



rural development & agrarian reform

Department:
Rural Development & Agrarian Reform
PROVINCE OF THE EASTERN CAPE

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

PROVISION OF SECURITY SERVICES FOR ADELAIDE RESEARCH STATION FOR A
PERIOD OF 36 MONTHS

SCMU8 - 22/23 -0050

Directorate: Supply Chain Management Acquisition Management Unit Shop D 04 UIF Building BHISHO 5605 Contact: Name: Ms. N. Mfunda Telephone: 0713318622 Email: nomapha.mfunda@drdar.gov.za	Directorate: Security Services Dohne Research Station STUTTERHEIM Private Bag X 15 STUTTERHEIM 4930 Contact: Name: Mr. Mlenze Telephone: 043-683 5459 Email:
Closing Date: 11 October 2022	Time: 11H00
Tenderer: _____	
CSD Number: _____	
LOGIS Number: _____	
Preference Points Claimed: _____	
Total of the prices inclusive of applicable taxes: R _____	

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

PROVISION OF SECURITY SERVICES FOR ADELAIDE RESEARCH STATION FOR A PERIOD OF 36 MONTHS

Contents

Number	Heading
---------------	----------------

The Tender

Part 1: Tendering procedures

1.1	Tender Notice and Invitation to Tender
1.2	Bid Rules

Part 2: Returnable documents

2.1	List of Returnable Documents
------------	------------------------------

The Contract

Part 1: Agreement and Contract Data

1.1	Form of Offer and Acceptance
------------	------------------------------

Part 2: Pricing data

2.1	Pricing Instructions
2.2	Bills of Quantities

Part 3: Scope of works

3.1	Terms of Reference for works
------------	------------------------------

Part 4: Conditions of Contract

4.1	Conditions of Contract and Special Conditions of Contract
------------	---

PART 1: TENDERING PROCEDURES

1.1

Tender Notice and Invitation to Tender

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

PROVISION OF SECURITY SERVICES FOR ADELAIDE RESEARCH STATION FOR A PERIOD OF 36 MONTHS

T1.1 Tender Notice and Invitation to Tender

1.	<p>The Eastern Cape Department of Rural Development and Agrarian Reform invites experienced service providers to provide security services for a period of 36 months</p> <p>The works shall include the following:</p> <ul style="list-style-type: none">• Provision of security services for a period of 36 months for Adelaide Research Station.
2.	<p>The company bidding for this tender must have valid PSIRA registration.</p>
3.	<p>Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.</p>
4.	<p>The Eastern Cape Department of Rural Development and Agrarian Reform will enter into a contract with the successful tenderer.</p>
5.	<p>Documents can be downloaded free of charge from the Departmental website (www.drdar.gov.za) or https://etenders.treasury.gov.za/.</p> <p>The physical address for submission of tender documents is:</p> <p>UIF Building Rarabe Road BHISHO</p>
6.	<p>No site inspection or clarification meeting will be held. Prospective tenderers are welcome to contact the official responsible for the project on any information required. The official's details are indicated at point 21 below.</p>
7.	<p>The completed tender document and any supporting documentation shall be placed in a single sealed envelope clearly marked "CONTRACT NO: SCMU8 - 22/23 - 0050 / PROVISION OF SECURITY SERVICES FOR ADELAIDE RESEARCH STATION FOR A PERIOD OF 36 MONTHS" and deposited in the tender box at: The TENDER BOX situated at the Foyer at Department of Rural Development and Agrarian Reform, UIF Building, Rarabe Road BHISHO 5605 not later than 11:00 on 01 August 2022 when the tender box will close.</p> <p>Tenderers should ensure that tender documents are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration.</p> <p>It is the responsibility of the tenderer/s to ensure that bid documents/proposals are submitted on or before closing time and the correct location, as the department will not take responsibility of wrong delivery.</p> <p>Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery.</p> <p>The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.</p>

9.	All submitted certificates must be valid for 90 days after the Tender Closing Date.																														
10.	In terms of Preferential Procurement Regulation of 2017, the 80/20 preference point system is applicable.																														
11.	<p>Broad-Based Black Economic Empowerment (B-BBEE) requires that tenderers submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof to substantiate their B-BBEE rating claims. Failure to submit such a certificate will result in the tenderer not qualifying for preference points for B-BBEE. The tenderers must submit verification certificates that are accredited by:</p> <ul style="list-style-type: none">• SANAS (South African National Accredited System).• OR Sworn affidavit. <p>In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:</p> <table><tr><th>B-BBEE Status Level of Contributor</th><th>Number of points (90/10 system)</th><th>Number of points (80/20 system)</th></tr><tr><td>1</td><td>10</td><td>20</td></tr><tr><td>2</td><td>9</td><td>18</td></tr><tr><td>3</td><td>6</td><td>14</td></tr><tr><td>4</td><td>5</td><td>12</td></tr><tr><td>5</td><td>4</td><td>8</td></tr><tr><td>6</td><td>3</td><td>6</td></tr><tr><td>7</td><td>2</td><td>4</td></tr><tr><td>8</td><td>1</td><td>2</td></tr><tr><td>Non-compliant contributor</td><td>0</td><td>0</td></tr></table> <p>A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate with their tenders to qualify for BBEE points.</p>	B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)	1	10	20	2	9	18	3	6	14	4	5	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant contributor	0	0
B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)																													
1	10	20																													
2	9	18																													
3	6	14																													
4	5	12																													
5	4	8																													
6	3	6																													
7	2	4																													
8	1	2																													
Non-compliant contributor	0	0																													
12.	<p>All tenderers must be registered on the National Treasury Centralized Suppliers Data Base, on the EC LOGIS system and have active PSIRA before the closing date of tenders.</p> <p><u>Invalid or non-submission of the following documents will render the Bidder disqualified:</u></p> <ul style="list-style-type: none">➤ <u>Tax compliance status and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate and CK documents are therefore no longer needed to be attached in the bid.</u>➤ Company Profile➤ JV Agreement (if Applicable)➤ Proof of CSD registration (active & recently updated)➤ Proof of Registration with PSIRA in the field of Security Services																														
14.	The tender with the lowest price or any tender offer will not necessarily be accepted.																														
15.	All tenders must be submitted on the official forms – (not to be re-typed). Telephonic, telegraphic or facsimile will not be accepted.																														
16.	Failure to supply all supplementary information, certificates and documentation may result in the tender being rendered non-responsive.																														
17.	Penalties will be applied in respect of late delivery of the works as defined in the Special Conditions of Contract.																														
18.	<p>Bidders must submit in terms of point 13 and 16 above, the following with the bid submission:</p> <ul style="list-style-type: none">i) Proof of the CSD registration.																														

