

REPUBLIC OF SOUTH AFRICA



EASTERN CAPE PROVINCE

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

APPOINTMENT OF A SERVICE PROVIDER FOR SECURITY SERVICES FOR THE PERIOD OF THREE (03) YEARS IN PORT ST JOHNS LOCAL OFFICES SITUATED IN PORT ST JOHNS LOCAL MUNICIPALITY: O.R TAMBO DISTRICT

BID No: SCMU8 - 24/25 - 0035

| | |
|---|-------------------------------|
| TENDERER: | |
| CSD NUMBER: | |
| LOGIS NUMBER: | |
| SPECIFIC GOALS: | |
| COMPULSORY BRIEFING MEETING | 13 AUGUST 2024 @ 10h00 |
| CLOSING DATE: | 26 AUGUST 2024 |
| CLOSING TIME: | 11:00 am |
| BID AMOUNT INCLUSIVE OF ALL APPLICABLE TAXES | R..... |

PREPARED BY:

SUPPLY CHAIN MANAGEMENT

DEPARTMENT OF RURAL DEVELOPMENT
AND AGRARIAN REFORM
PRIVATE BAG X 5002
MTHATHA
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CONTENTS

| <u>Section</u> | <u>Page</u> |
|--|--------------------|
| 1. Check list | 3 |
| 2. Bid Notice | 4 - 5 |
| 3. Bid Rules | 6 - 11 |
| 4. Specifications | 12 -13 |
| 5. Forms to be completed by the bidder | 14 -27 |
| 6. Forms to be signed after award of bid | 28 - 29 |

CHECK LIST

Please ensure that all the following documents have been submitted with your Bid / tender document. Failure to submit these documents could result in your quotation/bid being seen as unresponsive.

| Description | Done |
|---|------|
| <p><u>Tax Status Verification for Price Quotations and Competitive Bids</u></p> <p>Tax Compliance status and company directors of bidders will be verified on the CSD for all price quotations and competitive bids. Hard copies of Tax Certificate therefore no longer need to be attached in the bid. Tax status must remain Compliant for conducting business with state.</p> | |
| <p>All forms of verification documents are attached to qualify for preference points as per each specific goal.</p> | |
| <p>Joint Venture: In the case of a joint venture a Joint Venture Agreement or an Intention to form a Joint Venture Agreement must be attached</p> | |
| <p>This tender will be subject to the Government Procurement: General Conditions of Contract of July 2010</p> | |

Please ensure that all the following sections of the Quotation / Bid Document have been completed in full. Failure to comply will result in the Quotation / Bid being seen as unresponsive.

| Description | |
|--|--|
| <p>Section 3:</p> <p>1. Detailed quotation (show breakdowns)</p> | |
| <p>Section 4:</p> <p>1. Certificate of authority for signatory must be completed and signed in full.</p> <p>2. Schedule of work carried out by the bidder must be completed.</p> <p>3. Equity Ownership Declaration must be completed and signed in full.</p> <p>4. All SBD documents must be completed signed in full and witnessed, failure to do so will result in the quotation/bid being eliminated.</p> | |
| | |
| | |
| | |

ALL FORMS TO BE COMPLETED IN BLACK INK

NO CORRECTION FLUID TO BE USED IN THE DOCUMENT

CHANGES SHOULD BE MADE BY DRAWING A LINE THROUGH THE INCORRECT INFORMATION, AND INITIALING THE CHANGE

NO LATE QUOTATIONS / BIDS WILL BE ACCEPTED

BID NOTICE



DEPARTMENT OF RURAL DEVELOPMENT & AGRARIAN REFORM

| PROJECT NO. | PROJECT DESCRIPTION |
|-------------------|--|
| SCMU8-24/25- 0035 | APPOINTMENT OF A SERVICE PROVIDER FOR SECURITY SERVICES FOR THE PERIOD OF THREE (03) YEARS IN PORT ST HOHNS LOCAL OFFICES SITUATED IN PORT ST JOHNS LOCAL MUNICIPALITY: O.R TAMBO DISTRICT |

AVAILABILITY OF DOCUMENTS : **02 AUGUST 2024**
COMPULSORY BRIEFING SESSION : **13 AUGUST 2024 @ 10H00**
COMPULSORY BRIEFING VENUE
DRDAR, Boardroom 113,3rd Floor.
Botha Sigcau Building
Cnr Owen Street and Leeds Road
Mthatha

