A valid original or valid certified copy of the bidder's "Sworn Affidavit" as prescribed by the B-BBEE Codes of Good Practice.
  - c) Failure to submit any of the above (a or b) will result in zero points scored for B-BBEE status level.
- 30.5 Furthermore, failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for BBBEE.
- 30.6 Annexure B – Company Composition must be completed.
- 30.7 The service provider must submit a criminal record clearance of all guards to be posted on identified sites within 21 days of appointment.



## **TERMS OF REFERENCE / SPECIFICATIONS**

**QUOTATION REQUEST THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES AT ERF NO 944 & 945 VACANT LAND IN ADDO, THE KRAAL IN ADDO AND THE CARAVAN PARK AT ASTON BAY, FOR A PERIOD OF 3 MONTHS AS PER THE SPECIFICATION OF THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.**

### **1. Project Objectives**

The objective of this bid is to appoint a service provider to provide security services by safeguarding Department of Public Works and Infrastructure facilities situated at Erf 944&945 (vacant land) in Addo, Caravan Park in Aston Bay and The Kraal in Addo for a period of 03 months.

### **2. Scope of work**

The successful bidder must render security services at the above mentioned premises including the following categories but not limited to:

- 2.1 Safeguard the premises 24/7, including weekends and public holidays.
- 2.2 Conduct access and egress control.
- 2.3 Screening/scanning of personnel, goods and vehicles.
- 2.4 Protection services and general crime prevention measures.
- 2.5 Escort personnel and members of the public where required;
- 2.6 Conduct safety and security inspections inside and outside the building which includes regular patrols
- 2.7 Assets movement monitoring;
- 2.8 Assist during emergency situations.
- 2.9 Assist in reception duties when and where required.
- 2.10 Ensure searching of persons, vehicles and goods.

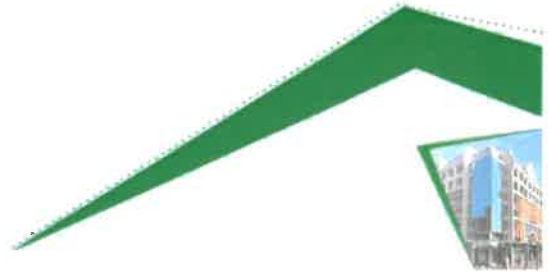
### **3. Security Guards & Supervisors**

- 3.1 Security guards must be PSIRA registered with Grade C.
- 3.2 Security guards and supervisors must be South African Citizens.
- 3.3 The successful bidder shall ensure that officials employed by them are security cleared in respect of criminal offences.
- 3.4 Possess good communication, reading and writing skills in English and 1 other official language.
- 3.5 Security guards must have sober habits and portray a professional attitude.
- 3.6 Supervisors (Grade B) must have valid driver's license (Minimum code 8/ EB).
- 3.7 Security guards must not be younger than 18 years of age.
- 3.8 Supervisors and security guards shall comply with the functions and duties as per the bid.
- 3.9 Supervisors must reside, for the duration of the contract, in the relevant area where services must be rendered.
- 3.10 Staff must be recruited from the local municipal area.

### **4. Shifts**

Working shifts will commence as follows:





- 4.1 Dayshift (06:00 to 18:00) and nightshift (18:00 to 06:00); Mondays to Sundays and public holidays.

## **5. Equipment required**

The successful bidder shall ensure that security guards are equipped with the following service aids:

- 5.1 Batons.
- 5.2 Handheld radios / two-way radio/ PTT (push to talk) or any effective two-way communication system
- 5.3 Torches.
- 5.4 Occurrence book.
- 5.5 Pocket Books and pens.
- 5.6 Hand cuffs.
- 5.7 Hand held metal detectors.