	ii) BBBEE certificate/affidavit. iii) Proof of PSIRA registration.
19	Administrative enquiries should be directed to: Ms. N. Mfunda Tel: 0713318622 E-mail: Nomapha.Mfunda@drdar.gov.za
20	Technical enquiries should be directed to: Mr M. Mlenze Tel: 043-6835459

The Department of Rural Development and Agrarian Reform adheres to all relevant Acts including the Black Economic Empowerment Act No. 53 of 2003, the Preferential Procurement Policy Framework Act No. 5 of 2000 and the Employment Equity Act No. 55 of 1998

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

PROVISION OF SECURITY SERVICES FOR ADELAIDE RESEARCH STATION DISTRICT FOR A PERIOD OF 36 MONTHS SERVICE

BID RULES

1. Bid Documents

The Bidder shall satisfy himself that the documents received are correct, complete and sufficient to be the basis of a *bona fide* tender. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted about claims arising from the fact that pages are missing or duplicated. Should a Bidder not accept that the documents issued can form the basis of a *bona fide* bid, the Deputy Director SCM, shall be requested to correct the discrepancy, ambiguity, missing or illegible information prior to the submission of bids. The submission of a *bona fide* bid shall absolve the Employer, Deputy Director SCM, from any liability whatsoever for any error in a bid due to the foregoing.

Furthermore, no request for the revision of the Bid Sum because of such error shall be considered by the Employer after the closing date and hour set for the submission of bids.

2. Submission of Bids

Clearly marked bids in sealed envelopes shall be submitted at the place on and **before the closing date and time** stated in the Bid Notice.

Electronic, faxed, or telegraphic bids will not be accepted.

3. Notice to Bidders

Should any additions or alterations to the documents as issued to bidders be deemed necessary prior to the date for submission of bids, these will be issued to bidders in the form of Notices to Bidders and these will form part of the bid document.

The Notices to Bidders shall be completed where applicable by bidders, signed, dated and returned with the bid documents.

4. Completion of Bid Documents

Bidders will only be considered on receipt of this bid document correctly completed with all insertions in black ink.

Bidders are required to complete and sign, where applicable, all forms to be completed by bidder.

Bidders are required to indicate the detail of their offer at the space provided in the PRICING SCHEDULE (ECBD 3.3) and Contract Form (ECBD 7.2) included in this document.

No unauthorized alteration shall be made to the document. Mistakes made by the bidder in the completion of the **SERVICES PARTICULAR SPECIFICATIONS OR PRICING SCHEDULE**, forms, etc. shall not be erased nor erasing fluid used. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the bidder.

All information is to be provided on the forms provided in Bid Document. Should the provided space be insufficient, additional information should be attached to the back of the appropriate form.

Failure to comply with any of the foregoing clauses may invalidate the bid.

Bids may also be rejected if they show any additional items not originally included in the bid documents, irregularities of any kind in either the bid form or other documents, or if the amounts tendered in the bid form

The Tender

Reference no SCMU8 - 22/23 - 0050

are obviously unbalanced and the bidder, after having been called upon to adjust same in a reasonable manner, **fails to do so within a period of seven days of having received notification to that effect.**

5. Signing of Bids

The bid must be signed by a person duly authorized to do so. In the case of a bid being submitted on behalf of a Company, Close Corporation, Partnership or Joint Venture, such bid shall be accompanied by a certified copy of a resolution of the Board of Directors of such Company, Close Corporation or other suitable authority in the case of a Partnership or Joint Venture, in terms of which the nominee is authorised to sign on behalf of the business entity.

A bid submitted by a corporation must bear the seal of the corporation and be attested by its CEO. Bidders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

The joint venture documentation is also to clearly state that all its parties will remain severally and jointly bound for the duration of the defects liability period, as well as setting out how matters will be dealt with that may arise as latent defects once the joint venture has dissolved. If due to any unforeseen reasons the joint venture dissolves during the defects liability period, the agreement must clearly state how the liability will be dealt with in terms of honoring all the responsibilities it may still have with regards to the due performance of all contractual issues that could arise.

7. ALLOWANCE FOR CONTRACT PRICE ADJUSTMENT

There will be **no allowance for Contract Price Adjustment.**

8. BID ALL INCLUSIVE

Bidders shall allow in their bid for all costs of supply, delivery to the site and warranty in accordance with the bid documents. Bidders shall also allow for the payment and recovery of all taxes, levies and other duties. No claims for additional payment in this respect will be considered.