CLOSING DATE : **26 AUGUST 2024**

BID NOTICE

BIDS are hereby invited from suitable and qualified SERVICE PROVIDERS for **APPOINTMENT OF A SERVICE PROVIDER FOR SECURITY SERVICES FOR THE PERIOD OF THREE (03) YEARS IN PORT ST HOHNS LOCAL OFFICES SITUATED IN PORT ST JOHNS LOCAL MUNICIPALITY: O.R TAMBO DISTRICT.**

Documents will be available as from the **02 August 2024** from the offices of SCM — Acquisition Management Services, Office No 17, fourth floor, corner Leeds & Owen street. Bota Sigcau Building, Mthatha. The completed document and all supporting documentation must be placed in a sealed envelope clearly marked with the project number and description must be delivered to the tender box situated at;

DRDAR
FOYER,3RD FLOOR
BOTH SIGCAU BUILDING
C/N LEEDS& OWEN STREET
MTHATHA, 5099

By 11:00 am on 26 August 2024 when the BIDS will be opened in public.

Prospective service providers must take particular note of the following:-

1. Bids received will be evaluated according to 80/20-point system, were 80 points will be scored toward price and the remainder 20 points according to the specific goals as detailed under specification. **Kindly note that all documentation listed that must be submitted to qualify for the preference points for each specific goal must be attached. Failure to attach will result in no allocation of preference points.**
2. All prospective bidders not registered on the **CSD AND LOGIS** must do so before the closing date of the bid, as bids cannot be awarded to bidders not registered on the system.
3. Tax compliance and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate therefore no longer need to be attached in the bid
4. Failure to supply all supplementary information will result in the tender being deemed an incomplete tender and will be disqualified.
5. If specifications are not adhered to the Department of Rural Development and Agrarian Reform reserves the right to terminate the contract.
6. Bidders are to submit the supplier arrangement form in the event that bidder is a general dealer.
7. **Suppliers and Service Providers are to provide references to confirm previous delivery of similar nature were delivered satisfactorily in order for DRDAR to perform risk assessment.**
8. **The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.”**

9. **Bidders should note that this forms part of a batch of tenders included into the DRDAR security services in OR Tambo District; the employer reserves the right not to award more than TWO projects to be executed simultaneously within the OR Tambo District. The department as a procuring entity will conduct a risk assessment based on amounts and nature of the service for the final decision vs the bidder's capacity.**
10. Use of correction fluid will result in a bid being non responsive.
11. **MANDATORY DOCUMENTS TO BE ATTACHED**
- **Proof of registration with CIPC (CK)**
 - **A certified copy of the company registration certificate with PSIRA**
 - **A certified copy of the company directors' registration with PSIRA**
 - **Audit Inspection Report from PSIRA**
 - **Submit valid proof of Fire Arm License**
 - **Certified copies of identity documents of the company directors**
 - **A valid certified copy of a COID letter of good standing**
 - **Service Providers to submit proof of Public Liability insurance of at least R1 million rand and must be operative for the duration of the whole contract.**
 - **An organisational profile**
 - **Copies of employees' payslips and company payroll**
 - **A comprehensive project implementation plan**
 - **It is the bidder's responsibility to ensure guards salaries and benefits are paid according to approved PSIRA rates. Service providers quoting salaries below these rates will be passed over.**

The Department of Rural Development and Agrarian Reform will not entertain any late submissions. **Closing time is 11:00 on the 26 August 2024.**

All proposals shall hold good for 90 (ninety days) after bid closing date. The lowest or any bid will not necessarily be accepted. Electronic, telegraphic or facsimile bids will not be considered.

| | | | |
|-----|--|---|---|
| 10. | In terms of Preferential Procurement Regulation of 2022 the 80/20 preference point system is applicable. | | |
| 11. | The Department is targeting specific goals in accordance to the Supply Chain Management Policy 2023 with reference to the Preferential Procurement Regulations 2022 The tenderers must submit verification documentation in proof of the preferential points claimed on SDB 6.1, according to table below: | | |
| | N o | Specific Goals | Preference Points allocated out of the 20 |
| | 1 | An EME or QSE which is at least 51% owned by black people | 5 |
| | 2 | Located in the Province where the services will be rendered / item delivered. | 2 |
| | 3 | An EME or QSE which is at least 51% owned by women | 7 |
| | 4 | An EME or QSE which is at least 51% owned by youth (up to 35 years of age) | 4 |
| | | | Documentation to be submitted by bidders to validate their claim for points |
| | | | <ul style="list-style-type: none"> • ID Copy • CIPC (Company registration)' • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) |
| | | | <ul style="list-style-type: none"> • Municipal rates account OR • Letter from councilor confirming residence OR • Lease Agreement |
| | | | <ul style="list-style-type: none"> • ID Copy • CIPC (Company registration)' • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) |
| | | | <ul style="list-style-type: none"> • ID Copy • CIPC (Company registration)' • CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) |

