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Appointment of a service provider for the provision of physical security services for a period of 60 months

Bid Number:	023/2022/EWSS/SECURITY/RFB
Bid Issue Date	01 November 2022
Compulsory Briefing Session Date and Time:	15 November 2022 at 11h00 Online: Microsoft Teams NB: Send an e-mail to tenders03@tcta.co.za to preregister and receive meeting invitation
Clarifications Deadline:	22 November 2022 at 11h00
Request for Building Access Code Deadline	28 November 2022 at 11h00 (Complete Annexure G)
Closing Date and Time:	2 December 2022 at 11h00
Bid Validity Period:	120 (one hundred and twenty) calendar days commencing from the RFB closing date
Bid Submission Physical Address:	Bid Submissions must be sent to: Proposals must be hand delivered at TCTA's offices located at the address indicated below and addressed to The Receiving Officer, and marked RFB No. 023/2022/EWSS/SECURITY/RFB on or before the closing date and time: Byls Bridge Office Park Building 9 Corner Olievenhoutbosch & Jean Avenue Doringkloof Centurion
Enquiries:	Name: The Receiver Officer Email Address: Kindly send all clarification questions or enquiries to the receiving officers at tenders03@tcta.co.za .

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1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

B-BBEE	Broad Based Black Economic Empowerment in terms of the Broad Based Black Economic Empowerment Act 53 of 2003 (B-BBEE Act).
B-BBEE STATUS LEVEL OF CONTRIBUTOR	The B-BBEE status received by a measured entity issued in terms of section 9(1) of the B-BBEE Act.
BID SUBMISSION	A bidder's written proposal in response to an Invitation for Bids (Request for Bids/Quotations/ Information etc.)
BLACK PEOPLE	Africans, Coloureds and Indians as defined in the Broad Based Black Economic Empowerment Act 53 of 2003
CONSORTIUM OR JOINT VENTURE OR CONSORTIUM	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;
CONSULTANT	A professional person appointed to provide technical and specialist advice or to assist with the design and implementation of projects. The legal status of this person can be an individual, a partnership, a corporation or a company.
CONTRACT	A legal agreement or National Treasury issued Standard Bid Document Number 7 signed by TCTA and a successful bidder. This term does not refer to the actual bid process.
CONTRACT MANAGER	A representative from the Requesting Department that will be responsible for monitoring the day to day activities related to the contract
DESIGNATED SECTORS	Sectors, sub-sectors or industries that have been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
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
PROCUREMENT SPECIALIST	Any person in the Procurement Unit who is responsible for managing a bid process from start to finish
PO	A Purchase Order generated by the Procurement Unit after the conclusion of a successful bid process authorizing the expenditure against an awarded contract.
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;
RD	A requesting department withing TCTA or its representative
SUPPLIER	A juristic person or legal entity that provides goods or services to TCTA.

2. PREPARATION OF BID SUBMISSIONS

- 2.1. Bidders are required to comply fully with this Request for Bid including annexures during submission to TCTA;
- 2.2. In order for a Bid Submission to be acceptable, it must:
 - 2.2.1. Not be late and it must be delivered to the address stated on the front page. TCTA shall not accept nor be obliged to accept Bid Submissions submitted after the stipulated closing date and time, notwithstanding that such late submission is as a result of circumstances beyond the Bidder's control;
 - 2.2.2. Clearly reflect the Bid description and bid number on the outer packaging;
 - 2.2.3. Contain a firm and unconditional price; and
 - 2.2.4. Contain all signed and completed Annexures.
- 2.3. TCTA reserves the right to reject bids that are not acceptable and to not evaluate them. This section is subject to the provisions in the Conditions of Bid.
- 2.4. Bidders must submit 1 physical original copy in English and a 1 electronic copy on an unencrypted USB. USBs must not be password protected and must be free of any and all corruption. The information in the USB must be identical to the original submission. In the event of a discrepancy between any versions submitted, TCTA will rely on the original submission.
- 2.5. This Bid has 7 stages of evaluation summarised in the document below. Each stage reflects the process of evaluation. Bid submissions must be neat and legible and prepared in the same order as the stages of evaluation. Each stage must be clearly marked.

3. BACKGROUND

TCTA aims to appoint a Security Service Provider for the provision of physical security services for a period 60 months.

3.1 COMPANY EXPERIENCE

The bidder must have the following experience:

- At least 5 years' experience in the security industry with the provision of Physical Security Services / Security Guarding Services.
- Two (2) contracts with a minimum duration of 2 years in the last ten (10) years in Physical Security / Security Guarding Services
- The provision of a minimum of 6 security guards only per contract with experience in security guarding services.

3.2 PERSONNEL EXPERIENCE

The bidder must demonstrate that the security manager has a minimum of 5 years' experience operating in the security industry as a security manager.

4. SCOPE OF WORK

Detailed Description of Goods/Services

- 4.1. The preferred bidder must be in a position to deliver to the following requirements of the scope of work namely;

Table 1

#	Deliverable	When Required	Measurement
4.1.1	The provision of two (2) day shift and two (2) night shift Grade B security officers who are not under the influence of drugs and alcohol, on 12-hour shifts, 7 days a week, 365 days a year (24/7/365) supported at all times by a shift supervisor;	Daily	Physical checks will be done daily
4.1.2	Completion per shift of security observations with the aid of an electronic device (tablet, etc), whereby information of the shift can be obtained by TCTA in an automated format.	Daily	Online reports
4.1.3	One visit per shift by the shift supervisor with the visit being recorded in the device provided in The shift supervisor must record in the OB (tablet, etc) any failure by the guards to complete the patrols as specified;	Daily	Online reports
4.1.4	24 hours armed response which can be subcontracted with a reaction time of 5 minutes.	Throughout contract period	Physical test
4.1.5	Subcontracting of armed response and control room services should be in line with the Preferential Procurement Regulations, 2017 sub-regulation 12. (3), relating to sub-contracting after award.		
4.1.6	The monitoring of TCTA's CCTV system offsite, at the bidder's control room. The bidder must provide a link for connectivity	Daily throughout the contract period	Visual inspection of the control room and