Prices and rates tendered in the schedule of quantities shall be exclusive of Value Added Tax (VAT). VAT shall be added in the summary and the total price shall be inclusive of VAT.

9. PERIOD OF VALIDITY OF BIDS

The period of validity of bids shall be **90 days** from the closing date for submission of bids.

Should the bidder withdraw or retract his bid within the period of validity, or should the bidder fail to take up the Contract when notified in accordance with the General Conditions of Contract, or fail to furnish approved sureties or insurances within the period specified, then he shall pay either the difference between his bid and a less favourable bid accepted, or if the Employer decides to invite fresh bids, all additional expenses which the Employer has to incur in this regard, as well as any difference between his bid and the accepted new bid. The Employer may, however, lightly or partly exempt a bidder from the provisions of this sub rule if he is of the opinion that the circumstances justify the exemption.

10. EVIDENCE OF SUPPLIERS / CONTRACTORS / CONSULTANTS EXPERIENCE

Bidders shall fill in details of goods and services supplied or work previously and successfully executed by them of a similar nature to that for which this bid is being submitted in the Form provided in this document. In the case of joint ventures or consortiums, the work experience of each firm is to be submitted.

Failure to provide this information may deem the bid as being submitted by an inexperienced bidder and it may be rejected for such reason. If the Bidder having been called upon to provide information in a reasonable manner, **fails to do so within a period of seven (7) days of having received notification to that effect.**

11. SURETYSHIP AND INSURANCES

In accordance with Clause 7 of the General Conditions of Contract and Special conditions of Contract, the successful bidder will be required to provide to the satisfaction of the employer a guarantee as security and documentation showing that the insurance policies required in terms of the General Conditions of Contract have been taken out and provide proof of payment of the premiums for the insurances required.

12. DECLARATION OF GOOD STANDING REGARDING TAX

Bidders are not required to submit an original Tax Clearance Certificate with their bid as this will be verified on CSD.

13. DECLARATION OF GOOD STANDING REGARDING B-BBEE LEVEL STATUS

Bidders are required to submit a B-BBEE Status Level Certificate or a Sworn Affidavit with their bid. Only Certificates that shows the SANAS Logo or a signed sworn affidavit by a Commissioner of Oath is acceptable.

14. FINANCIAL INVESTIGATION

The Employer reserves the right to appoint an accountant to report on the financial resources of any bidder. The bidder shall provide all reasonable help in such investigation and ensure that the necessary documentation is provided within seven days of being called upon to do so.

15. AMENDMENTS TO BID BY EMPLOYER

16.1 Arithmetical Errors

The Employer reserves the right to correct arithmetical or other errors in the extension of rates and totals in the bid. The bidder will be informed about the effect of any corrections on his bid sum prior to acceptance of the bid. **In no case will the BID SUM be adjusted when such errors are corrected.**

16.2 Imbalance in Tender Rates

In the event of there being any rate or rates which are declared to be unacceptable by the Employer for reasons which the Employer will indicate, the bidder will be requested -

- (a) to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained,
- (b) and subsequently to consider amending and adjusting such rate or rates while retaining the bid sum derived under sub-clause 15.1 unchanged and fixed. It must be understood that in the event of the **bidder refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice his bid.**

16. COST OF BID

Any expenses or losses, which may be incurred by the bidders in the preparation and submission of their bids, shall be for the account of the bidders.

18. DISQUALIFICATION OF BID

The bid of any bidder who has not conformed to these Bid Rules and the instructions reflected in the official Bid Notice or pricing instruction may be disqualified at the discretion of the Employer.

19. DELEGATION OF AUTHORITY BY EMPLOYER

The Employer may delegate any power vested in him by virtue of these Bid Rules to an officer or employee of the Employer.

20. BID RULES ARE BINDING

The bid rules as well as the instructions given in the official Bid Notice, Scope of works and Pricing Instruction, shall be binding on all bidders submitting bids for the services stated in the bid documents.

21. BID ACCEPTANCE

The Employer does not bind himself to accept the lowest or any bid. The Employer may award different items to different bidders.

22. ADJUDICATION OF BIDS

22.1 Bidders Qualifying for Adjudication

Only bidders meeting the following requirements will be eligible for adjudication in terms of the preference point system:

- (i) Bidder has complied with all the bid rules.
- (ii) The tender offer is signed by a person authorized to sign on behalf of the Tenderer;
- (iii) The Tenderer or a competent authorized representative of the Service provider/ Consultant/Contractor who submitted the tender has attended the compulsory clarification meeting and site verification inspection;
- (iv) Bidder has compiled all the declarations. (ECBD 4, 6.1, 6.2, 8 and 9);
- (v) The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (vi) The Tenderer has not:
 - abused the Employer's Supply Chain Management System;
 - or failed to perform on any previous contract and has been given a written notice to this effect;
- (vii) Bidder has adequate resources available with regards to financial resources and personnel;
- (viii) Bidder has undertaken services, supply and deliveries of a similar nature and extent in all aspects before and has a proven track record;
- (ix) The Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (x) Having submitted a balanced bid with respect to unit rates and sums.

21.2 Procurement Points System

Bids will be adjudicated using the 80/20 or 90/10 point's formula

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

21.3 Financial Components

Max 80 points (80/20 formula)
Max 90 points (90/10 formula)

The points scored for the financial component will be calculated using the formula as set out in ECBD 6.1.