BID RULES

Annexure: Standard Conditions of Tender

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer

together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment

of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

The Department is targeting specific goals in accordance to the Supply Chain Management Policy 2023 with reference to the Preferential Procurement Regulations 2022 The tenderers must submit verification documentation in proof of the preferential points claimed on SDB 6.1, according to table below:

| No | Specific Goals | Preference Points allocated out of the 20 | Documentation to be submitted by bidders to validate their claim for points |
|----|--|---|--|
| 1 | An EME or QSE which is at least 51% owned by black people | 5 | <ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) |
| 2 | Located in the Province where the services will be rendered/ item delivered. | 2 | <ul style="list-style-type: none"> Municipal rates account OR Letter from councilor confirming residence OR Lease Agreement |
| 3 | An EME or QSE which is at least 51% owned by women | 7 | <ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) |
| 4 | An EME or QSE which is at least 51% owned by youth (up to 35 years of age) | 4 | <ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) |
| 5 | An EME or QSE which is at least 51% owned by people with disability | 2 | <ul style="list-style-type: none"> ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) Medical certificate SASSA registration or confirmation of disability from a relevant authority. |

Bidders must submit documentation to proof preferential points claimed.

A trust, consortium or joint venture must obtain and submit documented proof for each party of such trust, consortium or joint venture.

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the advertised evaluation criteria utilizing either:

| | |
|--|--|
| Method 1: Financial offer | <ol style="list-style-type: none"> 1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so. |
| Method 2: Financial offer and preferences | <ol style="list-style-type: none"> 1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. |

| | |
|---|---|
| | 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. |
| Method 3: Financial offer and quality | <ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. |
| Method 4: Financial offer, quality and preferences | <ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. |

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

The points scored for the financial component will be calculated using the formula as set out in form ECBD 6.1 – PURCHASES, paragraph 5.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Accept the tender offer; if in the opinion of the employer, it does not present any risk to the department.

F.3.13.3 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted through same medium utilized for advert.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

FORMS TO BE COMPLETED BY THE BIDDER

THESE FORMS MUST BE COMPLETED USING **BLACK INK**

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the bid documents. All such schedules must be signed, and clearly marked as appendices to these relevant forms.

All ECBD documents must be completed, signed in full and witnessed, failure to do so may result in the quotation/bid being eliminated.

PART A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

Mr. /Ms, whose signature appears below, has been duly authorized

to sign all documents in connection with the Bid for **SCMU8 - 24/25 – 0035** and any Contract that

may arise there from on behalf of (name of Service Provider in block capitals)

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

PART B: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Bid 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.

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|--------------|---------|---|
| Lead partner | | Signature. Name Designation |
| | | Signature. Name Designation |
| | | Signature. Name Designation |
| | | Signature. Name Designation |

ATTACH SERVICE LEVEL AGREEMENT BETWEEN JOINT VENTURE PARTIES TO NEXT PAGE. "FAILURE TO SUBMIT JOINT VENTURE AGREEMENT AS PART OF THE COMPLETION OF THE BID WILL RESULT IN YOUR BID BEING REJECTED."

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

| | | | | | |
|-------------|----------------------|---------------|----------------|---------------|-------|
| BID NUMBER: | SCMU8 - 24/25 - 0035 | CLOSING DATE: | 26 AUGUST 2024 | CLOSING TIME: | 11:00 |
|-------------|----------------------|---------------|----------------|---------------|-------|

| | |
|-------------|---|
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER FOR SECURITY SERVICES FOR THE PERIOD OF THREE (03) YEARS IN PORT ST HOHNS LOCAL OFFICES SITUATED IN PORT ST JOHNS LOCAL MUNICIPALITY: O.R TAMBO DISTRICT. |
|-------------|---|

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT;

