



BID NO: SCMU5-20/21-0080

BID FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE SECURITY SERVICES FOR O.R TAMBO CLUSTER TWO FOR A PERIOD OF 36 MONTHS

BIDDER:

CSD REGISTRATION:

COMPULSORY BRIEFING MEETING: 27 AUGUST 2020

CLOSING DATE: 28 SEPTEMBER 2020

CLOSING TIME: 11H00

SUPPLY CHAIN MANAGEMENT
EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
QHASANA BUILDING
PRIVATE BAG X 0022
BHISHO

SCM SPECIFIC ENQUIRIES:

Enquires: Mr Z. Billie
Tel No: 040 602 4563/4000
Cell No: 082 885 3425 during office hours
Email Address: zamuxolo.billie@ecdpw.gov.za

TECHNICAL /PROJECT SPECIFIC ENQUIRIES

Enquires: Mr. W. Mnyombolo
Email Address: welile.mnyombolo@ecdpw.gov.za
Tel No: 040 602 4554 / 4000

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



SBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

BID NUMBER:	SCMU5-20/21-0080	CLOSING DATE:	28SEPTEMBER 2020	CLOSING TIME:	11H00
DESCRIPTION	BID FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE SECURITY SERVICES FOR O.R TAMBO CLUSTER TWO FOR A PERIOD OF 36 MONTHS				

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT
THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE , INDEPENDENCE AVENUE, GROUND FLOOR, QHASANA BUILDING, BISHO**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr. Z. Billie	CONTACT PERSON	Mr. W. Mnyombolo
TELEPHONE NUMBER	040 602 4563/4000	TELEPHONE NUMBER	040 602 4554 / 4000
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	zamuxolo.billie@ecdpw.gov.za	E-MAIL ADDRESS	welile.mnyombolo@ecdpw.gov.za

SUPPLIER INFORMATION

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	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO



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

- 1. BID SUBMISSION:**
- 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).**
- 2. TAX COMPLIANCE REQUIREMENTS**
- 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:

NO.	SERVICE REQUIRED	GRAND TOTAL (amount in figures)	GRAND TOTAL (amount in words)
1.	Security services at OR Tambo Cluster Two for 36 months as per specification	R..... (Carried over from page 29) (Carried over from page 29)

- (1) If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.
- (2) Failure to complete the Bid Sum (amount in words) will automatically invalidate the offer submitted.
- (3) Failure to sign this bid automatically invalidated the bid.

SIGNATURE OF BIDDER:

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

DATE:



BID NOTICE
SCMU5-20/21-0080

BID FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE SECURITY SERVICES FOR O.R TAMBO CLUSTER TWO FOR A PERIOD OF 36 MONTHS

Tender documents are downloadable for free of charge from National Treasury's eTender Portal: (<http://www.etenders.gov.za/content/advertised-tenders>) or from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) from 21st of August 2020. Due to COVID 19 documents will not be available at departmental offices.

A Compulsory Pre-tender Briefing meeting/s with bidders and Department of Public Works & Infrastructure personnel will be held on **27 August 2020** at **11:00** at the Department of Public Works & Infrastructure, Bisho Contact Centre.

Due to Covid 19 restrictions, the compulsory Pre-Tender Briefing may be held in groups. Prospective Tenderers are to meet at the main entrance of the building. Bidders must ensure that they have face masks all the time during this compulsory Pre-tender Briefing meeting. Covid 19 Restrictions are to be adhered to at all times.

If the number of Bidders at the Pre-Tender Briefing meeting exceed the permissible number as per Covid 19 safety restrictions, Pre-Tender Briefings will be held in groups. 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 not later than **11h00** on the **28 September 2020**, when bids will be opened in public.

Due to Covid-19 safety regulations, no prospective bidders will be allowed at the opening of the tender box; register will be published on the departmental website (www.ecdpw.gov.za/tenders)

Physical Address of Bid Box: Department of Public Works and Infrastructure, Qhasana Building, Ground floor, Bisho

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. BID EVALUATION

This bid will be evaluated in three (3) phases as follows:

Phase One : Pre-qualification: The bidder is required to sub-contract a minimum of 30% of the R- value of the bid to an EME or QSE which is at least 51% owned by black people who are military veterans.

Phase Two : Administrative Compliance

Phase Three : Functionality

Phase four : Bidders passing phase 1 above will thereafter be evaluated on PPPFA on the 80/20 principle

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

1. Bidders must have a minimum 24-hour response office in the Eastern Cape
2. Bidders must have a Fire arm Licence for business purposes.



3. The total working experience of the company in the security industry must not be less than eight years.
4. The bid will be valid for a period of 120 days after the closing date.
5. Other bid conditions and rules are detailed in the bid document.
6. Other bid conditions and rules are detailed in the bid document.

C. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked “**SCMU5-20/21-0080: BID FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE SECURITY SERVICES FOR O.R TAMBO CLUSTER TWO FOR A PERIOD OF 36 MONTHS**”

D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

SCM SPECIFIC ENQUIRIES:

Enquires: Mr Z. Billie

Tel No: 040 602 4563/4000

Cell No: 082 885 3425 during office hours

Email Address: zamuxolo.billie@ecdpw.gov.za

TECHNICAL /PROJECT SPECIFIC ENQUIRIES

Enquires: Mr. W. Mnyombolo

Email Address: welile.mnyombolo@ecdpw.gov.za

Tel No: 040 602 4554 / 4000

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 AND INFRASTRUCTURE AND INFRASTRUCTURE.

2. EXTENT OF BID

This contract is for the **BID FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE SECURITY SERVICES FOR O.R TAMBO CLUSTER TWO FOR A PERIOD OF 36 MONTHS**

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 **120 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 failed to deliver, provisions of the General Conditions of Contract will apply.

83 Disputes between the Department and a bidder (if any) will be dealt with in the form of litigation.

9. BRAND NAMES

Wherever a brand name is specified in this bid/quotation 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

Any contract signed will be escalated in accordance with the percentage rate increase per guard or with any other costs as gazetted by Department of Labour/Private Security Regulatory Authority. Any other gazetted/ legislated costs will be added to the Direct Labour Costs. The percentage mark-up and overheads" tendered will thereafter be added.

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 directors/ members 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 expected contract period is **thirty-six (36 months)** from the contract start date as would be agreed.
- b) The Department reserves the right to consider the extension of the contract or portions thereof, in consultation with the successful bidder for a further period, without going to an open bidding process.
- c) The Department of Public Works and 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.
- d) The Department of Public Works and 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.
- e) 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 OR LIABILITIES

In the event that disputes/ liabilities cannot be resolved by internal systems, the disputes will be settled by litigation.
This paragraph replaces paragraph 29 in the General Conditions of Contract.