21.4 B-BBEE Certificate of Accreditation

Max 20 points (80/20 formula)
Max 10 points (90/10 formula)

Points as allocated on the B-BBEE Certificate submitted and as per prescribed regulations indicated in paragraph 5 as set out in ECBD 6.1.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

22. PENALTY

The Bidder's attention is drawn to the forms which contain a declaration statement.

The Employer reserves the right to take legal action against bidders who tendered information that are later found to be incorrect.

If the Bidder fails to deliver any Services/works within the period specified in the contract, or within any extension thereof granted by the Employer, 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 goods 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.

23. LEGAL ASPECTS

If, after the date of the Contract Agreement, the cost or duration of the services is altered as a result of changes in, or additions to any statute, regulation or by-law, or in the requirements of any authority having jurisdiction over any matter in respect of the Contract, then the agreed remuneration and time for completion shall be adjusted in order to reflect the impact of those changes.

PART 2 RETURNABLE DOCUMENTS

2.1

List of Returnable Documents

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

PROVISION OF SECURITY SERVICES FOR ADELAIDE RESEARCH STATION FOR A PERIOD
OF 36 MONTHS

2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required for quotation evaluation purposes

- PSIRA certificate
- Compulsory enterprise questionnaire
- Record of addenda issued (Only if addenda is issued)
- Schedule of the Tenderer's Experience

2. Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Final Summary (Bills of Quantities)
- Proof of registration on the CSD and copy of active and updated certificate attached.
- Certificate of B-BBEE Registration with level of contribution. (Certified copy of B-BBEE Status Level Verification certificate OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (**Annexure B**))

3. Returnable Schedules that will be incorporated into the contract

- Declaration of validity of information.
- SBD 1, 4, 6.1
- Record of projects: current, past and on tender.
- Project References – at least 3

4 The offer portion of the C1.1 Offer and Acceptance

5 Bills of quantities

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU8-22/23-0050	CLOSING DATE:	08 June 2021	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF SECURITY SERVICES FOR ADELAIDE RESEARCH STATION FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM					
UIF BUILDING					
BHISHO					
5605					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. N. Mfunda		CONTACT PERSON	Mr. Mlenze	
TELEPHONE NUMBER	0713318622		TELEPHONE NUMBER	043 683 5459	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	nomapha.mfunda@drdar.gov.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE 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]					
1. 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]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
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?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

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. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5. 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.
1.6. 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."

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

SIGNATURE OF BIDDER:

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

DATE:

A

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: PSIRA registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number Tax
reference number

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____ Date: _____

Name: _____ Position: _____

B

COMPULSORY DECLARATION

1. COMPULSORY DECLARATION

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: PSIRA registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number.

Close corporation number.

Tax reference number.

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

- ☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any

The Tender

Reference no SCMU8 - 22/23 - 0050

municipality or a municipal entity and are not in arrears for more than 3 months;

- i) viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any Sub-Consultants who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

The undersigned, who warrants that she/he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

Enterprise Name: _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct, which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

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

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² 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.

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 R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R 50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 10 or 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 least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		

Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

VALID ORIGINAL OR CERTIFIED COPY OF SANAS ACCREDITED B-BBEE CERTIFICATE /CIPC

(IF APPLICABLE, ATTACH HERE)

OR COMPLETE SWORN AFFIDAVIT

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

NB:CHOOSE ONE i.e EME or QSE!!!!)

**SWORN AFFIDAVIT'S FOR B-BBEE POINTS MUST BE IN THE FOLLOWING FORMAT,
CERTIFICATES TO BE ISSUED BY A SANAS ACCREDITED AGENCY**

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"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>

Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(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;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>
--	--

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 R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table 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)	

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

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”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <ol style="list-style-type: none"> 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”	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(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;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

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

**PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER
DATABASE (CSD REPORT)**

(ATTACH HERE)

***PROOF OF VALID AND ACTIVE REGISTRATION WITH PSIRA IN THE
FIELD OF SECURITY SERVICERS.***

(ATTACH HERE)

C

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	PROVISION OF SECURITY SERVICES FOR ADELAIDE RESEARCH STATION OF 36 MONTHS		
SCMU NUMBER	SCMU8 - 22/22 - 0050		
I / We confirm that the following communications received from the Department of Rural Development and Agrarian Reform works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

D
RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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 or on company letter head.

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 Contract No. _____

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

E

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
PROJECT TITLE	PROVISION OF SECURITY SERVICES FOR ADELAIDE RESEARCH STATION FOR A PERIOD OF 36 MONTHS	
SCMU NUMBER	SCMU8 - 22/23 - 0050	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
.....		Signature. Name Designation.....
.....		Signature. Name Designation.....
.....		Signature. Name Designation.....

SIGNED JOINT VENTURE AGREEMENT MUST BE ATTACHED, FAILING WHICH THE BID WILL DEEDED NONRESPONSIVE.