## **6. General requirements**

- 6.1 The service provider must submit a criminal record clearance of all guards to be posted on identified sites within 21 days of appointment.
- 6.2 Security Officers will be required to always carry their PSIRA identification cards when on duty.
- 6.3 The exchange of security officers should be done in consultation with the DPWI Security Manager.
- 6.4 Director of a company must be a South African Citizen.
- 6.5 A Service Provider must have a Contingency Plan for emergencies
- 6.6 Guards to be deployed at these sites must undergo a security screening
- 6.7 Bidder must have a minimum period of six (06) months working experience in the Security industry with each contract of not less than one (01) month period (Attach a written and signed testimonial(s) with contactable references of completed security guarding projects, clearly indicating start and end date of the contract-
- 6.8 Bidders must submit a minimum of one roadworthy branded company vehicle and the vehicle must be under the company name or the director's name [Attach a copy of Certificate of Registration in respect of Motor Vehicle (RC1) or a Motor vehicle Licence and disc (MLV1) or Motor Vehicle Licence (MLVX), clearly stating the directors' name or company name].
- 6.9 Submit a picture of branded company vehicle clearly showing:
  - Company Logo on the vehicle
  - Licence registration number plate matching the MLV1/MLVX
- 6.10 Bidders must apply the legislated and prescribed rates in terms of National Bargaining Council for the Private Security Sector, illustrative Contract Pricing Structure in Compliance with the Collective Agreement for the Private Security Sector with effect from 02 March 2021. Bidders pricing per guard must not be lower than the Total Direct Cost. For easy reference, please refer to the attached National Bargaining Council for the private Security Sector rates.
- 6.11 The bidder must attach a valid copy of the PSIRA certificate for:
  - a) At least one of the Company Directors
  - b) One for the Company



6.12 Director(s) of the company must be a South African Citizen (Attach a copy of the Identity Documents)

No	Description of site: Erf 944&945(vacant land IN Addo), Caravan Park in Aston Bay and The Kraal, in Addo.	No Security Officers Day shifts	of	No of Security Officers Night shift	PSIRA Grade Required	Fire arm required
1.	Security Guards "GRADE C" Erf 944 & 945 in Addo (vacant land)	1		2	C	0
2.	Security Guards Caravan Park in Aston Bay Grade C	1		2	C	0
3.	Security Guards "GRADE C" The Kraal in Addo	2		2	C	0
4.	Supervisor (Mobile)	1		1	B	0
TOTAL NUMBER						
		12				

#### **SCHEDULE OF EQUIPMENT AND VEHICLES AVAILABLE TO PERFORM WORK**

##### **1. Equipment**

Type	Yes/ No
Effective two way radio/communication system	
Radios	
Mobile Toilet for both Erf 944&945(vacant land) in Addo and Caravan Park in Aston Bay.	
Guardhouse for Erf 944&945(vacant land) in Addo and Caravan Park in Aston Bay	
Computers	
Telephones	

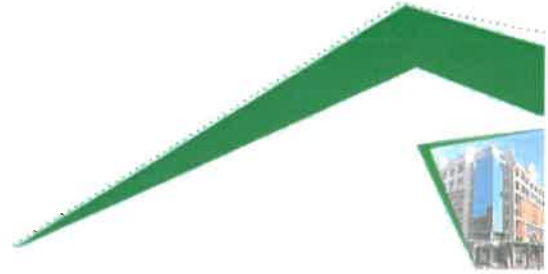


Fax Machine	
Uniform	
Torches	
Batons	
Handcuffs	
Pepper Spray	
Metal Detector	

2. **Vehicles/ Response vehicles**

No.	Type	Registration Number
1.		
2.		

Any specification related enquiries may be directed to Mr. Vincent Mogofe on [vincent.mogofe@ecdpc.gov.za](mailto:vincent.mogofe@ecdpc.gov.za) or 063 686 8451.



**QUOTATION REQUEST THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES AT ERF NO 944 & 945 VACANT LAND IN ADDO, THE KRAAL IN ADDO AND THE CARAVAN PARK AT ASTON BAY, FOR A PERIOD OF 3 MONTHS AS PER THE SPECIFICATION OF THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.**

### **QUOTATION EVALUATION CRITERIA**

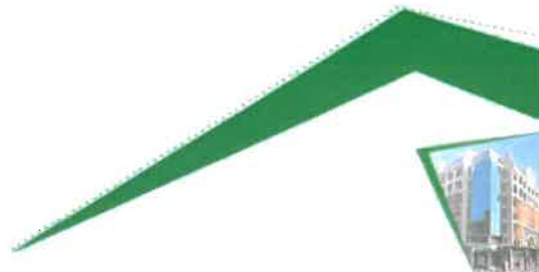
**This bid will be evaluated in Two (2) phases:**

Phase One: Administrative Compliance

Phase Two: Bidders passing all stages above will thereafter be evaluated on PPPFA