16. CLOSING DATE / SUBMITTING OF BIDS

- 16.1 Bids must be submitted in sealed envelopes clearly marked: **SCMU5-20/21-0080: BID FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE SECURITY SERVICES FOR O.R TAMBO CLUSTER TWO FOR A PERIOD OF 36 MONTHS**

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box, Department of Public Works and Infrastructure ,_Qhasana Building, Ground floor, Bhisho, not later than **11h00 on 28 September 2020**

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:
 - 17.1.1 However, should an offer not be market related, the Department reserves the right to negotiate with bidders in accordance with the PPPFA Regulation 6 sub regulation 9(a) & (b).
 - 17.1.2 Should an offer not be awarded to highest the point scorer, the department reserves the right to negotiate with the next highest point scorer in accordance with PPPFA Regulation 6 sub regulation 9 (a) & (b).

18. PAYMENT FOR SERVICES RENDERED



Awarded companies will have to provide copies of timesheets prior to payment taking place by the Department.

19. AWARD OF BIDDERS NOT SCORING THE HIGHEST POINTS

19.1 A contract may be awarded to a tenderer that did not score the highest points subject to a risk assessment.

20. 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).

21. COMMUNICATION

21.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified persons, as indicated on this document via email. Bidder(s) must reduce all telephonic enquiries to writing and send to the mentioned email address.

21.2 The delegated office of Department of Public Works and Infrastructure may communicate with Bidder(s) where clarity is sought in the bid proposal.

21.3 Any communication to an official or a person acting in an advisory capacity for Department of Public Works and Infrastructure in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

21.4 All communication between the Bidder(s) and Department of Public Works and Infrastructure must be done in writing.

21.5 Whilst all due care has been taken in connection with the preparation of this bid, Department of Public Works and 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 and Infrastructure and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

21.6 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 and Infrastructure (other than minor clerical matters), the Bidder(s) must promptly notify Department of Public Works and Infrastructure in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Public Works and Infrastructure an opportunity to consider what corrective action is necessary (if any).

21.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Public Works and Infrastructure will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

21.8 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.



22. CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

Spare parts (paragraph 14)

23. IN LOCO INSPECTION

Department of Public Works and Infrastructure will conduct in loco inspection to top three shortlisted bidders to verify information submitted with the bid.

24. 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 and 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.

25. INDEMNITY

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

26. 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.

27. LIMITATION OF LIABILITY

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

28. TAX COMPLIANCE

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

29. REGISTRATION AS A VAT-VENDOR

29.1 Non-VAT vendors do not have to include VAT in their bid prices, however

29.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

29.3 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.

29.4 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.



29.5 The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.

30. 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.

31. GENERAL BID RULES

- a) The bid document shall be completed and signed
- b) The Department of Public Works and Infrastructure Supply Chain Management Policy will apply.
- c) The Department of Public Works and 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) The Department of Public Works and 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.
- e) 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.
- f) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted
- g) 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

32. BBBEE

32.1 For bidders to qualify for BBBEE points, the bidders are required to be submit with the bid:

- (a) A valid original or valid certified copy of the bidder's BBBEE certificate 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.

32.2 SDB.6.1 must be properly completed. Failure to do so, will result in the non-awarding of points

32.3 Further, failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for BBBEE

32.4 Should the bidder intend to sub-contract more than 25%, it is compulsory to submit a valid certified BBBEE certificate for all propose sub-contractors. Failure will automatically result in no points awarded for BBBEE, irrespective if the main bidder submitted an original or certified copy of its BBBEE certificate.

33. CONTINGENCIES

33.1 A provisional amount has been provided in this tender document for contingencies. Utilizing contingencies must be approved in advance by the Department and the rates of the relevant contractor as per the tender document will apply, unless otherwise approved, in writing by the delegated authority. The contingency amount will only be utilized for temporary arrangements which could not be anticipated and is outside the control of the Department at a site where the Department have a contract in place. A general increase or addition in the number of will guards will not be regarded as a "contingency" and must be



approved in accordance with the normal Supply Chain prescripts and dealt with as a variation order.

34. CONTRACT VARIATIONS, EXPANSIONS, AMENDMENTS OR MODIFICATIONS

- 34.1 Should a need arise to vary or expand or amend or modify contract quantities for any goods or services, after a valid contract has been concluded and or after the contract has already commenced, the Department reserves the right to approach the contracted service provider to reduce or increase the contracted quantities.
- 34.2 Should the Department implement this right, no escalation in contracted unit prices will be allowed. Contracted prices will be reduced or increased pro-rata in accordance with the price as structured initially in the bid schedule structure at the closing date of the bid.
- 34.3 All variations, expansions, amendments or modifications in the terms of the contract or contract quantities shall be made by written amendment and must be signed by the Department and the contracted party concerned.

35. OTHER CONDITIONS OF BID

- 35.1 The bidder must be registered on the Central Supplier Database (CSD) prior the award
- 35.2 All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
- 35.3 The Department will contract with the successful bidder by signing a formal contract.
- 35.4 The department reserves the right to conduct an inspection in loco in order to verify information submitted by the bidder/s.
- 35.5 Valid registration as a VAT Vendor within 21 days upon receipt of appointment letter
- 35.6 The Department intends to award to the highest point scorer per item, unless circumstances justifies otherwise.
- 35.7 Bidders will not be awarded more than one unless circumstances justify otherwise



SPECIFICATION/TERMS OF REFERENCE

BID FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE SECURITY SERVICES FOR O.R TAMBO CLUSTER TWO FOR A PERIOD OF 36 MONTHS

1. Purpose of this bid

The purpose of this bid is to invite service providers for **BID FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE SECURITY SERVICES FOR O.R TAMBO CLUSTER TWO FOR A PERIOD OF 36 MONTHS**

2. Project Objectives

The objective of this bid is to appoint a service provider to provide security services by safeguarding premises, including all assets and personnel for 24 hours a day.

3. Scope of Work

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

- 3.1 Safeguard DPWI premises 24/7, including weekends and public holidays.
- 3.2 Conduct access and egress control.
- 3.3 Screening/scanning of personnel, goods and vehicles.
- 3.4 Protection services and general crime prevention measures.
- 3.5 Personnel and members of the public escorted where required;
- 3.6 Conduct safety and security inspections inside and outside the DPWI building which includes regular patrols
- 3.7 Assets movement monitoring;
- 3.8 Assist during emergency situations.
- 3.9 Assist in reception duties when and where required.
- 3.10 Ensure searching of persons, vehicles and goods.
- 3.11 Develop and implement Work Plan, Contingency Plan and Emergency Response Plan (Plan to be submitted with the bid proposal).
- 3.12 Installation of patrolling systems (clock points).