F

CAPACITY OF THE BIDDER

PROJECT TITLE	PROVISION OF SECURITY SERVICES FOR ADELAIDE RESEARCH STATION FOR A PERIOD OF 36 MONTHS
SCMU NUMBER	SCMU8 - 22/23 - 0050
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <p><i>Employees: (Employees to be ,or are ,employed for this project)</i></p>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Registration No.	Date of Employment
	Team Leader / Key Personnel		
	Project Manager		
	Others		

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed:	Date
Name:	Position

Enterprise Name:

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

J

Schedule of The Tenderer's Experience: – Current Projects

Tenderers must submit a max of one-page description of projects under execution/ on hold/ or just awarded/ or towards completion (if they exist). **Attach an Appointment letter for each of the projects provided.**

The description of each project must include the following information:

2. Essential introductory information:

- 1.1 Name of project.
- 1.2 Name of client.
- 1.3 Contact details of client. (including telephone numbers and email addresses) of currently contactable references.
- 1.4 The period during which the project was performed, and also, if this is different.
- 1.5 Cost of supply and delivery and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1					
2					
3					
4					
5					

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

SIGNATURE OF TENDERER:
(of person authorised to sign on behalf of the Tenderer)

DATE:

K

SMME (SMALL, MEDIUM AND MICRO ENTITIES) CATEGORY

The National Small Business Act divides SMME's into the following categories, if your company is SMME please tick the appropriate SMME classification

Category of SMME	Description	Tick
Survivalist enterprises	Operates in the informal sector of the economy. Mainly undertaken by unemployed persons. Income generated below the poverty line, providing minimum means to keep the unemployed and their families alive. Little capital invested, not much assets. Not much training. Opportunities for growing the business very small.	
Micro enterprises	Between one to five employees, usually the owner and family. Informal - no license, formal business premises, labour legislation Turnover below the VAT registration level of R300 000 per year. Basic business skills and training Potential to make the transition to a viable formal small business.	
Very small enterprise	Part of the formal economy, use technology Less than 10 paid employees Include self-employed artisans (electricians, plumbers) and professionals.	
Small enterprise	Less than 100 employees More established than very small enterprises, formal and registered, fixed business premises. Owner managed, but more complex management structure	
Medium enterprise	Up to 200 employees Still mainly owner managed, but decentralised management structure with division of labour Operates from fixed premises with all formal requirements.	
Not applicable		

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

Form of Offer and Acceptance SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

<i>DESCRIPTION OF SERVICE</i>	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

C2.2 PRICING INSTRUCTIONS

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

***PROVISION OF SECURITY SERVICES FOR ADELAIDE RESEARCH STATION FOR A
PERIOD OF 36 MONTHS***

PART C 2.1 PRICING INSTRUCTIONS

1 GENERAL

The quotation from the service provider shall be deemed to be full compensation for the work as specified. The offer includes the supply of all materials, labour, supervision, tools, equipment, services and deliverables necessary to carry out and complete the required services.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: SCMU8-22/23-0050
CLOSING TIME 11:00	CLOSING DATE: 11 OCTOBER 2022

OFFER TO BE VALID FOR NINETY DAYS (90) DAYS FROM THE CLOSING DATE OF BID.

	Year 01	Year 02	Year 03
Costs - all inclusive	R.....	R.....	R.....
15% VAT	R.....	R.....	R.....
TOTAL YEAR (1)	R.....	TOTAL YEAR (2) R.....	TOTAL YEAR (3) R.....

Total Price for Thirty -six months R.....

TOTAL AMOUNT IN WORDS (for 36 months period):

.....

.....

SIGNATURE OF BIDDER

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) _____

- Period required for delivery _____
- Delivery basis _____

SIGNED _____ NAME OF SIGNATORY (IN CAPITALS): _____

SIGNED ON THIS THE _____ DAY OF _____ OF THE YEAR 2022

ON BEHALF OF _____

TELEPHONE NUMBER: (_____) _____ FAX NUMBER: (_____) _____

I/we choose domicilium citandi et executandi at

_____ in the Republic of South Africa

PRICE BREAKDOWN: YEAR 01

Basic salary per Guard	R
Overtime x 1 ⅓	R
Overtime x 1 ½	R
Overtime double	R
Leave pay	R
Sick leave	R
UIF	R
Public Holiday	R
Levy	R
Workman Compensation	R
Any other allowance/s	R
Total monthly cost per guard (all inclusive)	R
Total cost for number of guards offered per month	R
Transport per month	R
24 hour armed response unit	R
Overheads (including profit) per month	R

*** TOTAL BID PRICE** R / MONTH

*** TOTAL BID PRICE** R / 12 MONTHS

***PLEASE NOTE:** This Quotation IS NOT SUBJECT TO ANY PRICE ADJUSTMENTS

***QUOTED PRICE TO BE ALL INCLUSIVE**

The total quoted price to be all-inclusive. All increases over the period of the contract to be included in the total price. No price adjustments or increases will be considered during the period of the contract.

Signature of bidder:

PRICE BREAKDOWN: YEAR 02

Basic salary per Guard	R
Overtime x 1 ⅓	R
Overtime x 1 ½	R
Overtime double	R
Leave pay	R
Sick leave	R
UIF	R
Public Holiday	R
Levy	R
Workman Compensation	R
Any other allowance/s	R
Total monthly cost per guard (all inclusive)	R
Total cost for number of guards offered per month	R
Transport per month	
24 hour armed response	R
Overheads (including profit) per month	R
* TOTAL BID PRICE	R / MONTH
* TOTAL BID PRICE	R / 12 MONTHS

***PLEASE NOTE:** This Quotation IS NOT SUBJECT TO ANY PRICE ADJUSTMENTS

***QUOTED PRICE TO BE ALL INCLUSIVE**

The total quoted price to be all-inclusive. All increases over the period of the contract to be included in the total price. No price adjustments or increases will be considered during the period of the contract.