### **Phase 1: ADMINISTRATIVE COMPLIANCE**

- A. The purpose of this evaluation phase is to determine which bid responses are responsive to the minimum bid specifications and the minimum bid requirements. Bid proposals that do not meet the minimum bid specifications and or minimum bid requirements will be regarded as “non-responsive” and will not be considered for further evaluation.
- B. Bidders’ proposals must meet the following minimum requirements and the required supporting documents must be submitted with the completed quotation document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:
  1. Bids must be submitted on the original documents and bids which are late, unsigned or submitted by facsimile or electronically, will not be accepted.
  2. Do not make any alterations or additions to the bid document, except to comply with instructions issued by the tenderer and ensure that all signatories to the bid offer initial such alterations. **Do not make erasures using masking fluid.**
  3. SBD4 must be duly/ adequately completed and signed. *(In the event that prospective bidders are directors in other companies, they must ensure that they disclose such information on SBD4 – 2.3 and 2.3.1 failing which will result to elimination.)*
  4. The form SBD 1 must be properly completed and signed.
  5. SBD 3.1- Pricing Schedule- Firm Prices – must be completed
  6. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.
  7. Failure to complete both the Bid Sum (amount in words) and the Bid Sum (amount in figures), will automatically invalidate the offer submitted.
  8. Bidder’s proposals that do not meet the specifications will be eliminated.
  9. If the offer is “Vat Inclusive”, the VAT registration number of service provider must be indicated.
  10. The following Annexures must be completed:
    - a) Annexure A – Company Details
    - b) Annexure C – Resolution of Signatory (Only if applicable)
  11. Only one offer per bidder is allowed. Bidders are also not allowed to submit a bid whilst they are in agreements with other bidders in the form of joint ventures or consortiums.

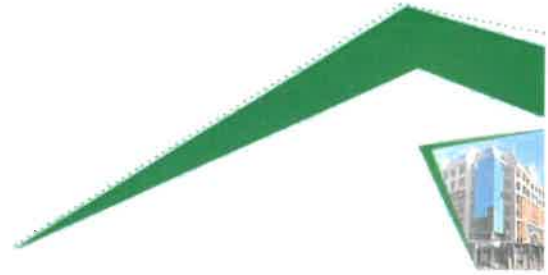


12. Bidder must have a minimum period of six (06) months working experience in the Security Industry with each contract of not less than one (01) month period.
13. (Attach a written and signed testimonial(s) with contactable references of completed security guarding projects, clearly indicating start and end date of the contract- **See Annexure F**)
14. Bidders must submit a minimum of one roadworthy branded company vehicle and the vehicle must be under the company name or the director 's name [**Attach** a copy of the Certificate of Registration in respect of Motor Vehicle (RC1) or a Motor Vehicle Licence and Licence disc (MLV1) or Motor Vehicle Licence (MLVX), clearly stating the director's name or company name].
15. Submit a picture of a branded company vehicle clearly showing:
  - Company Logo on the vehicle
  - Licence registration number plate matching the MLV1/ MLVX.
16. Bidder(s) must apply the legislated and prescribed rates in terms of National Bargaining Council for the Private Security Sector, illustrative Contract Pricing Structure in Compliance with the Collective Agreement for the Private Security Sector with effect from 02 March 2021. Bidders pricing per guard must not be lower than the Total Direct Cost. For easy reference, please refer to the attached National Bargaining Council for the Private Security Sector rates.
17. The bidder must attach a valid copy of the PSIRA certificate for:
  - At least one of the Company Directors
  - One for the Company
18. Director(s) of the company must be a South African Citizen (**Attach** an ID copy) or must have a Permanent Residence status (**Attach** a copy of the Permanent Residence(PR) certificate).
19. Only one offer per item per bidder is allowed. Bidders are also not allowed to submit a bid whilst they are in agreements with other bidders in the form of joint ventures or consortiums on this bid.

#### **VAT COMPLIANCE CONDITIONS:**

1. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount on the price schedule or Bill of Quantities and Vat vendors must include VAT at 15% on their bid offer.
2. Non-VAT vendors do not have to include VAT in their bid prices.
3. Non-VAT vendors who submit bids for contracts that would, if they are successful, take their annual turnover above the threshold of R1 million, must include VAT in their prices quoted and must therefore within 21 days of a provisional award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
4. The award of contract would be (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.