4. Service Provider Requirements

4.1 Service providers must meet the following minimum requirements:

- 4.1.1 Its employees/staff must be able to communicate in Isixhosa language and English so as to prevent any language barriers.

5. Security Guards & Supervisors

- 5.1 Security guards must be PSIRA registered with Grade C with a minimum qualification of Grade 10 (Standard 8) and minimum working experience of 3 years in Security Industry.
- 5.1 Supervisors must be PSIRA Registered with Grade B with a minimum qualification of Grade 9 (Standard 8) and minimum working experience of 5 years in the Security Industry.
- 5.2 Security guards and supervisors must be South African Citizens.
- 5.3 The successful bidder shall ensure that officials employed by them are security cleared in respect of criminal offences.
- 5.4 Possess good communication, reading and writing skills in English and 1 other official language.
- 5.5 Security guards must have sober habits and portray a professional attitude.



- 5.6 Supervisors (Grade B) must have valid driver's license (Minimum code 8/ EB).
- 5.7 Security guards must not be younger than 18 years of age.
- 5.8 Supervisors and security guards shall comply with the functions and duties as per the bid.
- 5.9 Supervisors must reside, for the duration of the contract, in the relevant area where services must be rendered.
- 5.10 Service providers must employ at least 50% guards from the local municipality area.

6. Shifts

Working shifts will commence as follows:

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

7. Equipment required

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

- 7.1 Batons.
- 7.2 Handheld radios / two-way radio/ PTT (push to talk).
- 7.3 Torches.
- 7.4 Occurrence book.
- 7.5 Pocket Books and pens.
- 7.6 Hand cuffs.
- 7.7 Hand held metal detectors.

8. General requirements

- 8.1 The appointed of service provider will be subjected to security screening.
- 8.2 The service provider must submit a criminal record clearance of all guards to be posted on identified sites within 21 days of appointment.
- 8.3 Security Officers will be required to always wear their PSIRA identification cards when on duty.
- 8.4 The exchange of security officers should be done in consultation with the DPWI Security Manager.
- 8.5 Director of a company must be a South African Citizen.
- 8.6 A Service Provider must have a Contingency Plan and Crisis Management plan.
- 8.7 Guards to be deployed at these sites may undergo a security screening



CONDITIONS OF BID

Par.	Description	Comply Yes/ No	Remarks
1.	Bidders must comply with the following		
1.1	MINIMUM SPECIFICATION These specifications are only minimum specifications. Any shortcomings in the specifications should be brought to the attention of the department prior to the bid closing.		
2	COMPLIANCE		
2.1	The service provider must indicate at each item in this document whether he complies with the statement made. Each item must be answered with a "Yes" or "No". Failure to comply with this stipulation will result in the disqualification of the service provider		
2.2	Where necessary the service provider must attach explanatory information referenced to a paragraph number. The service provider must fully describe how the required functionality will be achieved. Failure to provide sufficient information may disqualify the service provider.		
2.3	Any condition imposed by the service provider that is restrictive or contrary to any part of this tender will automatically disqualify the service provider		
3	CLARIFICATION		
3.1	The Department may request clarification or further information regarding any critical aspect of the bid. The service provider must supply the requested information within 72 hours after the request has been made otherwise the service provider will be disqualified.		
4	ACCESS CONTROL SYSTEM (IF ANY)		
4.1	The security personnel must be able to operate the access control system (if any).		
4.2	If any suspicious activities are depicted in any other manner, it should be reported to the Security Manager and noted in the occurrence book.		
4.3	The information on the access control system must be recorded by the security staff and made available to the client for storage in line with the Archive prescripts.		
4.4	As part of access control security guards must open and close the access gates in of the building.		
4.5	Access to the parking areas/ bays must be strictly controlled by the security guards.		
5	LOST ARTICLES:		
5.1	DEFINITION: Lost articles are articles found on the premises and for which ownership cannot be established immediately.		
5.2	All lost articles must be recorded in the occurrence book, after which they must be handed to the Security Manager immediately.		
6	DELIVERIES/ DESPATCHING		



6.1	No deliveries by any person will be received by security staff on behalf of the Department.		
6.2	No dispatching by any person will be done by security staff on behalf of the Department.		
7	LABOUR UNREST INCIDENTS:		
7.1	DEFINITION: When the Department's personnel on the site or the security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.		
7.2	LABOUR UNREST AT THE SITE: If the service is interrupted or temporarily deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on the methods to ensure continuation of the security service.		
7.3	HR/INDUSTRIAL RELATIONS Ensure that all problems experienced by security officers on site including Labour disputes are resolved amicably. Adhere to the provisions relating to salaries, wages and remuneration as envisaged in the Basic Conditions of Employment Act. Security guards must ensure order during strikes/lock-outs.		
8	EVALUATION OF SERVICE		
8.1	The Department reserves right to evaluate security guards on site, should it be deemed necessary.		
8.2	Evaluation of service shall be done by supervisory staff at the site as well as by the contractor himself/herself on at least a monthly basis.		
8.3	The Department reserves the right to evaluate the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.		
8.4	The Department reserves the right to require from the contractor that any of his/her employees be replaced, in which case the employee must leave the site forthwith. The Department will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.		
8.5	NOTE: The Departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.		
8.6	All personnel shortages must be noted down in the occurrence book.		
9.	LIABILITY		
9.1	The contractor hereby indemnifies the Department against all legal liability with regard to any claims		



	<p>that may arise as a result of a breach of contract or negligence on the part of the Service Provider in respect of its obligations in terms of this Agreement. The Contractor will be held liable for any damages or loss suffered by the Department, as a result of the contractor's own employees' negligence or intent, which originated on the site.</p> <p>The Department shall not be liable for any loss or damage of any nature to any of the Contractor's properties or any items kept at the Department's sites, even in cases where the loss originated as a result of negligence or intent on the part of the department.</p> <p>The Department and other beneficiaries shall not bring any claim personally against any individual employed by or providing services on behalf of the contractor but only against the contractor in respect of loss or damage suffered by the Department or by other beneficiaries arising out of or in connection with the services. This restriction shall not operate to limit or exclude the liability of the contractor as a company for the acts or omissions of its, directors, employees and agents. Any claim from the Department or other beneficiaries must be made (for these purposes a claim shall be made when court or other dispute resolution proceedings are commenced) within three years of the date on which the Department became aware, or ought reasonably to have become aware, of circumstances giving rise to a claim or potential claim against the contractor.</p>		
10	INDEMNIFICATION		
10.1	The Contractor hereby indemnifies the department against any liability which the department may incur as a result of any claim against the department by any third party in respect of personal loss, death, injury or damage directly arising from any wilful or negligent acts or omissions by the Contractor, its employees, agents or independent contractors in performing its obligations under this Agreement		
11	OCCUPATIONAL HEALTH AND SAFETY		
11.1	The security company must comply with occupational Health and Safety Regulations		
12	DAMAGE OR DESTRUCTION		
12.1	The Department will not be held liable for any damage to or destruction of any equipment or property of the contractor during the execution of their duties.		
13	PUBLIC LIABILITY		
13.1	The Department will not be liable for any claims and legal costs which might ensue from the failure by or acts committed by the security personnel against third persons, which act include illicit		