DRDAR, FOYER 3RD FLOOR

BOTHA SIGCAU BLD C/N OWEN & LEEDS STREET

MTHATHA

5099

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: |
|--|---|
|--|---|

| | | | |
|----------------|-----------------|----------------|---------------|
| CONTACT PERSON | MS. N. FUTSHANE | CONTACT PERSON | MS. N. NDITHA |
|----------------|-----------------|----------------|---------------|

| | | | |
|------------------|----------------|------------------|--------------|
| TELEPHONE NUMBER | (081) 035 0379 | TELEPHONE NUMBER | 083 384 0229 |
|------------------|----------------|------------------|--------------|

| | | | |
|------------------|---|------------------|---|
| FACSIMILE NUMBER | - | FACSIMILE NUMBER | - |
|------------------|---|------------------|---|

| | | | |
|----------------|------------------------------|----------------|-------------------------------|
| E-MAIL ADDRESS | Nosive.futshane@drdar.gov.za | E-MAIL ADDRESS | nondumiso.nditha@drdar.gov.za |
|----------------|------------------------------|----------------|-------------------------------|

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

| | | |
|------------------|------|--------|
| TELEPHONE NUMBER | CODE | NUMBER |
|------------------|------|--------|

CELLPHONE NUMBER

| | | |
|------------------|------|--------|
| FACSIMILE NUMBER | CODE | NUMBER |
|------------------|------|--------|

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

| | | | | |
|----------------------------|----------------------------|-----------|-------------------------------|------|
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
|----------------------------|----------------------------|-----------|-------------------------------|------|

| | | | |
|------------------------|--|---|---|
| SPECIFIC GOALS CLAIMED | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | ALL SUPPORTING DOCUMENTATION FOR THE GOALS CLAIMED ATTACHED | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No |
|------------------------|--|---|---|

[ALL DOCUMENTATION REQUIRED FOR THE CLAIM OF PREFERENCE POINTS AS PER THE SPECIFIC GOALS DETAILED IN THE EVALUATION CRITERIA.]

| | |
|--|--|
| <p>1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p> | <p>1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER PART B:3]</p> |
|--|--|

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? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

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 2010 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 WITH NON-COMPLIANT TAX STATUS AT DATE OF CLOSING OF BID/ QUOTATION WILL BE NOTIFIED AND GRANTED 7 WORKING DAYS TO RECTIFY THE STATUS.
- 2.3 SHOULD THE STATUS REMAIN NON-COMPLIANT AFTER 7 WORKING DAYS THE BID WILL BE DEEMED NONRESPONSIVE WITHOUT FURTHER COMMUNICATION TO THE BIDDER.
- 2.4 FOR BIDDERS WHO ARE NONVAT VENDORS, ALL BID OFFERS ABOVE R 1 MILLION **MUST** INCORPORATE VAT. SHOULD A BID ABOVE R 1M BE AWARDED TO NONVAT VENDOR THE BIDDER WILL BE REQUIRED TO REGISTER FOR VAT PRIOR TO SIGNING OF CONTRACT.
- 2.5 WHERE BIDDER TENDERED ABOVE R 1 MILLION AND NOT INCLUDED VAT THE TENDERED AMOUNT WILL NOT BE LATER ADJUSTED TO INCLUDE VAT.
- 2.6 THE COMPLIANT TAX STATUS REQUIREMENTS ARE ALSO APPLICABLE TO FOREIGN BIDDERS WHO WISH TO SUBMIT A TENDER OFFER.
- 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:



| | |
|--|--|
| Contractor/Service Provider/Supplier: | |
| Bid/Quotation No.: | SCMU8-24/25-0035 |
| Project Description: | APPOINTMENT OF A SERVICE PROVIDER FOR SECURITY SERVICES FOR THE PERIOD OF THREE (03) YEARS IN PORT ST HOHNS LOCAL OFFICES SITUATED IN PORT ST JOHNS LOCAL MUNICIPALITY: O.R TAMBO DISTRICT |
| Duration of Contract: | Three (03) YEARS |
| Contract Value: | |

CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA)

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution. By signing this form, you consent to your personal information to be processed by the Department of Rural Development and Agrarian Reform (DRDAR) and consent is effective immediately and will remain effective until such consent is withdrawn.

- I a natural person "herein referred to as the Data Subject" with ID No..... hereby give my consent to the DRDAR "herein referred to as the Responsible Party" to collect, process and distribute my personal information where DRDAR is legally required to do so.
- I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
- I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to DRDAR sharing my personal information strictly for reporting purposes.
- I understand that, should I refuse to provide DRDAR with the required consent and/ or information, the DRDAR will be unable to assist me.
- I declare that all my personal information supplied to DRDAR is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise DRDAR of any changes to my Personal Information should any of these details change.
- I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the responsible party is no longer authorized to retain it.