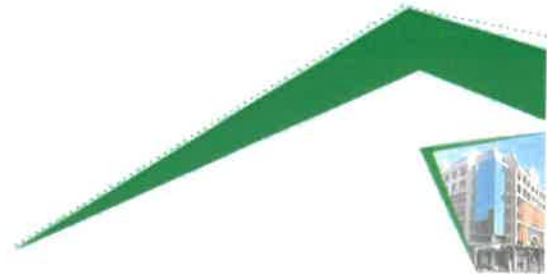


5. Failure to comply within 21 days, after being notified to do so will lead to the automatic withdrawal of the letter of the provisional letter of award and elimination of the bidder's offer.
6. In all instances where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of contract will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
7. If a Non-VAT vendor is contracted with the Department Vat Excluded and becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the contracted bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

**Phase Two: EVALUATION PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS**

**THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND 80/20 BBBEE POINTS SYSTEM WILL BE APPLICABLE**

<b>POINTS FOR PRICE</b>	<b>80 POINTS</b>
<b>MAXIMUM POINTS FOR BBBEE</b>	<b>20 POINTS</b>
<b>TOTAL POINTS</b>	<b>100 POINTS</b>



**SBD 3.1**

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED**

Name of bidder .....	Bid number <b>SB5-22/23/0004</b>
Closing Time <b>11H00</b>	Closing date <b>27 SEPTEMBER 2022</b>

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

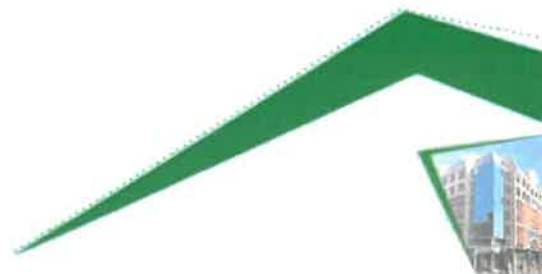
**QUOTATION REQUEST THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES AT ERF NO 944 & 945 VACANT LAND IN ADDO, THE KRAAL IN ADDO AND THE CARAVAN PARK AT ASTON BAY, FOR A PERIOD OF 3 MONTHS AS PER THE SPECIFICATION OF THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.**

Site Description	No of guards day shift	No of guards night shift	Cost per guard	Total cost of all guards by 04 Months	Total Excl VAT
Erf 944 & 945 vacant land Addo	1 Grade C	2 Grade C	R.....	R.....	R.....
Caravan Park Aston Bay	1 Grade B	2 Grade C	R.....	R.....	R.....
The Kraal in Addo	2 Grade C	2 Grade C	R.....	R.....	R.....
Supervisor (Mobile)	1 Grade B	1 Grade B	R.....	R.....	R.....
Profit Mark-Up					R.....
Sub-Total					R.....
15%VAT (If VAT registered) <b>Vat amount must be reflected in figures</b>					R..... <b>Vat amount must be reflected in figures</b>
Grand Total (Incl VAT if VAT registered)					R.....

**The Total must be carried to SBD1 (Page 4)**

If VAT is charged, VAT registration must be completed below

**VAT NUMBER REGISTRATION** .....



**SBD 4**

## **BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

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

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

### **2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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



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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder





## SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to this bid:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any



time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:  
**80/20**



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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid.

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

4.2

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

#### 5. BID DECLARATION

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

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.



## 7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

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

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

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:		EME √	QSE √
Black people			
Black people who are youth			
Black people who are women			
Black people with disabilities			
Black people living in rural or underdeveloped areas or townships			
Cooperative owned by black people			
Black people who are military veterans			
OR			
Any EME			
Any QSE			

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium



- ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

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

**8.8** I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the





shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>	<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--	---



## ANNEXURE A

### COMPANY DETAILS

---

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name: .....

.....

Company Registration Number: .....

VAT Number: .....

Bank Name and Branch: .....

Bank Account Number: .....

Professional Registration Details (if applicable): .....

.....

.....

.....

.....

Professional Indemnity Details (if applicable): .....

.....

.....