#	Deliverable	When Required	Measurement
	to the equipment and cost all data links. The CCTV specifications are as follows:- <ul style="list-style-type: none"> • HIKVISION 4MP Dome Camera • HIKVISION ANPR 4MP VF Bullet • DS-9664NXI-I8/S HIKVISION NVR • WD 8TB Surveillance HDD • HIKVISION 24PT POE L2 Switch 		confirmation that equipment is working
4.1.7	The provision of VIP protection services upon request.	Adhoc	Spot checks as and when required to ensure that services are in place
4.1.8	The following conditions are applicable to the security officers provided by the service provider; The security officers and the security supervisor / manager must not have any criminal records for the past 10 years. A Police Clearance Certificate will have to be provided for all staff every year, all staff upon replacement; and All security officers must be PSIRA registered.	Annually or change of staff.	Police clearance certificates upon request and PSIRA certificates for guards
4.1.9	The responsibilities of the guards will be, but not limited to, the following:- <ul style="list-style-type: none"> • They will be posted at the check point on the ground floor of the building. • To physically secure the building as per TCTA's security protocol and remain posted on the ground floor during the day shift, • Ensure that TCTA's assets does not leave the premises without the necessary approvals, • Ensure that TCTA's employees and stakeholders are always safe from any security risks, • Observe anything out of the ordinary in terms of security guarding and report it to the offsite control room whereby the 	Monthly checks	Compliance to all requirements

#	Deliverable	When Required	Measurement
	<p>necessary security protocol will be implemented by the bidder to address any anomalies.</p> <ul style="list-style-type: none"> Man the exit and entry points and ensuring that unauthorised people are not allowed into TCTA's premises. Signing in and registration of visitors in the access control system based on the visitors list for the day provided by the landlord on a daily basis. TCTA's access control system protocol must be always observed. <p>Patrolling of TCTA's premises inside and outside after hours to protect TCTA property, employees and visitors;</p> <p>Ensuring that employees' vehicles and TCTA's pool vehicles are not vandalised, stolen or broken into which are parked in the designated basement parking bays;</p> <p>Ensuring that visitors only park in designated basement parking bays;</p> <p>Escorting TCTA employees after hours to their motor vehicles upon request;</p> <p>The closing of all open windows and doors where access to the building can be obtained after working hours;</p> <p>Assisting with the evacuation procedure during fire drills or an emergency;</p>		
4.1.10	<p>Working hours shall be as follows:-</p> <ul style="list-style-type: none"> All shifts are 12 hours and start at 5:45 for 6:00 and 17:45 for 18:00 or otherwise stipulated by TCTA; and A duty roster outlining the monthly shifts for the security guards must be kept. 	Daily	Physical checks will be done daily
4.1.11	<p>Communication shall be provided as follows:</p> <ul style="list-style-type: none"> The security officers must be given two-way radios or cell phones to establish immediate communication between the different duty points and the off-site control room 	Daily	Physical checks will be done daily

#	Deliverable	When Required	Measurement
4.1.12	Each security officer must be in possession of a panic button (the following capabilities on the remote; button for armed response, button for control room communication, and button for intermittent danger) to the tenderer's armed response units and the off-site control room.	Daily	Physical checks will be done daily
4.1.13	Installation of a guard touring system on each of the 2 floors where the security guards will clock each check point upon their inspection from 18:00 – 6:00.	Daily	Physical checks will be done daily
4.1.14	<p>The following reports must be given to TCTA</p> <ul style="list-style-type: none"> • Daily reports for the guard monitoring / touring system • Monthly reports on trends emanating from incidents and TCTA security complaints where applicable • Preventative actions regarding security incidents • Compilation of security procedures and risk management when required by TCTA • Assistance with disaster management. The responsibilities will be formalised with the appointed bidder in an SLA. 	Monthly	

4.2. The personnel must be equipped with the following: -

4.2.1. Full, neat and clean uniform;

4.2.2. Rainwear;

4.2.3. Pocket book and red and black pens; and

4.2.4. Security identity card.

4.3. Communication shall be provided as follows:

4.3.1. The security officers must be given two-way radios or cell phones to establish immediate communication between the different duty points and the off-site control room; and

- 4.3.2. Each security officer must be in possession of a panic button (the following capabilities on the remote; button for armed response, button for control room communication, and button for intermittent danger) to the tenderer's armed response units and the off-site control room.
- 4.4. Installation of a guard touring system on each of the 3 floors where the security guards will clock each check point upon their inspection from 18:00 – 6:00.
- 4.5. The following reports must be given to TCTA
 - 4.5.1. Daily reports for the guard monitoring / touring system
 - 4.5.2. Monthly reports on trends emanating from incidents and TCTA security complaints where applicable
 - 4.5.3. Preventative actions regarding security incidents
 - 4.5.4. Compilation of security procedures and risk management when required by TCTA
 - 4.5.5. Assistance with disaster management. The responsibilities will be formalised with the appointed bidder in an SLA.

5. STAGE 1: PRE-QUALIFICATION

- 5.1. Only one or more of the following bidders may respond:

A bidder having the minimum stipulated B-BBEE status level of contributor of Level 1 and is an EME or QSE.
- 5.2. The following document/s must be provided as proof of the above-mentioned criteria:
 - 5.2.1. Certified Copy B-BBEE Certificate issued by a SANAS accredited Verification Agency or a Sworn Affidavit for EMEs and QSEs that are at least 51% black-owned.
 - 5.2.2. In case of Joint Ventures, a Consolidated B-BBEE Certificate issued by a SANAS accredited Verification Agency or a Sworn Affidavit for EMEs and QSEs.

A bidder that does not meet the requirements for pre-qualification will be disqualified at this stage and not evaluated further.

6. STAGE 2: ATTENDANCE OF COMPULSORY BRIEFING SESSION

TCTA will refer to the attendance register of the Briefing Session to confirm if a bidder attended the compulsory briefing session.

Failure to attend a compulsory briefing session may result in a bidder being disqualified at this stage and not evaluation further.

7. STAGE 3: RETURNABLES

All returnables are required for purposes of evaluation irrespective of whether they are designated mandatory or not.

Table 2 is a list of all documents that are listed as being Mandatory or non-mandatory.