	frisking, illicit arrest and other illicit or wrongful deeds.		
14	INSURANCE		
14.1	The service provider must, at his/her own expenses, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his/her obligations and shall ensure that such insurance remains operative for the duration of this agreement.		
14.2	A copy of such insurance contract must be handed to the Departmental representative on commencement of the service as per specification.		
14.1	Evidence that such insurance premiums have indeed been paid, must be furnished on request		
15	USE OF STATE ASSETS		
15.1	The service provider may not, unless otherwise specified, make use of any of the State's equipment aids and/or property, for purposes of compliance with the conditions, which equipment, aids and/or property include <i>inter alia</i> stationery, rooms and furniture unless designated by the Department.		
16	TRADING		
16.1	Under no circumstances is security personnel allowed to carry on any trading.		
17.	DISPLAYS		
17.1	The service provider shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or against State buildings or sites or any part thereof without written consent.		
17.2	The service provider shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable. Any sign, printed matter, painting, name plate, advertisement, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The service provider shall be held responsible for the costs of such removal and for damages or claims which might be incurred.		
18	PRO-RATA DECREASE OF PAYMENT:		
18.1	If at any time the service is not rendered in accordance with the conditions of contract or the specification (for example number of guards are incomplete), the right is reserved to adjust payment pro-rata.		
18.2	Similarly, no departure from or breach of or failure to comply with any of the conditions shall be deemed to be a condonation, waiving or ratification of such departure, breach or failure to comply, unless such condonation, waiving or non-fulfillment has been agreed to in writing, through the Departmental Bid Committee.		
19			



	TERMINATION OF SERVICE:		
19.1	The stipulations of the Supply Chain Management's General Conditions of Contract (GCC) apply in particular to cases of any failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.		
19.2	The successful Bidder must take note that the contract will be terminated if a trend of poor performance is observed. (See terms and conditions of service level agreement).		
19.3	The service provider shall be terminated immediately should the contractor no longer qualify as security service provider in terms of the PSIRA, (Act 56 of 2001).		
19.4	The service provider must notify the Department immediately should he/she or any member of his/her security personnel no longer meet the qualifications or conditions of the PSIRA, (Act 56 of 2001).		
19.5	The service provider must immediately remove from the site and replace any of his/her employees who no longer qualify as security officers in terms of the PSIRA, (Act 56 of 2001).		
20	AMENDMENT IN CONTRACT		
20.1	Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Departmental Bid Committee.		
21	TRANSFER OF CONTRACT		
21.1	Should the service provider alienate his/her rights and liabilities in terms of this contract, he/she must notify the Department immediately so that the necessary steps for the transfer of the contract can be taken		



OR TAMBO CLUSTER TWO

No	Site Name	No of Security officers day shift	No of Security officers night shift	Psira Grade required	Area	Fire arm required
1	Mthathambo Roving Unit	4	4	C	3	No
2	Lusikisiki College	3	6	C	3	No
3	Lusikisiki Depot	3		C	3	No
4		4		C	3	No
5	Port St Johns Depot	2	3	C	3	No
	Supervisors	2	2	C	3	Two per shift
	Totals	14	19			
	TOTAL		33			



SCHEDULE OF EQUIPMENT AND VEHICLES AVAILABLE TO PERFORM WORK

1. Equipment

Type	Quantity	Available Yes/ No
24 Hour Control Room	Province:	Address:
Operational Office	Province:	Address:
Base Radio		
Radios		
Computers		
Telephones		
Fax Machine		
Fire Arms		
Uniform		
Torches		
Batons		
Handcuffs		
Pepper Spray		
Metal Detector		
Clocking points		
Vehicle searching mirror		



2. Vehicles/ Response vehicles

Two (2) response vehicle for day shift and two (2) response vehicle for night shift required.

NO.	Type	Registration Number
1.		
2		

3. Firearms

Two (2) fire arm for day shift and two (2) fire arm for night shift required.

NO.	Description	Serial Number
1.		
2.		

The resources for this bid must not be committed to any other contract which will run parallel with this bid or run parallel with any portion of this bid.

Any specification related enquiries may be directed to Mr Welile Mnyombolo at 040 602 4554/4000 and at welile.mnyombolo@ecdpc.gov.za



BID FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE SECURITY SERVICES FOR O.R TAMBO CLUSTER TWO FOR A PERIOD OF 36 MONTHS

BID EVALUATION CRITERIA

This bid will be evaluated in three (4) phases as follows:

Phase One: Pre-qualification: The bidder is required to sub-contract a minimum of 30% of the R- value of the bid to an EME or QSE which is at least 51% owned by black people who are military veterans.

Phase Two: Administrative Compliance

Phase Three: Functionality

Phase four: Bidders passing phase 1 above will thereafter be evaluated on PPPFA on the 80/20 principle

A. PHASE ONE: PRE-QUALIFICATION

1. The bidder is required to sub-contract a minimum of 30% of the R- value of the bid to an EME or QSE which is at least 51% owned by black people who are military veterans.
2. Proof of subcontracting arrangement must be in the form of a subcontracting agreement between bidder and subcontractor. (or intent between the main contractor and the subcontractor)
3. If the bidder is going to sub-contract to an EME or QSE who are at least 51% owned by black people who are military veterans, a valid original or certified copy of BBEE certificate must be submitted with the bid OR "Sworn Affidavit in terms of the amended BBEE codes must be submitted for its intended subcontractor.
4. The subcontracted service provider (if applicable) must have an active registration with Private Security Industry Regulatory Authority (PSIRA) and need to submit a copy of their PSIRA Registration Certificate with the bid. PSIRA registration certificate must be valid until the closing date of the bid.
5. Failure to comply with the above will lead to the bid being eliminated.