Signature of bidder:

PRICE BREAKDOWN: YEAR 03

Basic salary per Guard	R
Overtime x 1 ⅓	R
Overtime x 1 ½	R
Overtime double	R
Leave pay	R
Sick leave	R
UIF	R
Public Holiday	R
Levy	R
Workman Compensation	R
Any other allowance/s	R
Total monthly cost per guard (all inclusive)	R
Total cost for number of guards offered per month	R
Transport per month	
24 hour armed response	R
Overheads (including profit) per month	R

*** TOTAL BID PRICE** R / MONTH

*** TOTAL BID PRICE** R / 12 MONTHS

***PLEASE NOTE:** This Quotation IS NOT SUBJECT TO ANY PRICE ADJUSTMENTS

***QUOTED PRICE TO BE ALL INCLUSIVE**

The total quoted price to be all-inclusive. All increases over the period of the contract to be included in the total price. No price adjustments or increases will be considered during the period of the contract.

Signature of bidder:

C 3.1

Scope of Work

PRODUCT PARTICULAR SPECIFICATIONS: CONTENTS

<u>CLAUSE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
<u>SCOPE</u>		
PPS 1	SECURITY COMPANY AND GUARDS/OFFICERS.....	
PPS 2	SERVICE CONTRACT	
PPS 3	REGISTRATION	
PPS 4	PAYMENT	

TERMS OF REFERENCE



rural development & agrarian reform

Department:
Rural Development & Agrarian Reform
PROVINCE OF THE EASTERN CAPE

TERMS OF REFERENCE OF SECURITY SERVICES FOR ADELAIDE RESEARCH STATION FOR THE PERIOD OF THREE YEARS

1. BACKGROUND

The Department of Rural Development and Agrarian Reform requires service of qualified service provider to provide suitable qualified Service Providers for the provision of security services for Adelaide Research Station.

2. SCOPE

Services required are security services rendered by trained security officers at its premises and these shall be provided inclusive of at least the following:

- Patrolling of premises-foot patrollers.
- Counting and patrolling of livestock camps.
- Daily and weekly reporting on livestock counts and incidents.
- Assets safeguarding and monitoring.
- Prevention of illegal hunting and chopping of woods at the farm.
- Patrolling of the boundary fence line.
- Securing and lock the office complex and building
- Protection to buildings within premises and general crime prevention measures that will be agree upon.
- Assist during emergency preparedness exercises and real emergency situation.
- Opening and closing of offices before and after work

Services specifically related to Covid-19

- To assist in the health screening of employees and visitors through facilitating the completion of a health screening questionnaire and conducting temperature screening (Security personnel are to be trained in the use of thermometer by their employer)
- Ensure all employees and visitors entering premises complete a register with their full name, identity number and contact details.
- Ensure all employees and visitors entering premises clean their hands with hand sanitizer.

The specific duties of security personnel in respect of the premises shall be as described in detail and will be contained in the agreement to be signed with the successful service provider before commencement of rendering service.

The purpose of access control is to prevent unauthorized access of persons and vehicles and prohibit bringing in of any dangerous objects onto the property in order to safeguard the people, property/assets and the premises.

The following are expectations from security services officers on site:

- To act as authorized officers in terms of the Control of Access to Public Premises and Vehicles Act 53 of 1985
- Responsible for access control, guarding of premises, patrolling premises, escorting of VIP & members of the public into premises when required
- Protection of personnel, protection of property and assets of DRDAR, and DRDAR staff's personal belongings, protection of visitors and their personal belongings within premises, protection of information and execute other security functions as required by Security Services Manager at RATU DRDAR Office.
- To record incidents/events in an occurrence register and report such occurrences to DRDAR personnel responsible for security
- Enforce DRDAR security policy, systems and procedures – detailed duties of security officers at each security post will be discussed with successful service provider
- Security officers have to be on duty of day shift 06:00 to 18:00 and night shift 18:00 to 06:00

These activities will have to be done in terms of the following acts:

- a. The application of the Control of Access to Public Premises and Vehicle Act, 1985, Section 2, 3 and 4
- b. The Criminal Procedure Act, Act 51 of 1977, Section 20, 23 (b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42
- c. The Firearms Control Act 60 of 2000, Section 10, 34, 90 and 106
- d. Private Security Industry Regulation Act 56 of 2001
- e. Protection of Information Act 84 of 1982
- f. Trespass Act 6 of 1959
- g. Occupational Health and Safety Act 85 of 1983
- h. Other legislations relevant to security services not mentioned above

Post and grades of security officers

NO	Description	Quantity
1.	DAY SECURITY PERSONEL: 6 Grade C" s Security Officers),7 days a week.(one to be armed)	6
2.	NIGHT SECURITY PERSONNEL 6 Grade C security officers, (one to be armed), 7 days a week.	6

N.B. The number of security officers indicated above is reflection of the Departments current requirements, and reserves the right to increase or decrease the number of officers when requirements change.

Equipment/provisions needed

The successful bidder must ensure that security guards always have the following service aids per security guard:

THE SUCCESSFUL BIDDER MUST ENSURE THAT SECURITY GUARDS HAVE THE FOLLOWING AT ALL TIMES:

TOOLS REQUIRED	QUANTITY
Hand held metal detectors	2 per site
Two way radios/Push to talk(PTT)or Cellphone radio	1 for each officer on duty

Battery operated torches	1 for each officer on night duty
Batons	1 for each officer
Occurrence book and attendance register	1 each site
Handcuffs set for every officer on duty	1 each officer
Firearm	1 each shift

COMPETENCY AND EXPERTISE REQUIREMENTS OF SERVICE PROVIDER

- The companies interested in responding must meet all the requirements of the Private Security Industry Regulatory Authority (PSIRA), PSIRA Act, Act 56 of 2001.
- Companies to be registered with Private Security Industry Regulatory Authority (PSIRA).
- A company profile depicting the extent of experience, particularly in rendering security services to similar size or bigger projects with **contactable references**.
- Security officers assigned to AD-19/20-0054 must have grading levels stated in Scope of Work with valid registration certificates
- PSIRA compliance audit on the company appointed must be conducted at least once in twelve months by PSIRA Inspectors and it is the responsibility of the company to invite PSIRA for the inspections and audit reports and findings be submitted to DRDAR
- Security officers assigned to Adelaide offices must have valid PSIRA certificates and display valid PSIRA cards when on duty
- The company to render services at Adelaide Office must provide a backup communication system to be used during emergency for direct contact with their base station (e.g. cellphone, radio, etc.)