Table 2

#	Document Type	Description	Status
1.	Compliance	<ul style="list-style-type: none"> Certified Copy BBBEE Certificate issued by Verification Agency approved by SANAS or Sworn Affidavit for EMEs and QSEs OR <ul style="list-style-type: none"> In case of Joint Ventures: Consolidated BBBEE issued by Verification Agency approved by SANAS, or an Affidavit for EME and QSE. 	Mandatory
2.	Compliance	Proof of bidder registration with PSIRA	Mandatory
3.		Proof Bidders Director's/Owner registration with PSIRA	Mandatory
4.		PSIRA Registration of the Security Manager	Mandatory
5.	Evaluation	Pricing Offer Complete Pricing Schedule	Mandatory
6.	Evaluation	Company experience Duly complete ANNEXURE A . For each contract reference in Annexure A bidders must submit proof of the following: - Service level agreements, or award letters or purchase orders (POs) or reference letters from the bidder's customer.	Non-Mandatory
7.	Evaluation	Security Manager Duly complete ANNEXURE B .	Non-Mandatory
8.	Evaluation	Proof of Control Room. If the control room service is provided in-house a letter on the bidder's company letter head signed off by the duly authorised person for this tender stating the latter is provided as said. OR If the control room is outsourced, a letter must be provided by the company that the work is being outsourced stating that they will be willing to enter into a contract with the bidder.	Mandatory
9.	Evaluation	Proof of armed Response If the Armed Response services are provided in-house a letter on a company letter head signed off	Non-Mandatory

#	Document Type	Description	Status
		by the duly authorised person for this bid stating the latter is provided as said, OR If it is outsourced a letter must be provided by the company that the work is being outsourced to stating that they will be willing to enter into a contract with the bidder.	
10.	Statutory Compliance	Standard Bidding Documents - Complete Annexures D – F <ul style="list-style-type: none"> • SBD1 • SBD 4 • SBD 6.1 	Mandatory
11.		Tax Compliance Status Pin	Non-Mandatory
12.		Proof of registration on National Treasury Central Supplier Database	Non-Mandatory

Any bidder who fails to submit a non-mandatory document will receive zero points where that document is linked to specific functionality criteria. Any bidder who fails to submit a mandatory document will be disqualified at this stage and not evaluated further.

8. **STAGE 4: FUNCTIONALITY**

TCTA will evaluate the submissions for functional capacity and capability. TCTA will evaluate the submissions in terms of the functional criteria set out below.

Table 3: Technical Evaluation Criteria

EVALUATION CRITERIA		SCORE
Company experience	<p><u>Company experience:</u></p> <p>The bidding company must have a minimum of five (5) years' experience in the provision of Physical security / security guarding services, with the provision of a minimum of 6 security guards with experience in the security guarding services. Proof of the service level agreements, or award letters or purchase orders (POs) or reference letters from the bidder's customer confirming at least five (5) years in provision of physical security guarding services and a minimum of 6 guards stipulated must be submitted (both accumulative or once off service will be considered). The scoring methodology is as follows: <u>-Years of Experience in provisioning of Physical security / security guarding services:</u></p>	10 points

	<ul style="list-style-type: none"> • More than 8 years of work experience: 10 points • 6 – 8 of work experience: 7 points • 5 years of work experience: 5 points • Less than 5 years' experience = disqualification 	
	<p><u>Physical Security / Guarding Contracts:</u></p> <p>Two (2) Physical Security / Security Guarding Services contracts, with a minimum duration of 2 years in the last ten (10) years for the provision of these services. Points will be allocated as follows:-</p> <ul style="list-style-type: none"> • More than 9 Contracts = 25 points • 6 - 9 Contracts = 10 points • 3 – 5 Contracts = 7 points • 2 Contracts = 5 points • Less than 2 contracts = disqualification <p>NB: Years of experience will be calculated from all projects listed under ANNEXURE A (starting dates & end dates in (months & years, must be clearly stated</p>	10 points
	<p><u>Number of guards</u></p> <p>The provision of a minimum of 6 security guards with experience in the security guarding services. The quantities of the guards will be taken from the service level agreements, or award letters or purchase orders (POs) or reference letters from the bidder's customer confirming at least five (5) years in provision of physical security guarding services must be submitted. The bidder must therefore ensure that the</p> <p>The provision of a minimum of 6 security guards per contract (not accumulative) with experience in the following but not limited to;</p> <ul style="list-style-type: none"> • More than 8 guards = 10 points • 7 – 8 guards = 7 points • 6 guards = 5 points • Less than 6 guards = disqualification 	10 points
<u>Supervisor Experience</u>	<p><u>Supervisor Experience:</u></p> <p>The supervisor must have a minimum of 10 years supervision experience in the security industry.</p> <ul style="list-style-type: none"> • More than 12 years' experience = 10 points • 11 - 12 years' experience = 7 points. • 10 years' experience = 5 points • Less than 10 years = disqualification 	10 points
TOTAL		40 points

Bidders who does not meet the threshold of 20 points out of the 40 points will be disqualified at the end of this stage and not evaluated further.

Bidders who met the minimum score of 20 points out 40 points will be considered in the next stage 4, Due Diligence, of the evaluation process.

9. STAGE 5: DUE DILIGENCE

The due diligence will entail the visiting of the bidder's site to confirm the following:-

EVALUATION CRITERIA	YES	NO
Control Room with capability to monitor the guard monitoring system. An inspection will be done in line with the South African Intruder Detection Services Association (SAIDSA) requirements. Refer to ANNEXURE C for the minimum Control room evaluation specification.		

Bidders meeting the due diligence requirements by achieving “Yes” for all evaluation criteria as outlined in Annexure C will proceed to Stage 5 of the evaluation process being Price and Preference evaluation in terms of 80/20 preference point system. Bidders that do not meet 100% of the due diligence requirements will be disqualified.

10. STAGE 6: PRICE AND B-BBEE

TCTA will evaluate all Bid Submissions in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).

Bidders are required to provide a total fixed price over the contract period as per below pricing schedule for evaluation purpose.