Signed at..... On this day of20...

.....
Signature of data subject/ designated person

.....
Name & Surname/Departmental Responsible Party

.....
Signature

.....
Date

TERMS OF REFERENCE FOR SECURITY SERVICES

BACKGROUND

The Department of Rural Development and Agrarian Reform seeks the services of the suitably qualified and experienced security company to render security services at various DRDAR offices for a period of 36 months. The security company should have fully functional office within the Local Municipality.

The employer reserves the right not to award more than two contracts, to be executed simultaneously, to a single service provider.

It is the bidder's responsibility to ensure guards salaries and benefits are paid according to approved PSIRA rates. Service providers quoting salaries below these rates will be passed over.

SCOPE OF WORK

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
- Access control
- Screening or scanning of personnel, visitors and vehicles
- Assets safeguarding and monitoring
- Personnel and members of the public escorted where required
- Protection to buildings within premises and general crime prevention measures that will be agreed upon
- Ensure that lights are switched off, doors and windows on the premises are closed and secured after hours
- Assist during emergency preparedness exercises and real emergency.

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 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 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

SECURITY OFFICERS / GUARDS

- Unarmed **Grade C** security officers / guards
- Dress code – company uniform with name tag.
- Communication – communication device (2-way radios) to be supplied by company.
- Handcuffs
- Carry batons.
- Pepper Spray
- Reflector Vest
- Whistle Blowers
- Night shift security officers / guards to carry torch (Maglite ML 3001 cell led 3rd Gen 524 lum black clam)
- 04 Check points to be installed & be Monitored timeously in adherence to the following description
 - GMU GSM-GPRS
 - GMU Points
 - Remote/Panic Buttons

DAY TIME SHIFT

- One (1) security officer / guard (1 male or 1 female) from 06h00 to 18h00 Monday to Sunday, including public holidays.

| Post | Grade | Number of officer(s) |
|--|--------------|-----------------------------|
| Port St Johns Local Offices | C | 01-Unarmed guard |
| Total number of day shift security officers | | 01 |

NIGHT TIME SHIFT

- Two (2) security officers / guards from 18h00 to 06h00 Monday to Sunday, including public holidays.

| Post | Grade | Number of officer(s) |
|--|--------------|-----------------------------|
| Port St Johns Local Offices | C | 01-Un-armed guard |
| Port St Johns Local Offices | C | 01-Armed guard |
| Total number of night shift security officers | | 02 |

DUTIES / RESPONSIBILITIES

- Unlock pedestrian / vehicle gate at 06h00 from Monday to Friday, excluding public holidays.
- Lock pedestrian / vehicle gate at 18h00 from Monday to Friday
- Keep watch over and control access to and from the yard.
- Keep watch over vehicles parked in the yard.
- Patrol premises at regular intervals.
- Check that all office blocks are locked, windows closed and lights switched off by 18h00 Monday to Friday and report inconsistencies to designated officials when necessary.
- Keep a attendance register of officials using offices/premises beyond 18:00 – 06:00 every day including public holidays
- Not allow hawkers onto the premises
- Refer all deliveries to stores.
- Keep visitors'/officials register and occurrence with information as required by the department

AD HOC BASIS FOR EMERGENCY RAPID RESPONSE

- The service provider is required have an available team to respond on emergency rapid response on an ad hoc basis for emergency.
- A successful bidder will be required to be ready for a security emergency.

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 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 the offices must have valid PSIRA certificates and display valid PSIRA cards when on duty
- The company to render services at DRDAR OR Tambo District Offices must provide a backup communication system to be used during emergency for direct contact with their base station (e.g. cellphone, radio, etc)

MANDATORY DOCUMENTS TO BE ATTACHED

- A certified copy of the company registration certificate with PSIRA
- A certified copy of the company directors' registration with PSIRA
- Service Providers to submit proof of Public Liability insurance of at least **R1 million** rand and must be operative for the duration of the whole contract.
- An organisational profile
- Proof of registration with CIPC (CK)
- Certified copies of identity documents of the company directors
- Audit Inspection Report from PSIRA
- A valid certified copy of a COID letter of good standing
- Copies of employees' payslips and company payroll
- A comprehensive project implementation plan
- Basic salary of a security guard must be paid according to PSIRA rates