B. PHASE TWO: ADMINISTRATIVE COMPLIANCE

1. 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.
2. Bidders' proposals must meet the following minimum requirements and the required supporting documents (as required below) must be submitted with the completed bid 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, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
 - 2) The following Declarations must be completed and signed: (SBD4, SBD 8 and SBD 9).
 - 3) The form SBD 1 must be properly completed and signed.
 - 4) Bidder's proposals that do not meet the specifications will be eliminated.
 - 5) The following Annexures must be completed:
 - (a) Annexure A - Company Details
 - (b) Annexure B - Company Composition
 - (c) Annexure C - Declaration: Validity of Information Provided
 - (d) Annexure D - Resolution to Sign (if applicable)
 - (e) Annexure E – Details of Tenderers nearest Office



- 6) SBD 3.1- Pricing Schedule- Firm Prices – must be completed.
- 7) If the Bid Sum (amount in words) as per the SBD.1 differs from the SBD 3.1, it will automatically invalidate the offer submitted.
- 8) If the Bid Sum (amount in words) is not completed, the bid will be eliminated
- 9) 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 a subcontractor or joint ventures or consortiums.
- 10) Bidders must have an active registration with Private Security Industry Regulatory Authority (PSIRA) and need to submit a copy of their PSIRA Registration Certificate with the bid. PSIRA registration certificate must be valid until the closing date of the bid.
- 11) Directors of the companies must be actively registered with PSIRA with Grade A or B Certificate. Certified copies must be submitted with the Bid Document.
- 12) Bidders that do not apply the legislated and prescribed rates in terms of the Sectoral Determination 6 from the Department of Labour will be eliminated /disqualified.
- 13) Bidders pricing per guard must not be lower than the TOTAL DIRECT COST (Row B) as per the attached pricing structure.
- 14) The estimated annual turnover of a bidder, if a bidder successful in this bid, will take the successful bidder's annual turnover above the threshold of R1 million. Therefore, all bidders must include VAT in the prices tendered.
- 15) Bidders must submit a valid certified letter of good standing issued by the Department of Labour (COIDA) with the bid.
- 16) Bidders must submit a Valid UIF compliance certificate or letter with the bid.
- 17) Bidders must submit a Valid Proof of Provident Fund compliance certificate with the bid.
- 18) Bidders must submit proof of valid Public Liability Insurance of at least R2 000,000.00 with the bid
- 19) Bidders must submit a valid letter of good standing from PSIRA with the bid.
- 20) The bidder must submit together with their bid proposal a detailed Work Plan, Contingency Plan and Crisis Management plan.
The work plan must *inter alia* address the following:
 - 25.1 How security guards will be deployed, monitored and managed on a 24/7 basis.
 - 25.2 Crisis Management Plan must address:
How rapid reactions to alerts by security guard will be executed in terms of capacity and other relevant security structures.
 - 25.3 Contingency Plan must address:
What will be put in place during protest actions, strikes by either security guards or communities
- 21) Bidders must submit 100% specified uniform for warm, cold and wet weather for the required number of security guards. The proof must be in the form of stock sheet for available uniform.
- 22) Bidders must submit 100% specified equipment for the required number of security guards.

C. PHASE THREE: EVALUATION ON FUNCTIONALITY

Functionality Criteria: Minimum Threshold 70 out of 100 points

Bidders must submit the following documents for the purposes of functionality. Failure to comply, will result in the none-scoring of points:



1. Bidders must have a minimum of 2 branded company vehicles. Vehicles must be registered under the company name or the Director's name. Bidders must submit with the bid copies of registration documents, valid vehicle licence discs and pictures of the vehicles.
2. Bidders must submit copies of Fire arm Licences for business purposes.
3. Written and signed contactable testimonials of completed security projects. The total working experience of the company in the security industry must not be less than eight years. The testimonials must clearly indicate the start and end date of the contracts.
4. Bidders must submit at least three (3) written and signed testimonials with contactable references of completed security guarding projects. For a testimonial(s) to be considered:
 - i. The reference must be for a completed project
 - ii. The performance of the bidder must be at least satisfactory
 - iii. The project must have a contract period of not less than 12 months
 - iv. The testimonial must clearly indicate the contract start date and contract end date,
 - v. The testimonial must indicate the client of the contracts, contact particulars and
 - vi. The testimonial must be dated.
 - vii. Experience of completed projects prior to PSIRA registration will not be considered.
 - viii. An appointment/ award letter and or signed contract are not accepted as testimonials.
 - ix. Bidders may use the testimonial template provided in the bid document or may use their formats covering the requirements as specified
5. Bidders must further demonstrate at least eight years of company working experience with their testimonials.
 - i. if the eight years of company working experience is not covered in the mandatory testimonials, additional testimonials, (of contracts not less than 12 months) must be submitted (with the bid at the closing date) to demonstrate the eight (8) years company working experience.
6. Bidders must have enough resources to execute this project
7. Bidders must have Operational Office and a 24 Hour Operational Control Room in the Eastern Cape

Process of Functionality evaluation

1. The functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Maximum Points Score
A. Company's Experience	40
B. Resources	20
C. Local Economic Development in the Eastern Cape	40
Maximum possible score for Functionality	100

2. For further evaluation, the minimum number of evaluation points to be scored for Functionality is **70 points.**



3. Only those bidders who achieved at least the minimum number of functionality evaluation points will be eligible to have their tenders further evaluated.

EVALUATION CRITERIA				
CRITERIA		SUB-CRITERIA	MAX SCORE	SOURCE OF EVIDENCE
A	Experience	Proof of relevant working experience in provision of security services More than 10 years and above months = 40 points More than 9 years and eleven months = 30 points More than 8 years and eleven months, = 20 points Less than 8 years: Bidder will be eliminated for consideration	40	Written and signed contactable testimonials
B	Resources	Human Resources, uniform, stationery (registers occurrence books and pocket books), batons and pepper sprays).	20	<ul style="list-style-type: none"> • Proof must be in a form of pictures and stock sheet for all available resources required. • Documentary proof confirming accessible staff from the database as and when the staff is required
C	Locality	Operational Office and a 24 Hour Operational Control Room in the Eastern Cape Province = 40 Location not in the Eastern Cape Province = 0 Bidder will be eliminated if they do not have an operational Office and a 24 Hour Operational Control Room. Bidders will also be eliminated if they fail to submit evidence that they have an operational Office and a 24 Hour Operational Control Room.	40	Proof of physical address and 24 hour Operational Control room of the Service Provider (municipal account, electricity account or lease agreement).
Total			100	

As part of the Department's risk analysis, the Department reserves the right to verify the operational Office and the 24 Hour Operational Control Room of the service provider with all the required resources for this project.