The pricing to be compliant with Basic Conditions of Employment Act: Sectoral Determination 6: Private Security Sector, South Africa: Amendment.

Escalation for future years will be applied annually at as gazetted.

PRICING SCHEDULE

Item	Description	Unit	Quantity (Months)	Unit Rate	Amount (Qty x Unit rate)
	2 x Grade B Day shift guards	Monthly cost	60 months		
1.	2 x Grade B Night Shift guards	Monthly cost	60 months		
2.	Shift Supervisors	Monthly cost	60 months		
3.	Armed Response	Monthly cost	60 months		
4.	Control Room for guard monitoring system and CCTV system	Monthly cost	60 months		
5.	Network (CCTV remote viewing) link cost	Monthly	60 months		
6.	VIP protection services	12 services	12		
7.	Ad hoc armed Guard Services – (Guard rate per shift)	36 Shifts			
8.	VIP protection services	24 services			
9.	Installation of Guard Monitoring / Touring system and all other equipment	Once off cost			
10.	Guard touring monthly maintenance cost	Monthly cost			
	Subtotal				
	VAT @ 15%				
	Total				

9.1 B-BBEE

9.1.1 A bidder who fails to submit proof of B-BBEE status level of contributor or a non-compliant bidder will not be disqualified at this stage but:

- a) May only score points out of 80 or 90 depending on which preference point system is applicable; and
- b) Scores 0 out of 20 or 0 out of 10 depending on which preference point system is applicable.

9.1.2 Section 11.1.1 shall not apply if this bid has a pre-qualification stage.

9.1.3 A joint venture or consortium must submit a consolidated B-BBEE certificate in order to earn B-BBEE points.

- 9.1.4 All B-BBEE certificates must be obtained from verification agencies accredited by SANAS unless the bidder is an EME or QSE in which case they must submit a validly commissioned affidavit QSEs that do not meet level 1 or 51% black ownership thresholds are obliged to show compliance with all five of the categories on the BEE scorecard therefore, a B-BBEE certificates must be obtained from verification agencies accredited by SANAS.
- 9.1.5 An EME or QSE with 100% black ownership qualifies at a Level One.
- 9.1.6 An EME or QSE with more than 51% black ownership qualifies at a Level Two.
- 9.1.7 If black ownership of an EME is below 51%, it qualifies at a Level Four.
- 9.1.8 If black ownership of a QSE is below 51%, it is required to be measured in terms of the QSE scorecard to confirm its B-BBEE Status Level.

9.2 PRICE

- 9.2.1 If the price offered by the highest scoring bidder is not market related, TCTA reserves the right not to award to that bidder in terms of its Procurement policies.
- 9.2.2 Price must be reflected Excluding and Including VAT.
- 9.2.3 All prices must include disbursements.
- 9.2.4 Prices must be firm and unconditional. Bids with conditional prices will not be acceptable and will be treated as such.

9.3 PREFERENTIAL POINTS CALCULATION

The weighting of the Preferential points calculation is as follows:

Price	=	80
B-BBEE	=	20
Total Score	=	100

11. STAGE 7: SUPPLIER VETTING

TCTA may disqualify a successful bidder who/whose:

- 12.1 Submits fraudulent information or information that they do not have to authority to submit;
- 12.2 Is listed on National Treasury's list of Blacklisted Suppliers or Defaulters or similar;
- 12.3 Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;

- 12.4 Has a director and/or shareholder who is employed by any organ of state. This does not apply to any organ of state acting as a bidder; and
- 12.5 Tax affairs are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period.

12. CONDITIONS OF BID

Any bid submission that does not meet the conditions of bid may be rejected and not evaluated at all. Such a bid submission will not be acceptable.

11.1 Costs of Bidding

- 1.1.1. Bidders shall bear their own costs, disbursements and expenses associated with the preparation and submission of the Bid Submissions, including submission of any additional information requested by TCTA or attending the compulsory briefing session.
- 1.1.2. TCTA shall not under any circumstances be liable nor assume liability to any Bidder for costs, disbursements and/or expenses incurred by Bidders regardless of the outcome of the Bid process or by virtue of cancellation and/or postponement of the Bid process. Where applicable a non-refundable fee for documents may be charged.

11.2 Clarifications

- 11.2.1 All questions or queries regarding the Request for Bid must be directed to the person stated on the front page of this document, stating the relevant Bid number in the subject field, at least five business days before the stipulated closing date and time of the Request for Bid. No e-mails, faxes and/or telephone calls should be directed to any other employees of TCTA.
- 11.2.2 TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.
- 11.2.3 Should a Bidder fail to complete the annexures TCTA may call upon the Bidder to complete and submit such annexures except where such annexures are indicated as mandatory or are required for purposes of functional and preferential points evaluation. TCTA reserves the right to request clarity and to clarify and ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the requested documents and / or annexures duly completed within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidder.

11.3 Amendments

- 11.3.1 TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least 3 (three) business days prior to the stipulated closing date and time.
- 11.3.2 Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.
- 11.3.3 TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.
- 11.3.4 TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.
- 11.3.5 TCTA shall not be liable nor assume liability to any potential Bidder/s for any failure by such Bidder/s to receive any request for additional information.
- 11.3.6 In the event that TCTA amends its Bid requirements or requests additional information, any Bidder shall be entitled to withdraw its Bid Submission submitted by it prior to the stipulated closing date and time and re-submit a replacement Bid Submission by not later than the stipulated closing date and time.

11.4 Modification, Alteration or Substitution and/or Withdrawal of a Bid Submission

- 11.4.1 Any Bidder shall be entitled to withdraw or modify its Bid Submission at any time prior to the stipulated closing date and time.
- 11.4.2 Any amendment or alteration to the Bid documents must be received before the closing date and time of the Bid as stipulated in the Special conditions of Bid. The words "Amendment to Bid" and the description of the Bid must be clearly reflected on the envelope containing the documents or courier packaging as referred to in Condition 8.2.
- 11.4.3 No modification, alteration or substitution of Bid Submissions will be permitted after the stipulated closing date and time.
- 11.4.4 TCTA reserves the right to request Bids for clarification needed to evaluate their Bids, however, such request for clarification shall not allow or entitle Bidders to change the substance or price of their Bids after Bid opening. Any request for clarification and the Bidder's responses will be made in writing.