SERVICE CONTRACT

- Contract will be valid for a period of 36 months
- Contract Agreement and SLA to be signed after award of contract and before commencement of work

REGISTRATION

- Prospective bidders must be registered as follows: -
 - i. PSIRA - Private Security Industry Regulatory Authority (proof of registration of both company and directors must be submitted with the bid
 - ii. CSD

PAYMENT

- Payment for the security service will be made on a monthly basis on receipt of an invoice for services rendered

EVALUATION METHODOLOGY

The evaluation of the bids will be done in a two-stage process. Bidders who do not meet the Stage 1 (Administrative Compliance Requirements (completion or attachment of Compulsory documents), of the evaluation shall not be considered for Stage 2 evaluation (Price and Specific goals).

Stage 1 (Administrative compliance and Functionality)

Part A: Administrative Pre-Qualification Compliance Documents

- A certified copy of the company registration certificate with PSIRA
- A certified copy of the company directors' registration with PSIRA
- Service Providers to submit proof of Public Liability insurance of at least **R1 million** rand and must be operative for the duration of the whole contract.
- An organisational profile
- Proof of registration with CIPC (CK)
- Audit Inspection Report from PSIRA
- A valid certified copy of a COID letter of good standing
- Copies of employees' payslips and company payroll
- A comprehensive project implementation plan
- Basic salary of a security guard must be paid according to PSIRA rates

Bids that do not comply with the above administrative compliance criteria, and or fail to adhere to the requirements may be disqualified and will not be considered for evaluation on functionality criteria.

Part 2: Technical/ Functionality Evaluation (70%) threshold

Technical evaluation, the first stage will be the evaluation of bids on functionality and **during this stage bids that do not meet the minimum threshold of 70 % on the functionality score will be disqualified, and will not be considered for the second stage of evaluation i.e. price and specific goals**

Proposals received will be evaluated for functionality to determine if prospective supplier does meet the minimum requirements as stated in the specification or terms of reference and must score a minimum of 70 points. Responses received that fail to score the minimum points on functionality will be eliminated and not considered further.

EVALUATION CRITERIA:

| EVALUATION CRITERIA | POINTS ALLOCATED |
|--|-------------------------|
| <p>Experience as a security company Bidders must submit a written and signed testimonials with contactable references of completed security guarding projects, clearly indicating start date and end date on the contract, with contract value. (Appointment letters, SLA and purchase orders will not be accepted for point scoring in the functionality).</p> <ul style="list-style-type: none"> ✓ 8 projects and above = 40 ✓ 5 - 7 projects = 30 ✓ 1 - 4 projects = 20 | 40 points |
| <p>Financial Capacity Proof of funds to execute the contract (a letter of an active credit facility from a financing institution or proof of sufficient funds in the form of a bank statement) Not Older than 3 months for either type of proof</p> <ul style="list-style-type: none"> ✓ R1.m and above = 30 points. ✓ R600 000 up to R 999 999 = 20 points ✓ R 500 000 up to R 599 999 = 10 points | 30 points |
| <p>Locality of the service provider – (As per preferred address in the CSD Registration Report and attached proof of address)</p> <ul style="list-style-type: none"> ✓ Local Municipality = 30 ✓ District Municipality = 20 ✓ Province = 10 ✓ Outside Province=5 | 30 points |

PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO FUEL PRICE FLUCTUATIONS) WILL NOT BE CONSIDERED

NAME OF BIDDER:

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

DRDAR is seeking services from suitable service providers for **APPOINTMENT OF A SERVICE PROVIDER FOR SECURITY SERVICES FOR THE PERIOD OF THREE (03) YEARS IN PORT ST HOHNS LOCAL OFFICES SITUATED IN PORT ST JOHNS LOCAL MUNICIPALITY: O.R TAMBO DISTRICT**

AMOUNT OFFERED YEAR ONE R.....

AMOUNT OFFERED YEAR TWO R.....

AMOUNT OFFERED YEAR THREE R.....

TOTAL AMOUNT OF BID R.....