1. BID CONDITIONS

- 1.1 No late or incomplete responses will be accepted
- 1.2 Suppliers must ensure that no services are rendered or goods delivered without written confirmation from DRDAR
- 1.3 Only bidders who are registered on CSD as service providers or capable of being registered prior to the evaluation of submissions are eligible to submit bids. Bidders who are not registered on the CSD are not precluded from submitting bids, however bidders must complete the CSD application online, prior the closing date (www.csd.gov.za is the website). It is the responsibility of bidders to ensure that this requirement is complied with. Kindly note that you need to have a working email address, working cell phone, the company registration details and Tax Clearance PIN obtained from SARS.
- 1.4 Tax compliance status and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate and CK documents are therefore no longer needed to be attached in the bid.
- 1.5 Bidders must be registered and active on LOGIS
- 1.6 SANAS accredited B-BBEE Certificate for generic companies or certified copy of sworn affidavit must be attached for Exempted Micro Enterprise and Qualifying Small Enterprises.
- 1.7 All prices must be firm prices and VAT inclusive
- 1.8 The awarding of bid will be subject to the Service Provider's express acceptance of the Supply Chain Management general contract conditions;
- 1.9 The awarded bidder will be expected to submit the manufacture's certificate of compliance to the mentioned Act.
- 1.10 Only companies registered as Security Services and PSIRA valid affiliates must respond to this invitation and the valid PSIRA certificate.
- 1.11 Companies responding to this must provide proof of Firearm licence.

2. EVALUATION CRITERIA

The evaluation of the bids will be done in a two stage process. Bidders who do not meet the Administrative Compliance Requirements (completion or attachment of Compulsory documents), shall not be considered for Stage 2 evaluation.

Points will be awarded in accordance with the Regulations to the Preferential Procurement Policy Framework Act (PPPFA)

Administrative Compliance

1. Signing of Bidders Declaration (SBD 4), compliant tax status, valid PSIRA registration, nonrestrictions.

Price and BEE

- Bids will be evaluated according to 80/20 preference point system, as prescribed in terms of the Preferential Procurement Policy Regulations, 2017 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA)

Price evaluation	80
Price or quotation offer under consideration	
Total for price	80
Preference point system	20
Preference points (BEEE status level contribution)	
Level 1	20
Level 2	18
Level 3	14
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	2
Non-compliant contributor	0
Total points	20

Please Note: Bidders who do not possess the B-BBEE status verification certificate will not qualify to claim points for B-BBEE status level of contributor as stated above, only points for price will be considered;

Proposals must be submitted as follows:

Closing date (on or before)	11 October 2022
Time	11H00 am
Venue	Tender Box
	UIF Building, Bhisho
	Rarabe Road, Bhisho
No late bids will be accepted	

3. ENQUIRIES & CONTACT PERSON

MR M Mlenze

Contact numbers: 043 683 5459

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

GENERAL CONDITIONS OF CONTRACT

The contract shall be governed by the "National Treasury General Conditions of Contract (July 2010). These General Conditions are available for inspection at the offices of the Departmental Head Office at Bhisho, Deputy Director: Supply Chain Management (SCM).

B. SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract to the extent specified below, and shall take precedence and shall govern. **The following Special Conditions of Contract will apply.**

SECTION	SUBJECT
4. Standards	4.1 The material standards shall confirm to the Scope of Works (Project Particular Specifications)
7. Performance Security	7.1 No Performance Security is Required
10. Delivery of works/services	<p>10.1 <i>The Bidder will deliver the Services as requested to the Department as specified in the Scope of works (Project Particular Terms of Reference) at the identified sites. A detail delivery note that include the full list of all the materials that are delivered shall be supplied by the service provider.</i></p> <p>10.2 <i>The Bidder will make delivery arrangements with the project leader for inspection of material to confirm compliance and verify the material and counting material.</i></p> <p>10.3 <i>The material will be sorted to the different items and stacked for easy counting.</i></p> <p>10.4 <i>The Bidder will complete the full project within the time frame state after the acceptance letter is signed. (Maximum of 14 days is allowed)</i></p>
16. Payment	16.1 Payment will be made within a period of 30 days after the receivable of the invoice.
17. Prices	17.1 Prices charged by the supplier for services performed under the contract shall not vary from the prices quoted by the supplier in his bid.
21. Delays in the Bidders performance	<p>21.1 Delivery of the services and performance of services shall be made by the Bidder in accordance with the time schedule prescribed in the Bid Rules and Special Conditions of Contract (SCC) clause 10.4 in the contract.</p> <p>21.2 If at any time during performance of the contract, the Bidder or its supplier should encounter conditions impeding timely delivery of the performance of services, the Bidder shall promptly notify the Department in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Department shall evaluate the situation and may at his discretion extend the Bidder'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.</p>