11.5 Validity Period

- 11.5.1 All Bid Submissions must remain valid from the stipulated closing date and time of the Request for Bid for the period stated in this Bid. Each Bid Submission will constitute an irrevocable offer which remains open for acceptance by TCTA during the validity period.
- 11.5.2 If TCTA issues a request to extend the validity period, failure to respond to such a request shall be deemed to be an approval to extend the bid validity period on the same terms and conditions as per your original bid submission.
- 11.5.3 If a bidder rejects the extension of validity period with no further comments. The bidder's rejection shall be accepted as a withdrawal from the bid process.
- 11.5.4 If a bidder rejects the extension of the validity period and requests an adjustment to their bid price. Such adjustment must be in line with the Consumer Price Index applicable at the time of request for extension and/or a recognised industry pricing guide. Adjustments outside of these parameters or for any other reason will not be acceptable and the bidders original bid price shall be deemed to be applicable for the extended validity period.

11.6 Disclaimer - Protection of Personal Information Act

- 11.6.1 By participating in this bid process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.
- 11.6.2 You (the Bidder, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or otherwise, may be used and processed by TCTA and such use may include placing such information in the public domain.
- 11.6.3 Further by partaking in this process you specifically agree that the TCTA will use such information provided by you, irrespective of the nature of such information.
- 11.6.4 TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer "personal information" shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 ("PAIA") and the Protection of Personal Information Act, Act 4 of 2013 ("POPI").
- 11.6.5 As per the POPI Act personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and your email address.
- 11.6.6 We may collect the following information about you:
 - a) Your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;

- b) Information about your beneficial owner if we are required to do so in terms of POPIA.
- c) Records of correspondence or enquiries from you or anyone acting on your behalf.
- d) Details of transactions you carry out with us.
- e) Details of contracts you carry out with us; and
- f) Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.

11.6.7 If you are under 18 years old, please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.

11.6.8 Why we collect Personal Information

11.6.9 Employee and Contractor Information

- a) To Remunerate the person.
- b) To comply with laws authorizing or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.
- c) To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
- d) To conduct criminal, credit, employment reference and other related reference checks.
- e) To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.

11.7 Client Information

11.7.1 To render client related services and administration of client accounts.

11.7.2 To conduct criminal, credit, reference, and other related reference checks.

11.7.3 To authenticate the client.

11.7.4 To provide the client with information which TCTA believes may be of interest to the client, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

11.7.5 Supplier and Third-Party Contractor/Service Provider Information

- a) To secure the products and services of the supplier/service provider or contractor as part of TCTA's product and service offering.
- b) To manage the TCTA supply chain and relationship with the supplier and/or contractor for any purposes required by law by virtue of the relationship between the supplier and TCTA.
- c) To render services relating to the administration of supplier supplier/service provider or contractor accounts.
- d) To provide the supplier/service provider or contractor with information which TCTA believes may be of interest, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

11.7.6 Sources of Personal Information

- a) Personal information may be collected from the following sources:
- b) Directly from the person when he/she applies for any TCTA related employment, provide services to TCTA, submit forms requests or transactions, use our websites, or make use of any of the TCTA services.
- c) From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.
- d) From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.

11.7.7 The Storage of Personal Information

- a) All personal information collected by TCTA will be stored as follows:
- b) In a secure and safe manner according to strict information security principles with safeguards to ensure its privacy and confidentiality.
- c) For no longer than is necessary to achieve the purpose for which it was collected unless further retention is:
- d) Required by law or contractual obligation.
- e) Otherwise reasonably required by TCTA for lawful purposes related to its functions and activities.
- f) Retained further with the person's consent:
- g) After which the information will be de-identified and disposed of as per the TCTA Records policy.

11.7.8 Sharing of Personal Information

- a) Any information supplied to TCTA will be treated as confidential and TCTA will not disclose information unless legally permitted thereto. No information will be transferred to a Third Party without the explicit consent of the data subject unless legally obliged thereto. By providing the personal information, the data subject agrees that TCTA may transfer the information to the following people and organisation's in pursuit of the data processing purposes set out in our Policy on the Protection of Personal Information.
- b) To the divisions and departments in TCTA, including directors, employees, contractors, agents, auditors, legal and other professional advisors who are authorised to process this information.
- c) To financial and government organisation's who may request information from TCTA, in which case the data subject will be notified in advance; the provision of such information, including banks, governmental, judicial, regulatory and law enforcement bodies including the South African Revenue services and the National Credit Regulator.
- d) To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.
- e) To any person to whom TCTA cede, delegate, transfer or assign any of our rights or obligations pertaining to products and/or services provided to the person or contracts concluded with the person.
- f) To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.
- g) To any person or persons who may be permitted by applicable law or that you may consent to, including persons or entities who may request such information to evaluate the credit worthiness of the person.

11.7.9 Your Rights regarding your Personal Information

- a) A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:
- b) Right of access to and the right to rectify or update the personal information collected.
- c) The right to object at any time to the processing of the personal information in which event the consequences of the objection will be explained to the data subject.
- d) The right to request TCTA to no longer process the personal information of the data subject should the information not be required for further processing or by law.

11.7.10 General Conditions pertaining to Personal Information

TCTA accepts no liability whatsoever for any loss, damage (whether direct, indirect, special, or consequential) and/or expenses of any nature whatsoever which may arise because of, or which may be attributable directly or indirectly from information made available on this document, or actions or transaction resulting there from.

- 11.7.11 This disclaimer shall be read together with the TCTA terms and conditions also available on the TCTA website <https://www.tcta.co.za> .