AMOUNT IN WORDS:

SIGNATURE OF BIDDER:

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

DATE:

PRICE BREAKDOWN FOR YEAR 1

| | |
|---|--------------------|
| Basic salary per Guard | R |
| Overtime x 1 ½ | 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 costs or allowance/s | R |
| Total monthly cost per guard (all inclusive) | R |
| Total cost for number of guards (3) offered per month | R |
| Overheads (including profit) per month | R |
| * TOTAL BID PRICE | R / MONTH |
| * VAT 15% | R / MONTH |
| * TOTAL BID PRICE (INCLUSIVE OF VAT) | 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.

NB: If the bid is above R1 million, it must be inclusive of VAT. Irrespective of bidder's status of VAT registration at the stage of bidding, it should be noted that if the bid price is above R1 million, the bidder should charge DRDAR contribution inclusive of VAT.

Signature of bidder:

PRICE BREAKDOWN FOR YEAR 2

| | |
|---|--------------------|
| Basic salary per Guard | R |
| Overtime x 1 ½ | 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 costs or allowance/s | R |
| Total monthly cost per guard (all inclusive) | R |
| Total cost for number of guards (3) offered per month | R |
| Overheads (including profit) per month | R |
| * TOTAL BID PRICE | R / MONTH |
| * VAT 15% | R / MONTH |
| * TOTAL BID PRICE (INCLUSIVE OF VAT) | 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.

NB: If the bid is above R1 million, it must be inclusive of VAT. Irrespective of bidder's status of VAT registration at the stage of bidding, it should be noted that if the bid price is above R1 million, the bidder should charge DRDAR contribution inclusive of VAT.

Signature of bidder:

PRICE BREAKDOWN FOR YEAR 3

| | |
|---|-------------------|
| Basic salary per Guard | R |
| Overtime x 1 ½ | 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 costs or allowance/s | R |
| Total monthly cost per guard (all inclusive) | R |
| Total cost for number of guards (3) offered per month | R |
| Overheads (including profit) per month | R |
| * TOTAL BID PRICE | R / MONTH |
| * VAT 15% | R / MONTH |
| * TOTAL BID PRICE (INCLUSIVE OF VAT) | 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.

NB: If the bid is above R1 million, it must be inclusive of VAT. Irrespective of bidder's status of VAT registration at the stage of bidding, it should be noted that if the bid price is above R1 million, the bidder should charge DRDAR contribution inclusive of VAT.

Signature of bidder:

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 |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
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| | | |
| | | |

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**

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.

2.3.1 If so, furnish particulars:
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|---------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

| The specific goals allocated points in terms of this tender | Documentation to be submitted by bidders to validate their claim for points | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|--|--|--|--|
| An EME or QSE which is at least 51% owned by black people | ID Copy CIPC (Company registration)' CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) | N/A | 5 | N/A | |
| Located in the District Municipality where the services will be rendered/ item delivered. | Municipal rates account OR Letter from councilor confirming residence OR Lease Agreement | N/A | 2 | N/A | |
| An EME or QSE which is at least 51% owned by women | ID Copy CIPC (Company registration)' CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) | N/A | 7 | N/A | |
| An EME or QSE which is at least 51% owned by youth (up to 35 years of age) | ID Copy CIPC (Company registration)' CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) | N/A | 4 | N/A | |

| | | | | | |
|---|--|------------|-----------|------------|--|
| An EME or QSE which is at least 51% owned by people with disability | ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) Medical certificate SASSA registration or confirmation of disability from a relevant authority. | N/A | 2 | N/A | |
| Total Points | N/A | N/A | 20 | N/A | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SCHEDULE OF PREVIOUS WORK CARRIED OUT BY THE BIDDER

Suppliers and Service Providers are to provide references to confirm pervious goods or services contracts of a similar nature were completed satisfactorily. Failure to complete this page may result in your bid being eliminated.

| YEAR COMPLETED | | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|--|
| VALUE OF WORK | | | | | | | | | | |
| NATURE OF WORK | | | | | | | | | | |
| CONTACT PERSON (NAME & TEL NO) | | | | | | | | | | |
| EMPLOYER (NAME & TEL NO) | | | | | | | | | | |

SIGNED ON BEHALF OF THE BIDDER:

AGREEMENT FORMS TO BE COMPLETED AFTER AWARD OF THE BID

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2).

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of 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;
 - Bid Document;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Special Conditions of Contract (if applicable);
 - (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 goods and/or works 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. | |

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
2. Accept your bid under reference numberdated.....for Supply of goods/works indicated hereunder and/or further specified in the annexure(s).
3. An official order indicating delivery instructions is forthcoming.
4. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of a valid invoice accompanied by the delivery note.

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | 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.