The following must be completed and supporting documents in support as per the bid rules on functionality:

Address of Bidders operational Office in the region (if applicable)	Address of any Bidder's operational office in the Eastern Cape (If applicable)

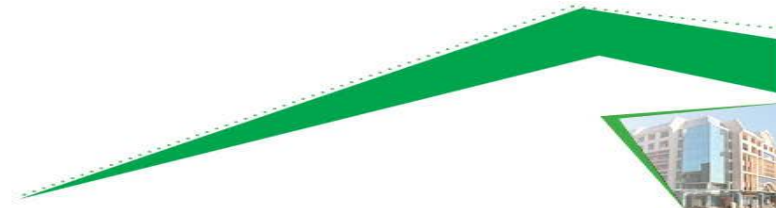


D. PHASE FOUR: EVALUATION ON PPPFA/ BBEE OF 2011

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

POINTS FOR PRICE	80 POINTS
MAXIMUM POINTS FOR BBEE	20 POINTS
TOTAL POINTS	100 POINTS

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



**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)
NOTE: ONLY FIRM PRICES WILL BE ACCEPTED**

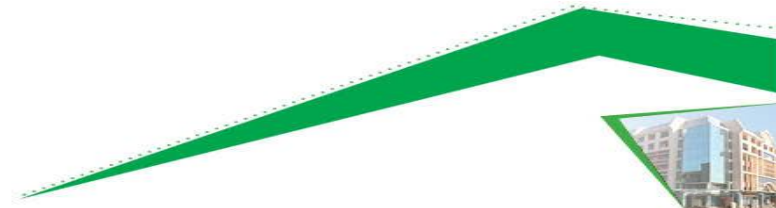
Name of bidder
Closing Time **11H00**

Bid number: **SCMU5-20/21-0080**
Closing date: **28 SEPTEMBER 2020**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

BID FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE SECURITY SERVICES FOR O.R TAMBO CLUSTER TWO FOR A PERIOD OF 36 MONTHS

Name of Facility	No of Guards Day shift (A)	No of Guards Night shift (B)	Total Number of Guards (C) C = A+B	Cost per guard/month (Unit as per the attached pricing structure, row B) (D)	Total cost per guard per month (E) C x D = E	Total Cost of All Guards (F) E x 36 months = F
Mthathambo Roving Unit	4	4	8	R	R	R
Lusikisiki College	3	6	9	R	R.....	R
Lusikisiki Depot	3	4	7	R	R.....	R
Port St Johns Depot	2	3	5	R	R.....	R



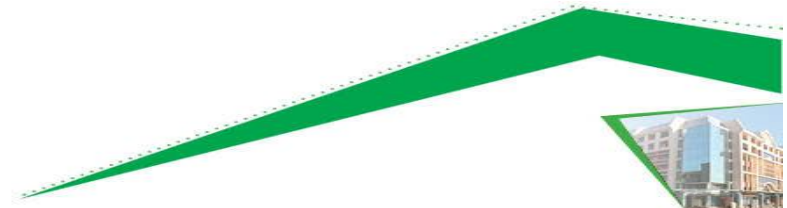
Name of Facility	No of Guards Day shift (A)	No of Guards Night shift (B)	Total Number of Guards (C) C = A+B	Cost per guard/month (Unit as per the attached pricing structure, row B) (D)	Total cost per guard per month (E) C x D = E	Total Cost of All Guards (F) E x 36 months = F
Supervisors	2	2	4	R	R.....	R
SUB TOTAL 1: (TOTAL DIRECT COST)					R per 36 months	
MARK – UP AND OVERHEADS IN RAND VALUE CALCULATED AS A PERCENTAGE OF TOTAL DIRECT COSTS				Overheads per month % per month	Overheads per month x 36 months R..... For 36 months	
SUB TOTAL 2: TOTAL DIRECT COST PLUS OVERHEADS AND PROFITS					R per 36 months	
Contingency amount					R1 000 000.00	
Total with contingency					R	
Vat 15%					R	
Grand total					R	

NOTE:

1. The bid price will be escalated in accordance with the bid rules.
2. Bidders that do not apply the minimum legislated and prescribed rates in terms of the Sectorial Determination 6 from the Department of Private Security Industry Regulatory Authority will be eliminated/ disqualified.
3. Bidders pricing per guard must not be lower than the TOTAL DIRECT COST as per the attached Pricing Structure for the applicable AREA
4. Bid prices must be inclusive of VAT @ 15%. Bidders who failed to comply will be eliminated/ disqualified.



Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE



Private Security Industry Regulatory Authority
Illustrative Contract Pricing Guideline (with effect from 2 March 2020)
(Based on the average month, 12 hour shifts every night of such month at a site)

Vers. 2020/1

AREA 1 & AREA 2

These calculations include a relief security officer

Description	Explanation	Grade			Calculations
		A	B	C/D/E	
MONTHLY SALARY		5766,00	5189,00	4585,00	PROMULGATED monthly salary
HOURLY EQUIVALENT RATE	Clause 4(7)(b) NBC Agreement	*Clause 4(7)(b)	*Clause 4(7)(b)	*Clause 4(7)(b)	*Monthly salary/hours per week) x (3/13)
Ordinary time: i) Primary Sec Officer ii) *Relief Sec Officer	4 shifts per week (48 hrs) 2 shifts per week (24 hrs)	5766,00 2882,78	5189,00 2594,30	4585,00 2292,32	Wage as per Bargaining Council Agreement hr x 24 x 4.333
Sunday pay premium	4,333 weeks p/m @ X1.5	2162,08	1945,73	1719,24	12 x 4.333 x hr x 1.5 (Sunday rate)
Public holiday premium	1 shift p/m @ X1	332,65	299,37	264,52	hr x 12 (1x portion already incl. in basic)
Leave provision	21 consecutive days leave	498,98	449,05	396,78	(hr x 12) x 1.5 (reliever)
Sick Pay	1 shift p/m	498,98	449,05	396,78	hr x 12 x 1.5 (reliever)
Study leave	6 days per annum	249,49	224,52	198,39	((hr x 12 x 6) / 12) x 1.5 (reliever)
Family respons. Leave	5 days per annum	207,91	187,10	165,32	((hr x 12 x 5) / 12) x 1.5 (reliever)
Night shift allowance	6 Rand. p/night shift worked	182,50	182,50	182,50	(365 / 12) x 6
Premium allowance	175 p/m	262,50	262,50	262,50	Premium x 1.5 (reliever)
Provident fund	7,5 % of Fund Salary	648,68	583,76	515,81	Fund Salary X 7.5% x 1.5 (reliever)
Statutory annual bonus	Monthly salary	720,75	648,63	573,13	Monthly salary / 12 x 1.5 (reliever)
SUB TOTAL		14413,30	13015,50	11552,29	A
UIF	1 % of remuneration	128,53	116,16	103,21	(Total income: Primary + reliever) x 1%
COID/WCA	4,28 % of remuneration	550,12	497,17	441,74	(Total income: Prim + reliever) x 4.07%
Sets of uniform	1500 Rand p/p p.a	187,50	187,50	187,50	(Rand value + reliever(50%)) / 12
Training	1 % of remuneration (SDL)	128,53	116,16	103,21	(Total income: Primary + reliever) x 1%
Cleaning Allowance	30 Rand p/m	45,00	45,00	45,00	Allowance x 1.5 (reliever)
TOTAL DIRECT COST		15452,99	13977,49	12432,98	B
Share of overheads	40 % of direct cost (Economy of scale rule applies)	6181,19	5591,00	4973,18	B x 40%
TOTAL COST PER MONTH		21634,18	19568,49	17406,13	C