11.8 Conflicts of Interest

- 11.8.1 Bidders are required to provide professional, objective and impartial advice/services and at all times and to hold the client's interest's paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.
- 11.8.2 Bidders may not be appointed for any bid that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the scope of work in the best interest of TCTA. The bidders appointment will be in the sole discretion of TCTA having considered the bidders connection to their earlier obligations to TCTA and shall be considered by Procurement on a case by case basis.
- 11.8.3 Without limitation on the generality of this rule, bidders should not be participating in the bid process and/or be appointed where the bidder:
- a) has been engaged by the accounting officer/authority to provide goods or works for a project and any of its affiliates, should be disqualified from providing consulting services for the same project.
 - b) Has been appointed to provide consulting services for the preparation or implementation of a project and any of its affiliates, should be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services as described below) for the same project, unless the various firms (consultants, contractors, or suppliers) are performing the contractor's obligations under a turnkey or design-and-build contract;
 - c) Bidders or any of their affiliates should not be hired for any assignment which, by its nature, may be in conflict with another assignment of that entity. As an example, bidders may be appointed to prepare an engineering design for an infrastructure project should not be engaged to prepare an independent environmental assessment for the same project, and bidders assisting a client in the privatization of public assets should not purchase, nor advise purchasers of such assets.
- 11.8.4 The limitation of participation shall not apply to bidders who are organs of state.

11.9 Right Not to Award

TCTA reserves the right, at its sole discretion, not to award to any of the Bidders or to cancel a Bid in line with regulation 13 of the Preferential Procurement Regulations, 2017:

- 11.9.1 Due to changed circumstances; there is no longer a need for the goods, or the services specified in the invitation;
- 11.9.2 Funds are no longer available to cover the total envisaged expenditure;
- 11.9.3 No acceptable Bid is received; or
- 11.9.4 There are material irregularities in the Bid process

11.10 Subcontracting after award

The successful bidder:

- 11.10.1 May only subcontract this scope of work no less than 6 (six) months after award;
- 11.10.2 May only subcontract with the prior written approval from the Contract Manager appointed by TCTA.
- 11.10.3 May only sub-contract more than 25% of the contract to a third party that has a B-BBEE status level that is more or equal to that of the successful bidder unless the third party is an EME capable of executing the contract.

11.11 Notification of Unsuccessful Bidders

If no correspondence or communication is received from TCTA within the validity period, the relevant Bid Submissions submitted will be deemed to be unsuccessful.

11.12 Prohibition of Bribery, Fraudulent and Corrupt Practices

- 11.12.1 No Bidders shall directly or indirectly commit, or attempt to commit, for the benefit of the Bidder or any other person, any of the following:
- 11.12.2 Influencing, or attempting to influence, any TCTA's employees or agents in respect of the award of a Bid or the outcome of the Bid process in relation to any contract for the provision of goods or services; and/or
- 11.12.3 Offering, or giving gratification to, and/or inducing, or attempting to induce, as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended from time to time, any of TCTA's employees or agents, in favour of or for the benefit of the Bidder and/or any other party; and/or

- 11.12.4 Bribing, or attempting to bribe, any TCTA's employees or agents in order to influence the outcome of a Bid process in favour of or for the benefit of the Bidder and/or any other party.
- 11.12.5 TCTA shall be entitled to disqualify any Bidder/s if it has reason to believe that any conduct relating to that set out in Condition 16.1 above has occurred.

11.13 Fronting

- 11.13.1 The TCTA supports the spirit of Broad-Based Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background TCTA condemns any form of fronting.
- 11.13.2 TCTA, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry / investigation, the onus will be on the Bidder to prove that fronting does not exist.
- 11.13.3 Failure to do so within a period of 14 days from the date of notification may invalidate the Bid/contract and may also result in the restriction of the Bidder, by National Treasury, to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder concerned.

11.14 Joint venture or consortium

- 11.14.1 TCTA encourages the formation of a joint venture or consortium as a condition for the award of a contract, in order to promote the participation of Black Owned Enterprises. In this case, the TCTA has both a moral obligation and a vested interest in ensuring that both the Black Owned Enterprises and its established joint venture or consortium partner are treated reasonably and equitably in terms of a sound, written agreement.
- 11.14.2 The members of a joint venture or consortium formed in response to transformation policies should share in at least the following aspects of the joint venture or consortium's activities in a meaningful and equitable manner:
- a) Control
 - b) Management
 - c) Operations
- 11.14.3 The joint venture or consortium agreement:
- a) Must clearly and comprehensively set out the contributions to be made by each member towards the activities of the joint venture or consortium in securing and executing the contract and should allocate monetary values to such contributions.
 - b) Must record the percentage participation by each member.

- c) Must provide for meaningful input by all members to the policy making and management activities of the joint venture or consortium;
- d) Must provide for the establishment of a management body for the joint venture or consortium;
- e) Must provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member;
- f) Must promote consensus between the members whilst ensuring that the activities of the joint venture or consortium will not be unduly hindered by failure to achieve it;
- g) Must provide for rapid, affordable and easy interim dispute resolution and for effective final dispute resolution, if required; and
- h) Must be sufficiently flexible to allow for joint venture or consortiums which differ in nature, objectives, inputs by members, management systems, etc;
- i) Must submit on annual basis consolidated BBBEE scorecard for the Joint Venture failure which TCTA will implement contractual remedies.

11.14.4 Right to review the joint venture or consortium agreement

TCTA reserves the right to review the joint venture or consortium agreement between the parties to ensure that the minimum conditions set out above are adhered to and that the Black Owned Enterprise partner is not disadvantaged by conditions of the resultant agreement.

11.14.5 Amendment of the joint venture or consortium agreement

The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Employer.

13. CONDITIONS OF CONTRACT

- 12.1 Once the successful bidder is issued with a Letter of Award, a pre-liminary contract will be deemed to have been concluded between TCTA and the successful Bidder, which contract will include the following documents:
- 12.2 The contents of this Request for Bid, including all annexures hereto and any additional requirements as may have been stipulated by TCTA;
- 12.3 The relevant Bid Submissions;
 - a) The letter of acceptance to the successful Bidder/s; and
 - b) Any correspondence between TCTA and the relevant Bidder/s including all additional documents submitted by the relevant Bidder/s and accepted by TCTA for clarification purposes; and