	21.3 Except as provided under GCC Clause 25, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder 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. Penalties	22.1 Subject to GCC Clause 25, if the Bidder fails to deliver any or all to perform the services within the period(s) specified in the contract, the Department 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 unperformed services using the current prime interest rate calculated for each day of delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 26.
23. Termination for default.	23.1 The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the bidder/supplier fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the Department pursuant to GCC Clause 21.2; (b) if the bidder/supplier fails to perform any other obligation(s) under the contract; or (c) if the bidder/supplier, in the judgment of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Bidder/supplier 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. 25.2 If a force majeure situation arises, the bidder/supplier shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the bidder/supplier 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.
26. Termination for insolvency.	26.1 The Department may at any time terminate the contract by giving written notice to the bidder/supplier if the bidder/supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder/supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.
27. Settlement of Disputes	27.1 The parties may at any time, without prejudice to any other proceedings, agree to settle any claim or any dispute amicable with the help of an impartial third party. Amicable settlement may include any settlement technique as agreed to by the parties. 27.2 Amicable settlement shall become final and binding on the parties only to the extent that it is correctly recorded as being agreed to by the parties.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African Laws.

GENERAL ITEMS	<p>.The bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in a separate questionnaire or in a separate annexure.</p> <p>2.The Preference Claim and other relevant forms, attached, shall be completed, signed and submitted with the bid. Documentary proof as substantiation of preferences claimed and to the satisfaction of the Department, should be handed in with the bid.</p> <p>.Where items are specified in detail, the specifications form an integral part of the bid document and bidders shall indicate in the space provided whether the items offered are to specification or not. Failure to complete, will automatically disqualify the Bid for any further consideration.</p> <p>.In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified".</p> <p>.In cases where the items are not to specification, the deviations from the specifications shall be indicated.</p> <p>.The bid prices shall be given in the units shown.</p> <p>.All prices shall be quoted in South African currency.</p> <p>.Delivery basis:</p> <ol style="list-style-type: none"> (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of bidding, shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station if the goods are required elsewhere. (b) Notwithstanding the provisions of paragraph 8(a), bid prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivered on site as specified. <p>.No bids transmitted by telegram, telex, facsimile or similar apparatus shall be considered.</p> <ol style="list-style-type: none"> 0. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the BID. 1. Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions of bidding. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of bidding, when called upon to do so, may invalidate the bid. 2. The bid forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made for any item but only on a photocopy of the page in question or on other forms obtainable from the relevant Institution. Additional offers made in any other manner may be disregarded. 3. Black ink shall be used to fill in bids. No unauthorized alteration shall be made to the document. Mistakes made by the Bidders in the completion of the pricing schedule, forms, etc. shall not be
---------------	--

	<p>erased nor erasing fluid used. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidders. Bid may also be rejected if they show any additional items not originally included in the Bid documents, conditional or incomplete offers, irregularities of any kind in either the Bid form or the priced schedule, or if the rates and amounts quoted in the schedule are obviously unbalanced and the Bidders, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven days of having received notification to that effect.</p> <p>4. The Bidder shall satisfy himself that the documents received are correct, complete and sufficient to be the basis of a <i>bona fide</i> Bid. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Should a Bidder not accept that the documents issued can form the basis of a <i>bona fide</i> Bid the SCM Unit shall be requested to correct the discrepancy, ambiguity, missing or illegible information prior to the submission of Bid. The submission of a <i>bona fide</i> Bid shall absolve the Employer from any liability whatsoever for any error in a Bid due to the foregoing.</p> <p>5. The relevant consultant/contractor agrees that should any dispute arise from the contract, the matter shall be submitted to the relevant Bid Adjudication Committee for a ruling and such ruling shall be final.</p> <p>6. In the event that the bidder is not the actual manufacturer and will be sourcing the product(s) from another company, an unconditional letter (or certificate: confirmation of supply arrangements between the bidder and his/her supplier) from the company(ies)/supplier(s) confirming supply arrangement(s) in this regard, has to accompany the bid at the closing date and time of bid. The said company/supplier must confirm that it has familiarized itself with the item description, specifications and bid conditions and if the bid consist of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued. It must be indicated in the above-mentioned letter that all financial arrangements with regard to payment between the prospective bidder and manufacturer/company/supplier issuing such a letter has been finalized and terms and conditions mutually agreed upon. Non-compliance with the above-mentioned special conditions would automatically invalidate the bid for such products offered.</p> <p>7. The Bid must be signed by one duly authorized to do so. In the case of a Bid being submitted on behalf of a Company, Close Corporation, Partnership or Joint Venture, such Bid shall be accompanied by a certified copy of a resolution of the Board of Directors of such Company, Close Corporation or other suitable authority in the case of a Partnership or Joint Venture, in terms of which the nominee is authorized to sign on behalf of the business entity.</p> <p>The joint venture documentation is also to clearly state that all its parties will remain severally and jointly bound for the duration of the defects liability period, as well as setting out how matters will</p>
--	--

	<p>be dealt with that may arise as latent defects once the joint venture has dissolved.</p> <p>If due to any unforeseen reasons the joint venture dissolves during the defects liability period, the agreement must clearly state how the liability will be dealt with in terms of honoring all the responsibilities it may still have with regards to the due performance of all contractual issues that could arise.</p> <p>8. These conditions form part of the bid/ price quotation and failure to comply therewith may invalidate a bid/ price quotation.</p>
--	--