NOTE:

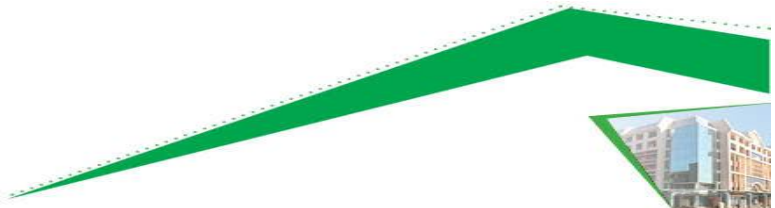
1. Excludes profit and VAT
2. Applicable rates & conditions of employment are in terms of the Bargaining Council Main Agreement
3. The Authority will not be held responsible in respect of your reliance on the accuracy of the aforesaid information.
4. *Relief Security officer is a permanent employee
5. Share of overheads include inter alia, liability and other insurance, payroll and admin, control centre, transport costs (vehicles, maintenance and fuel), fixed infrastructure, rates & taxes, registers, security aids, occupational health and safety compliance, management and supervision and statutory fees payable

**AREA 1 & 2
COMPRISES**

Magisterial districts of Alberton, Bellville, Banoni, Boksburg, Bloemfontein, Brakpan, Camperdown, Chatsworth, Durban, East London, Germiston, Goodwood, Inanda, Johannesburg, Kempton Park, Kimberley, Klerksdorp, Krugersdorp, Kuilsrivier, Mitchell's Plain, Nigel, Oberholzer, Paarl, Pietermaritzburg, Pinetown, Port Elizabeth, Pretoria, Randburg, Randfontein, Roodpoort, Sasolburg, Simon's Town, Somerset West, Springs, Stellenbosch, Strand, The Cape, Uitenhage, Vanderbijlpark, Vereeniging, Westonaria, Wonderboom and Wynberg.



Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE



Private Security Industry Regulatory Authority
Illustrative Contract Pricing Guideline (with effect from 2 March 2020)
(Based on the average month, 12 hour shifts every night of such month at a site)

Ver. 2020/1

AREA 3

These calculations include a relief security officer

Description	Explanation	Grade			Calculations
		A	B	C/D/E	
MONTHLY SALARY		4811,00	4396,00	4358,00	PROMULGATED monthly salary
HOURLY EQUIVALENT RATE	Clause 4(7)(b) NBC Agreement	*Clause 4(7)(b)	*Clause 4(7)(b)	*Clause 4(7)(b)	(Monthly salary/hours per week) x (3/13)
Ordinary time: i) Primary Sec Officer ii) *Relief Sec Officer	4 shifts per week (48 hrs) 2 shifts per week (24 hrs)	4811,00 2405,31	4396,00 2197,83	4358,00 2178,83	Wage as per Bargaining Council Agreement hr x 24 x 4.333
Sunday pay premium	4,333 weeks p/m @ X1.5	1803,99	1648,37	1634,12	12 x 4,333 x hr x 1.5 (Sunday rate)
Public holiday premium	1 shift p/m @ X1	277,56	253,62	251,42	hr x 12 (1x portion already incl. in basic)
Leave provision	21 consecutive days leave	416,34	380,42	377,13	(hr x 12) x 1.5 (reliever)
Sick Pay	1 shift p/m	416,34	380,42	377,13	hr x 12 x 1.5 (reliever)
Study leave	6 days per annum	208,17	190,21	188,57	((hr x 12 x 6) / 12) x 1.5 (reliever)
Family respons. Leave	5 days per annum	173,47	158,51	157,14	((hr x 12 x 5) / 12) x 1.5 (reliever)
Night shift allowance	6 Rand, p/night shift worked	182,50	182,50	182,50	(365 / 12) x 6
Premium allowance	175 p/m	262,50	262,50	262,50	Premium x 1.5 (reliever)
Provident fund	7,5 % of Fund Salary	541,24	494,55	490,28	Fund Salary X 7.5% x 1.5 (reliever)
Statutory annual bonus	Monthly salary	601,38	549,50	544,75	Monthly salary / 12 x 1.5 (reliever)
SUB TOTAL		12099,79	11094,44	11002,38	A
UIF	1 % of remuneration	108,06	99,16	98,34	(Total income: Primary + reliever) x 1%
COID/WCA	4,28 % of remuneration	462,48	424,39	420,91	(Total income: Prim + reliever) x 4.07%
Sets of uniform	1500 Rand p/p a	187,50	187,50	187,50	(Rand value + reliever(50%)) / 12
Training	1 % of remuneration(SDL)	108,06	99,16	98,34	(Total income: Primary + reliever) x 1%
Cleaning Allowance	30 Rand p/m	45,00	45,00	45,00	Allowance x 1.5 (reliever)
TOTAL DIRECT COST		13010,88	11949,65	11852,47	B
Share of overheads	40 % of direct cost (Economy of scale rule applies)	5204,35	4779,86	4740,99	B x 40%
TOTAL COST PER MONTH		18215,23	16729,50	16593,46	C

NOTE:

1. Excludes profit and VAT
2. Applicable rates & conditions of employment are in terms of the Bargaining Council Main Agreement
3. The Authority will not be held responsible in respect of your reliance on the accuracy of the aforesaid information.
4. *Relief Security officer is a permanent employee
5. Share of overheads include inter alia, liability and other insurance, payroll and admin, control centre, transport costs (vehicles, maintenance and fuel), fixed infrastructure rates & taxes, registers, security aids, occupational health and safety compliance, management and supervision and statutory fees payable.