- c) The terms and conditions of any agreement/s proposed to be entered into by TCTA with the successful Bidder/s.
- 12.4 The Bidder will be deemed to have accepted the terms and conditions of an agreement and/or terms of reference attached to and issued with this Request for Bid. The terms and conditions of the attached agreement are non-negotiable
- 12.5 In the event that TCTA and the relevant Bidder are unable to reach consensus on the terms and/or conditions of the final written agreement, then TCTA reserves the right to cancel the award of the Bid, without liability of any nature, and to conclude an agreement with any other Bidder as may be necessary to meet TCTA's requirements.
- 12.6 Variations and Contract Price Adjustments
 - 12.6.1 No variations to the contract price or contract price adjustments will be accepted within 6 months from the date of award, unless otherwise stipulated in the Letter of Award.
 - 12.6.2 Notwithstanding the above, the increases to the contract value in terms of contract price adjustments (CPA), if expressly included as a condition in the Contract, shall be dealt with as follows:
 - 12.6.3 If the original award/contract made provision for the increase:
 - a) The Contract Manager must prepare a notice of increase based on CPA to the service provider,
 - b) Once the Contract Manager and the Procurement Specialist have signed the letter, the Procurement Specialist must issue the notice to the supplier;
 - c) Such a letter must be sent at least 2 weeks prior to the effective date of the increase;
 - 12.6.4 If the original award/legal agreement did not make provision for the increase:
 - a) The supplier must request the CPA increase in writing quoting the relevant contract name and PO Number and send the request to the Contract Manager;
 - b) The Contract Manager must prepare a requisition for the variation to the relevant Procurement Specialist;
 - c) The Procurement Specialist must together with the Contract Manager prepare a submission for variation of the contract;
 - d) The relevant authority must approve the submission and once done; the Procurement Specialist must request an addendum to the contract from the Legal Department;
 - e) Once an addendum has been prepared, the Contract Manager must ensure that both parties sign the addendum;
 - f) The original addendum must be provided to the Procurement Specialist for safekeeping and a copy can be emailed to the supplier notifying them of the increase.

- g) The Procurement Specialist must notify the Procurement Administrator to adjust the contract register accordingly within 48 hours of receiving the signed addendum.

12.7 Performance Management

11.14.6 This contract shall be subject to performance management in line with TCTA's Contract Management Policy and Procedure as amended from time to time. Failure to provide satisfactory goods or services may result in the bidder's blacklisting within TCTA or other organs of state.

11.14.7 If the final signed contract between the parties does not stipulate the number of times performance management meetings shall be held, they must be held as outlined below.

More than 3 years	at least twice in 12 months
1 year to 3 years	at least twice in the contract's duration
6 months to 1 year	at least once in the contract's duration
Less than 6 months	optional

12.8 Communication

The successful bidder must forward all communication in respect to this contract to the Contract Manager stipulated in the Letter to Award.

12.9 Cession of Rights

12.9.1 The successful bidder may cede their rights to a third-party provided that:

- a) The cession does not take place less than 6 (six) months from the date of award;
- b) The third-party is registered on the CSD and its Tax affairs are compliant;
- c) The third-party has a BBBEE status level of contributor equal to or higher than that of the successful bidder;
- d) The parties prepare a draft a cession agreement that meets all the legal requirements on a template of their own choosing and at their own legal costs; and
- e) The cession agreement is submitted for vetting by TCTA prior to signature.

12.9.2 TCTA may reject the cession should it not meet the requirements set out above and provide reasons to the supplier.

12.10 Supplier Code of Conduct

12.10.1 All suppliers and their representatives shall conduct their business activities in full compliance with the applicable laws and regulations of the Republic of South Africa while conducting business with and/or on behalf of the TCTA. In addition to any specific obligations under the supplier's agreement with TCTA, all suppliers shall, without limitation:

- a) Comply with the anti-corruption laws of the Republic of South Africa and any other country in which it does business, including the Prevention and Combating of Corrupt Activities Act.
- b) Conduct business in full compliance with antitrust and fair competition laws within the Republic of South Africa.
- c) Comply with all applicable environmental laws and regulations regarding hazardous materials, air emissions, waste and wastewater discharges, including the manufacture, transportation, storage, disposal and release to the environment of such materials.
- d) Be honest, direct and truthful in discussions with regulatory agency representatives and government officials.

12.10.2 Suppliers and their representatives shall conduct their business interactions and activities with integrity and in accordance with their obligations under their specific agreements. In addition to those obligations, all our suppliers shall, without limitation:

- a) Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy.
- b) Create, retain and dispose of business records in full compliance with all applicable legal and regulatory requirements.
- c) Protect and responsibly use both the physical and intellectual assets of TCTA, including its property, data and equipment when authorized to use such assets.
- d) Use TCTA provided information technology and systems (including email) only for authorized business-related purposes. TCTA strictly prohibits suppliers and their representatives from using Company-provided technology and systems to create, access, store, print, solicit or send any material that is intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate and/or send any false, derogatory or malicious communications using provided information assets and systems.
- e) Comply with the intellectual property ownership rights of TCTA and others including but not limited to copyrights, patents, trademarks and trade secrets. Use software, hardware and content only in accordance with their associated license or terms of use.
- f) Speak to the press on TCTA's behalf only if supplier and/or representative is expressly authorized in writing to do so by TCTA.

12.10.3 TCTA expects its suppliers to share its commitment to human rights and equal opportunity in the workplace. TCTA suppliers shall conduct their employment practices in full compliance with all applicable laws and regulations, and shall, without limitation:

- a) Cooperate with TCTA's commitment to a workforce free of harassment and unlawful discrimination. We believe that supplier companies should not engage in discrimination in hiring, compensation, access to training, promotion, termination or retirement based on religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or any other category protected by applicable law.
- b) Comply in all respects with the Employment equity act, in line with TCTA's commitment to redress the racial makeup of the South African economy,
- c) Provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations and practices. Adequate steps shall be taken to minimize the causes of hazards inherent in the working environment. While on TCTA property, suppliers shall comply with all rules and regulations concerning the operation of the property and the interaction with other individuals with access to the property, whether TCTA, its clients, or other suppliers, employees or guests.
- d) Prohibit the use, possession, distribution and sale of illegal drugs while on TCTA owned, leased or managed property.
- e) Use only voluntary labour. The use of forced labour whether in the form of indentured labour, bonded labour, or prison labour by a Company supplier or its subcontractors is prohibited.
- f) Workers should not be required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice without penalty.
- g) Comply with all local minimum working age laws and requirements and not utilize child Employees shall not be under the legal minimum working age of the respective region or shall not be less than 16 years of age (whichever is higher). We only support the development of legitimate workplace apprenticeship programs for the educational benefit of younger people and will not do business with those who abuse such systems.
- h) Not engage in physical discipline or abuse. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is prohibited.
- i) Pay living wages under humane conditions. All workers shall be provided with clear, written information about their employment conditions with respect to wages before

they enter employment and as needed throughout their term of employment. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards.