## ANNEXURE B

### COMPANY COMPOSITION

#### GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	IDENTITY NUMBER	CITIZENSHIP	HISTORICALLY DISADVANTAGED INDIVIDUALS STATUS (Y/N)	DISABILITY	FEMALE	DATE OF OWNERSHIP	% OWNED	VOTING %

**Please note: This information is for statistical purposes**



**ANNEXURE C**

**RESOLUTION FOR SIGNATORY**

(See Special Conditions of Bid, paragraph 12)

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

MS /Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Contract No. \_\_\_\_\_

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

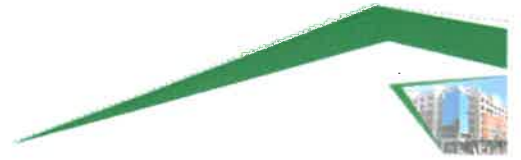
SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

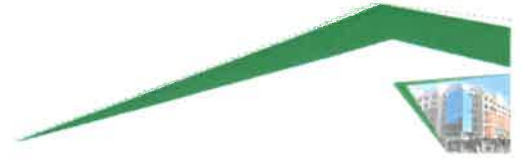
**IMPORTANT NOTICE: RESOLUTION TO SIGN**

- In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
- In the event that a non- member / non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.
- In the case of a joint venture or consortium, at least one director/ members of each of the parties need to sign the joint venture or consortium agreement.



- Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.





## ANNEXURE D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME) – CONTRACTORS

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> <li>i. Before 27 April 1994; or</li> <li>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</li> </ol>

3. I hereby declare under Oath that:
  - ☐ The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



- ☐ The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013, Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of: **Date**\_\_\_\_\_, **Month**\_\_\_\_\_, **Year**\_\_\_\_\_, the annual Total Revenue was equal to/or less than R10,000,000.00 (ten Million Rands or less),

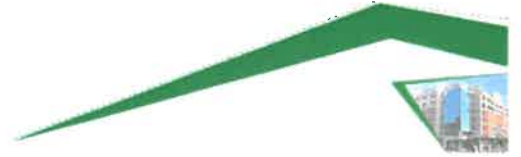
- ☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

**NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)**

- 3.6.2.4.1 An Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million in the case of BEPs and less than R3 million in the case of Contractors are :
    - A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
    - B) Not required to have an authorised B-BBEE verification certificate, and may present an affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover.
  - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017. Details are available on: [www.thedti.gov.za/economic\\_empowerment/bee\\_sector\\_charters.jsp](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
  - An electronic copy can also be requested through DPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_ Date: \_\_\_\_\_



\_\_\_\_\_  
Commissioner of Oaths

Signature & stamp

Date: \_\_\_\_\_



## ANNEXURE E

### SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE (QSE) – CONTRACTORS

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>i. Before 27 April 1994; or</p> <p>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>

3. I hereby declare under Oath that:

☐ The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



☐ The Enterprise is \_\_\_\_\_ % **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is \_\_\_\_\_ % **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of: **Date** \_\_\_\_\_, **Month** \_\_\_\_\_, **Year** \_\_\_\_\_, the annual Total Revenue was between 10 million (ten Million Rands) and less than R50,000,000.00 (fifty Million Rands).

☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box**.

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

**NB: KEY NOTES FOR QSE (extract from Gazette No. 41287)**

- 5.6.3 A QSE that is at least 51% Black Owned or 100% Black Owned that does not comply with paragraph 3.6.2.3 above, will be discounted by one level from that level awarded in paragraphs 5.3.1 and 5.3.2 respectively.
  - 5.3.4 Despite paragraphs 5.2, 5.3.1 and 5.3.2, an at least 51% Black Owned QSE's B-BBEE Status Level and corresponding B-BBEE Recognition Level will be enhanced by one level if it achieves full points (excluding the bonus points) for the Skills Development element of the QSE Scorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurement and Supplier Development element of the QSE Scorecard (paragraphs 1.1, 1.2, 1.3 and 2.1 of CSC604).
  - 5.3.5 For the avoidance of doubt, a Measured Entity that is measured in terms of the full QSE scorecard is not eligible for enhancement in terms of paragraph 5.3.4 above.
  - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017. Details are available on: [www.thedti.gov.za/economic\\_empowerment/bee\\_sector\\_charters.jsp](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
  - An electronic copy can also be requested through DPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths

Signature & stamp

Date: \_\_\_\_\_





**ANNEXURE F**

**TESTIMONIAL TEMPLATE**

This format is provided as a guideline for the compilation of the testimonials only. Bidders may use their own formats.

**Testimonial for (Name of bidder):** \_\_\_\_\_

**For bid number:** \_\_\_\_\_

*To be completed by client on behalf of the bidder*

**1.Client name:** \_\_\_\_\_

**2.Project description (completed contract)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3.Contract start date:** \_\_\_\_\_

**4.Contract end date:** \_\_\_\_\_

**5.Contract amount:** \_\_\_\_\_

**6.Contract duration:** \_\_\_\_\_

**7.Client contact number:** \_\_\_\_\_

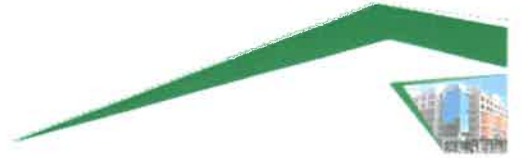
**8.Client Physical address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9.Cleint e-mail address:** \_\_\_\_\_

**10.Performance of the client (Bidder):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11.Cleint signature:** \_\_\_\_\_

**12.Date:** \_\_\_\_\_



## **GENERAL CONDITIONS OF CONTRACT**

### **A. TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties



## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.



- 1.12 **"Force majeure"** means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.



- 1.25 **"Written" or "in writing"** means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

## **4. Standards**

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

## **5. Use of contract documents and information; inspection**

- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.





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

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

## **6. Patent rights**

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

6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

## **7. Performance security**

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

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

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

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

## **8. Inspections, tests and analyses**

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the



bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8** The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.



## **10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

## **11. Insurance**

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

## **12. Transportation**

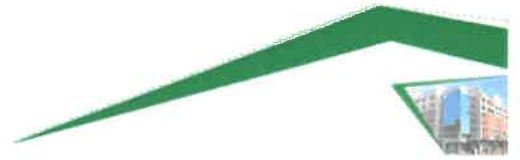
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **13. Incidental services**

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

## **14. Spare parts**

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- 9. such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
  - 10. in the event of termination of production of the spare parts:



- a. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- b. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**



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

**18. Increase/decrease of quantities**

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

**19. Contract amendments**

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

**20. Assignment**

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

**21. Subcontracts**

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

**22. Delays in the provider's performance**

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

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

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





- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

### **23. Penalties**

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

### **24. Termination For Default**

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the provider fails to perform any other obligation(s) under the contract; or
  - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

### **25. Anti-Dumping And Counter-Vailing Duties And Rights**

- 25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said





date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **26. Force Majeure**

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **27. Termination For Insolvency**

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

## **28. Settlement Of Disputes**

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,



- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

**29. Limitation Of Liability**

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

- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**30. Governing Language**

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

**31. Applicable Law**

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

**32. Notices**

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

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

**33. TAXES AND DUTIES**

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



- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

**34. Transfer Of Contracts**

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

**35. Amendment Of Contracts**

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**Effective as from 1 September 2022 until 1 March 2023**

**PLEASE NOTE THAT THIS IS PURELY A GUIDE AND IS DISTRIBUTED WITHOUT PREJUDICE**

Updated 12 January 2022

### AREA 3 (RURAL)

[illegible]

1. Exclude profit and VAT
2. Rates used are in terms of the Schedule to the Main Agreement of the National Bargaining Council for the Private Security Sector.
3. This is an illustrative pricing guide and **BCFPS will not be held responsible** in respect of your reliance on the accuracy of the illustrated information.
4. Monthly premium of 34% over a period of four months not included in the pricing structure.
5. **Vehicle Security cover** is a permanent employee
6. Share of overheads includes: fire, liability and other insurance, payroll and admin, control centre, transport costs (vehicles, maintenance and fuel), food infrastructure, rates (taxes, registers, security fees, occupational health and safety compliance, management and supervision and statutory fees payable.
7. P&ID fees waived annually, as from April 2022, not yet finalised

Magisterial district of Aberton, Bellville, Broom's, Boshung, Blumenthorff, Blakspan, Camperdown, Chriswille, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksburg, Krugersdorp, Kullandorp, Mitchell's Plain, Nigel, Oberholzer, Paul, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodepoort, Sasolburg, Simon's Town, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Veresiging, Westonia, Worcester and Wylburg.

All other magisterial districts.