AREA 3
COMPRISES All other areas



**COMPULSORY IN LOCO INSPECTION (COMPLIANCE CHECKLIST):
 TO BE FULLY COMPLETED BY PROSPECTIVE BIDDERS**

<i>Number</i>	<i>Item</i>	<i>Complied Yes / or No- indicate</i>	<i>Reasons for non-compliance</i>
1	Minimum of 2 Branded Company Vehicles		
	➤ Vehicle registration certificate or copy of licence disc		
	➤ Vehicle Branding		
2	Operational Office and 24 Hour Operational Control Room in the Eastern Cape Province		
	➤ Operational Office		
	➤ 24 Hour Operational Control Room		
2.1	Operational Office		
2.1 (a)	➤ Reception		
2.1 (b)	➤ Computer		
2.1 (c)	➤ Fax		
2.1 (d)	➤ Telephone (Landline)		
2.1 (e)	➤ Printer		
2.1 (f)	➤ Furniture		
2.2	Control room and security equipment		



Number	Item	Complied Yes / or No- indicate	Reasons for non-compliance
2.2 (a)	➤ Base radio		
2.2 (b)	➤ Two way radios or PTT		
2.2 (c)	➤ Batons		
2.2 (d)	➤ Hand cuffs		
2.2 (e)	➤ Metal detectors		
2.2 (f)	➤ Occurrence books		
2.2 (g)	➤ Pocket books		
2.2 (h)	➤ Registers		
2.2 (i)	➤ Pepper sprays		
2.2 (j)	➤ Vehicle searching mirror		
3	Must have a neat and clearly identifiable Corporate and Field wear uniform which will include rain coats and overcoats.		

BIDDER'S NAME

BIDDER'S REPRESENTATIVE

INITIALS AND SURNAME

INITIALS AND SURNAME

BIDDER'S WITNESS

_____/_____/2020

DATE

SIGNATURE

SIGNATURE

SIGNATURE



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 all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The total 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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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 90 points is allocated for price on the following basis:

80/20

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



Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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:

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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 last 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written bid). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person



employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....

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

YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Peral Number



4 DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of bidder



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>



4.4.1	If so, furnish particulars:
-------	-----------------------------



CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of _____ that:

(Name of Bidder)

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



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

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



SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



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:

PSIRA Registration Details:

.....

.....

.....



DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE .

.....

SIGNATURE OF DECLARER

DATE

.....

POSITION OF DECLARER

NAME OF COMPANY OF BIDDER

Should the bidder have, in the opinion of the DPWI, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the DPWI may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the DPWI may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the DPWI and such bidder.



ANNEXURE D

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 _____

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

Bid Number: SCMU5-20/21-0080

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: _____



ANNEXURE E

**DETAILS OF TENDERERS NEAREST OFFICE TO DEPARTMENT OF PUBLIC
WORKS AND INFRASTRUCTURE IN THE EASTERN CAPE**

1. Physical address of tenderer:

1 Telephone No of nearest office: _____

3 Time period for which such office has been used by tenderer: _____

.....
SIGNATURE OF (ON BEHALF OF) TENDERER

.....
NAME IN CAPITALS

In the presence of:

1.

2.



ANNEXURE F

SCHEDULE OF PROPOSED SUB-CONTRACTORS

Project Title:	BID FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE SECURITY SERVICES FOR O.R TAMBO CLUSTER TWO FOR A PERIOD OF 36 MONTHS
Contract Number	SCMU5-20/21-0080

We notify you that it is our intention to employ the following subcontractors for work in this contract. If we are awarded a contract we agree that this motivation does not change the requirement for us to submit the names of proposed Subcontractors in accordance with the requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor (s)	BBBEE – level of Subcontractor (Proof must be submitted with the bid)	Nature and extend of Work	Previous experience with Sub-contractor	Estimated R-value of sub-contract works	Sub-contracting % based on R-Value of total Bid price
1					R	_____ %
2					R	_____ %
3					R	_____ %
4					R	_____ %
5					R	_____ %
TOTAL R- VALUE AND PERCENTAGE OF WORK OF SUB-CONTRACTORS					R	_____ %

Signed _____ Date _____
(Signature of bidder)

Name _____ Position _____
(Name of authorised signature) (Position of authorised signature)

Name of Bidder _____

This schedule will be read and apply in conjunction with the provisions of SBD 6.1, paragraph 5.7 and 5.8. In the event that the total sub-contracting exceeds 25% of the bid sum, a valid



Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

original or valid certified copy of the BBBEE certificate/ sworn affidavit – B-BBEE exempted micro enterprise must be submitted for each proposed sub-contractor with the bid. Failure to comply will result in the non-awarding off BBBEE points.



ANNEXURE G

RECORD OF ADDENDA TO TENDER DOCUMENTS

BID NO: SCMU5-20/21-0080

BID FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE SECURITY SERVICES FOR O.R TAMBO CLUSTER TWO FOR A PERIOD OF 36 MONTHS

(Returnable: This addenda must be signed and submitted with the bid at the closing date)

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

	Date	Page number	Title or Details per original Bid Document	Amendment
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.			-	
9.				

Signed _____ Date _____

Name _____ Position _____

Name of Tenderer _____



ANNEXURE H

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

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:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	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 – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) Unemployed black people not attending and not required by the law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas;



	(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	--

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended 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 Female Owned as per Amended Code Series 100 of the Amended 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 100 of the Amended 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,
- Black Designated Group Owned % Breakdown as per the definition stated above;
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and 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	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

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



ANNEXURE I

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

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:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	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 – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) Unemployed black people not attending and not required by the law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas;



	(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	--

I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended 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 Female Owned as per Amended Code Series 100 of the Amended 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 100 of the Amended 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,
- Black Designated Group Owned % Breakdown as per the definition stated above;
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was 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	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

6. 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.
7. 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



COMPULSORY BRIEFING SESSION CERTIFICATE

BID NO: SCMU5-20/21-0080

BID FOR THE APPOINTMENT OF SERVICE PROVIDER(S) TO PROVIDE SECURITY SERVICES FOR O.R TAMBO CLUSTER TWO FOR A PERIOD OF 36 MONTHS

I/We have attended the briefing session for the above-mentioned works at the date specified below.

I/We have thoroughly studied the tender documents and I/We have brought myself/ourselves fully conversant with all aspects which could possibly influence the development.

I/We further certify that I/We am/are satisfied with the description of the works and the explanation given to me/us by the Representative/Agent at the briefing and I/We fully understand the extent of the work to be done as specified and implied for the execution of this contract.

Date of Briefing Session: **27 August 2020**

Time and Venue of Briefing Session: Department of Public Works and Infrastructure, Bhisho Contact Centre, next to Bhisho Stadium at **10h00** am.

Name of Tenderer

Signature of Tenderer

Signature of DPWI Representative/Agent

Date



ANNEXURE K

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

<p>1. Client name _____</p> <p>2. Project description <i>(completed contract)</i> _____ _____ _____</p> <p>3. Contract start date _____</p> <p>4. Contract end date _____</p> <p>5. Contract duration _____</p> <p>6. Contract amount _____</p> <p>7. Client contact number _____</p> <p>8. Client physical address _____ _____ _____</p> <p>9. Client e-mail address _____</p> <p>10. Performance of the Client (Bidder) _____ _____ _____ _____ _____</p> <p>11. Client signature _____</p> <p>12. Date of testimonial _____</p>
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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:

- 1) 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
- 2) 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.

22.4 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.