- j) Not require workers to work more than the maximum hours of daily labour set by the Department of Labour; ensure that overtime is paid in accordance with applicable laws and
- k) Keep employee records in accordance with acts and prescripts issued by the Department of Labour.

12.10.4 TCTA expects its suppliers to share the same social responsibility of growing business in a sustainable fashion. At TCTA, we believe that environmental stewardship and local business development are of utmost importance, and we constantly seek new ways to fulfil our responsibilities to the environment.

12.10.5 Adopt an environmentally friendly policy and share our commitment to sustainability. Comply with all applicable environmental laws and regulations.

12.10.6 TCTA expects its suppliers to share its commitment to Broad Based Black Economic Empowerment and supplier diversity. TCTA suppliers shall implement supplier diversity programs that meet the requirements of the Broad Based Black Economic Empowerment Codes of Good Conduct. At all times the supplier undertakes to ensure that they are in possession of a valid BBBEE certificate.

12.10.7 TCTA will not tolerate any retribution or retaliation taken against any individual who has in good faith sought out advice or has reported questionable behaviour or a possible violation.

12.11 Payment Process

12.11.1 Monthly invoicing and payment of fees and disbursements will take place based on the actual services rendered, and payment of invoices shall be affected within 30 days from date of receipt.

12.11.2 Invoices must be submitted with supporting documents, where requested. No invoice shall be accepted for goods/services that are not received unless otherwise stipulated in the contract between the parties.

12.11.3 No payment shall be made unless the following information has been presented to TCTA to its satisfaction:

- a) VAT registration certificate, if the successful Bidder is a VAT vendor;

- b) Without deduction of PAYE and/or SITE, if the successful Bider is not registered for VAT; or
- c) Statement setting out details of services rendered, accompanying invoice.
- d) Statement of account detailing cumulative costs claimed from contract inception against the contract amount.

12.11.4 All invoices shall contain a Purchase Order number, TCTA and successful Bidder's VAT number, if registered for VAT, successful Bidder's name, date of invoice, amount due, services rendered, due date, and any other relevant details. TCTA's VAT number is 4360104923.

12.11.5 Payment will only be made against original invoices which complies with the requirements of the VAT Act. Failure to remit fully compliant invoice will result in late payment, without forfeiture of any settlement discounts that may be due to TCTA.

ANNEXURE A: COMPANY EXPERIENCE

Bidder Name	
PSIRA certification (Mandatory)	Yes / No
Number of years of experience in the security services industry	

Name of client	Service offers (please indicate)	No of Guards Employed per contract	Contract duration Period (From – To)	Contact person	Contact detail
	Specify; Guarding services, Armed response, etc				

SIGNATURE: NAME OF BIDDER.....

(of person authorised to sign on behalf of the Bidder)

ANNEXURE B: PERSONNEL EXPERIENCE: SECURITY MANAGER

Name			
Surname			
PSIRA certification (Mandatory)	Yes / No		
Number of years of experience as Security Manager:			
List the employment history, as a security supervisor / security manager, with contactable references			
Name of Employer	Contract period	Contactable references	
		Contact Person	Contact Details

SIGNATURE:

NAME OF BIDDER.....

(of person authorised to sign on behalf of the Bidder)

ANNEXURE C: CONTROL ROOM EVALUATION CHECKLIST

NO.	EVALUATION CRITERIA	YES	NO
1	Is the control room used for the purposes of security monitoring only?		
2	Is there a lease agreement or any other agreements in place for the use of the premises as a control room?		
3	Is the control room well ventilated or can the temperature be controlled?		
4	Is there a dedicated entrance to the control room?		
5	Alarm protection to the central station?		
6	Is there a CCTV system or other monitoring systems that has been installed to monitor the control room?		
7	Are there telephone lines or any other telecommunication systems installed in the control room for the use of communicating?		
8	Is there a dedicated power supply to the control room?		
9	Proof of signals received from alarms at protected premises?		
10	Digital telephone monitoring receiver or equivalent?		
11	Central control room equipment; Proof of monitoring system, monitors, screens, etc,		
12	Is there documented proof that the appropriate action is taken by the control room staff in the event of an alarm, signal, etc, is received from a site?		
13	Is there a hard copy printout, electronic or disc storage of alarm signals received?		
14	Is the primary monitoring system must be computer based?		
15	Is there infrastructure to monitor TCTA's CCTV system remotely		

ANNEXURE D: SBD 1 – REQUEST FOR BID

PART A: REQUEST FOR BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		1. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
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. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURE OR CONSORTIUMS / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN 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:

ANNEXURE E: SBD 4 – BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 the following 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?

2.3.1 If so, furnish the following particulars:

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

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.

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

ANNEXURE F: SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 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 ☐ NO ☐

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted
- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES ☐ NO ☐

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint venture or consortium / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p>

ANNEXURE G: REQUEST FOR A PIN CODE TO ACCESS TCTA PREMISES FOR SUBMISSION OF BID DOCUMENT.

BID NUMBER: 023/2022/EWSS/SECURITY/RFB

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF PHYSICAL SECURITY SERVICES FOR A PERIOD OF 60 MONTHS

CLOSING DATE: 29 NOVEMBER 2022

CLOSING TIME: 11:00AM

I hereby request for a pin code to access TCTA premises for the submission of the abovementioned bid.

NAME OF BIDDER SUBMITTING TENDER:

FULL NAME & SURNAME OF BIDDER'S REPRESENTATIVE:

ID NUMBER OF BIDDER'S REPRESENTATIVE:

SIGNATURE OF BIDDER'S AUTHORISED PERSON

DATE: