

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HOME AFFAIRS					
BID NUMBER:	DHA16-2021	CLOSING DATE:	19 NOVEMBER 2021	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF PHYSICAL SECURITY GUARDING SERVICES IN THE WESTERN CAPE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Home Affairs,					
56 Barrack Street,					
Faircape Building 4 th floor					
Cape Town					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nico Masango/Marcus Padayachee		CONTACT PERSON	Sulleiman Hancock	
TELEPHONE NUMBER	(012) 406 2789/021 488 1481		TELEPHONE NUMBER	(012) 406 4336	
E-MAIL ADDRESS	Nico.masango@dha.gov.za /Marcus.padayachee@dha.gov.za		E-MAIL ADDRESS	sulleiman.hancock@dha.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

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

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

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

I INSTRUCTIONS TO BIDDERS

A THE TENDER DOCUMENTS

Rules for Bidding

- 1.1. The Department is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- 1.2. The Department reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the Department decide not to proceed with the tender.
- 1.3. The Department also reserves the right to appoint any other person to undertake any part of the tasks.
- 1.4. The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. The Department will enter into a single contract with a single entity for the delivery of the work set out in these tender documents.
- 1.5. The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 1.6. All South African firms submitting bids as part of a consortium or joint venture must submit a valid original tax clearance certificates.
- 1.7. Foreign firms providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.
- 1.8. The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.
- 1.9. Firms may ask for clarification on these tender documents or any part thereof up to close of business 1 week before the deadline for the submission of the bids.
- 1.10. The Department reserves the right to return late bid submission unopened.
- 1.11. Firms may not contact the Department on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 1.12. Should the contract between the Department and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.
- 1.13.

Conditions of the Tender

- 1.14. The General Conditions of contract, as attached will apply.
- 1.15. The Department will become the owner of all information, documents, programmes, advice and reports collected and compiled by the service provider in the execution of this tender.
- 1.16. The copyright of all documents, programmes, and reports compiled by the service provider will vest in the Department and may not be reproduced or distributed or made available in any other way without the written consent of the Department.
- 1.17. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Department.
- 1.18. Bidders shall undertake to limit the number of copies of this document and destroy them in the event of their failure to secure the contract.
- 1.19. The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of the Department.

Cost of Bidding

- 1.20. The Bidder shall bear all costs associated with the preparation and submission of its bid and the Department, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

Content of Tender Documents

- 1.21. The services required, tender procedures and contract terms are prescribed in the tender documents, which include:
 - i. Instruction to Bidders;
 - ii. Technical Bid;
 - iii. Terms of Reference;
 - iv. Evaluation Criterion;
 - v. Financial Bid;
- 1.22. The Bidder is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a bid not responsive to the tender documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

Clarification of Tender Documents

- 1.23. The Department will respond in email to any request for clarification of the tender documents which it receives no later than 1 week prior to the deadline for submission of bids prescribed by the Department.
- 1.24. **Bidders are invited to a non-compulsory virtual (Microsoft Teams) briefing session that will be held as follows:**

- **DHA16-2021**
- **Date and time:** Friday, 05 November 2021 at 10h00.

Interested bidders must submit an email requesting the link to the virtual meeting on or before Wednesday, 03 November 2021.

Amendment of Tender Documents

- 1.25. At any time prior to the deadline for submission of bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.
- 1.26. All prospective bidders who have received the tender document will be notified of the amendment in writing or by fax, and same will be binding on them.
- 1.27. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Department, at their discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

Language of Bid

- 1.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Department shall be written in English.

Documents Constituting the Bid

- 1.2. The bid prepared by the Bidder shall comprise the following components:
 1. **Technical Bid, including:**
 - i. Invitation to Bid (SBD 1)
 - ii. Original Tax Clearance Certificate
 - iii. Declaration of Interests(SBD4)
 - iv. Preferential Points Claim Forms (SBD 6.1)
 - v. Declaration of past Supply Chain Management practices (SBD8)
 - vi. Certificate of independent bid determination (SBD9)
 - vii. General Conditions of contract
 - viii. Completed Technical Specification Document
 2. **Financial Bid, comprising:**
 - i. Price Schedule – Professional services (SBD 3.3)

Bid Prices

- 1.3. Prices indicated on the Price Schedule shall be the total price of services including, where applicable:
 1. All duties and other taxes;
 2. The price of transportation, insurance and other costs incidental to delivery of the services to their final destination;
 3. The price of any other incidental services required in terms of the tender deliverables;
- 1.4. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.
- 1.5. A bid submitted with a variable price quotation will be treated as non-responsive and rejected.
- 1.6. Prices shall be quoted in South African Rands.
- 1.7. The Department has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract.

Period of Validity of Bids

- 1.8. Bids shall remain valid for 90 days after the closing date of bid prescribed by the Department. A bid valid for a shorter period shall be rejected by the Department as non-responsive.
- 1.9. In exceptional circumstances, the Department may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

Format and Signing of Bid

- 1.10. The Bidder shall prepare one copy of the Technical Bid and Financial Bid separately, clearly marking each "Technical Bid" and "Financial Bid", as appropriate. **Apart from hard copies, a copy should also be provided on CD or USB.**
- 1.11. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 1.12. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

Sealing and Marking of Bids

- 1.13. The original of the Technical Bid shall be placed in a sealed envelope clearly marked Technical Bid and original and of the Financial Bid shall be placed in a sealed envelope clearly marked Financial Bid and warning "Do not open with Technical Bid". All the inner envelopes shall then be placed into an outer envelope. The inner and outer envelopes shall be addressed to the following address:

Department of Home Affairs
56 Barrack Street
Faircape Building 4th Floor
Cape Town

- 1.14. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late.
- 1.15. If the outer envelope is not sealed and marked as required by the clause, the Department will assume no responsibility for the bid's misplacement or premature opening.
- 1.16. Emailed or faxed bids will not be accepted.**

Closing Date of Bids

- 1.17. Bids (Technical and Financial) must be received by the Department at the address specified under clause 1.13 above. In the event of the specified date for the submission of Bids being declared a holiday for the Department, the Bids will be received up to the appointed time on the next working day.
- 1.18. The Department may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Department and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids

- 1.19. Any bid received by the Department after the deadline for submission of bids prescribed by the Department, will be rejected and/or returned unopened to the Bidder.

Modification and Withdrawal of Bids

- 1.20. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Department prior to the deadline prescribed for submission of bids.
- 1.21. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 6. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 1.22. No bid may be modified subsequent to the deadline for submission of bids.
- 1.23. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the Invitation to Bid form.

C. EVALUATION OF BIDS

Clarification of Bids

- 1.1. During evaluation of bids, the Department may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

Preliminary Examination

- 1.2. The Department will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract and Technical Specifications and whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 1.3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid may be rejected.
- 1.4. If a bid is not responsive and not fulfilling all the conditions of the Contract and not meeting Technical Specifications, it will be rejected by the Department and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Evaluation and Comparison of Bids

- 1.5. The Department will evaluate and compare the financial bids only of those Bidders whose Technical Bid has been accepted by the Department.
- 1.6. The Department's evaluation of a financial bid will take into account information to be provided on the SBD 3.3.

Contacting the Department

- 1.7. Subject to clause 1.1 above, no Bidder shall contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Department, it should do so in writing.
- 1.8. Any effort by a Bidder to influence the Department in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

D. AWARD OF CONTRACT

Post qualification

- 1.1. The Department will determine to its satisfaction whether the Bidder that is selected as having submitted the highest evaluated responsive bid meets the criteria specified in these documents, and is qualified to perform the contract satisfactorily.

- 1.2. The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the bidder, as well as such other information as the Department deems necessary and appropriate.
- 1.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Department will proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

Department's right to vary Quantities at Time of Award

- 1.4. The Department reserves the right at the time of Contract award to increase or decrease the quantity of the services originally specified in the Terms of Reference without any change in unit price or other terms and conditions.

Department's right to accept or reject any or all Bids

- 1.5. The Department reserves the right to:
 1. Accept or reject all or individual items of this bid;
 2. Accept one or more bids submissions reject individual items;
 3. Request clarification or further information regarding any item in the Proposal;
 4. Request further information from any bidder after the closing date;
 5. Accept a bid that may not reflect the lowest pricing;
 6. Consider any bid that may not conform to any aspect of this bid;
 7. Annul the tender process and reject all bids at any time prior to contract award;
 8. Consider such alternate services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise;
 9. Award the contract or any part thereof to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.

Notification of Award

- 1.6. Prior to the expiration of the period of bid validity, the Department will notify the successful bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 1.7. The notification of award will constitute the formation of the Contract.

Signing of Contract

- 1.8. At the same time as the Department notifies the successful bidder that its bid has been accepted, the Department will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 1.9. Within 2 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract Form and return it to the Department.

Termination of Service

- 1.10. In case of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of service, the stipulation of the General Conditions of Contract and the Special Conditions of Contract, shall be applicable.

- 1.11. Should the Department, after a reasonable period of notice, of not less than seven days, in writing, depending upon the circumstances, call upon the service provider to comply with any of the conditions and should he/she fail to do so, the Department shall, without prejudice to any of its rights be entitled to cancel the contract, and to claim from the service provider any damage or loss that might have been suffered, including any additional expense incurred by it having either to invite fresh bids or to accept any less favourable bid.

Unsatisfactory Performance

- 1.12. Failure to comply with the conditions of the contract, the Department shall be entitled, without prejudice to its other rights, to cancel the contract in terms of the General Conditions of Contract. Delays beyond time limits and timeframes agreed upon between the parties. Failure to meet the performance standards indicated in the contract

Assignment

- 1.13. The contractor shall not, without prior written authority of the Department, cede, assign or transfer its rights or obligations in respect of this contract or any part thereof or any share of interests herein, directly or indirectly, to any person, firm or organization whatsoever.



home affairs

Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

DHA16-2021

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF PHYSICAL SECURITY GUARDING SERVICES IN THE WESTERN CAPE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CLOSING DATE AND TIME OF BID:

19 November 2021 at 11h00

Bidders are invited to a non-compulsory virtual (Microsoft Teams) briefing session that will be held as follows:

Date and time: Friday, 05 November 2021 at 10h00.

Interested bidders must submit an email requesting the link to the virtual meeting on or before Wednesday, 03 November 2021

BID VALIDITY PERIOD: 90 DAYS

**Department of Home Affairs
Supply Chain Management**

TERMS OF REFERENCE

OBJECTIVE

1. The objective (aim) of this bid is to invite bids from suitable service providers for the provisioning of the physical security guarding services in Western Cape Home Affairs offices for period of thirty-six (36) months and renewable for another period not exceeding twenty-four (24) months subject to satisfactory performance and availability of funds.

BACKGROUND

2. The Department of Home Affairs (DHA) is, in view of the nature of its mandate, vision and mission, exposed to security risks, threats and vulnerabilities. These contingencies and vulnerabilities on the premises or offices of the DHA necessitate a security structure responsible for safeguarding of human lives (staff, clients, visitors and service providers), property, DHA assets, personal belongings and information.
3. It is therefore essential that the Department enlists the services of reputable, experienced, and well-resourced service providers to provide Physical Guarding and Security Incident Management services to the Department which entails access control, guarding of premises, patrolling of premises, protection of personnel, protection of property, protection of DHA assets, protection of visitors, protection of information, event security management, and execute other security functions including ad-hoc duties as required by the Security Services Manager at the DHA.

SCOPE AND EXTENT OF THE TENDER

4. The bid will be advertised for Western Cape province physical security guarding.
5. This service entails the provisioning of security officials with the supervision necessary for the proper, efficient and economic performance of the Security Services and shall ensure that such performance is carried out in such a way that it will enable the Department to promote its counter-corruption efforts, and secure its assets, infrastructure, information, documents, employees and all the Client's authorised third parties within the Sites, third party property and information, details of which the Service Provider has full knowledge.
6. The Department also has a right to increase or decrease the number of sites/offices in which services are or might be required. The department also has a right to increase or decrease the number of number of security guards required for each sites/offices.
7. The service provider shall maintain the same rates as quoted should DHA decide to increase or decrease offices/sites or request for services for Saturdays/Sundays/Public Holidays or request services of additional guards.
8. The Department may from time to time and in writing require ad hoc service(s) from the Service Provider under the same terms and conditions of this Agreement and where applicable in terms of the Individual Agreements. The service provider shall maintain the same rates as quoted.
9. The functions rea to be performed as per General Scope of Work attached Annexure A.

SPECIAL CONDITIONS OF CONTRACT

10. To achieve the above the successful bidder will be required to meet the following requirements:
- Guards provided must have no criminal record
 - Guards must be South African citizens.
 - Guards must be able to speak, read and write in English.
 - Guards must be registered with PSIRA for the grade specified.
 - The bidder must be South African and must provide **trained guards with no criminal records; South African; PSIRA Grade C and B (where specified);** ability to read, write and speak English. The successful bidder must provide at each site, at own cost,
 - Clock points and clock stick (or similar or equivalent devices) to the guard(s) when doing patrolling rounds;
 - Batons;
 - Handcuffs;
 - Whistle;
 - Pen and pocket book;
 - Torch;
 - Radio;
 - Panic buttons (for armed response unit);
 - Pepper spray noting that all staff must have the training certificate in the use of these products;
 - Registers
 - all mandatory access control books, Occurrence Books
 - communication devices,
 - two hand-held metal detectors, and press to talk gadgets.
 - In order to mitigate against fronting and non-compliance with laws and regulations, the company its workforce will be periodically verified against compliance with all legislative provisions and if found non-compliant, the Department will through competitive bidding process replace the non-compliant service provider with an alternative service provider through this particular bid.
 - The Service Provider shall at all times be held strictly liable and accepts responsibility for all damage of whatsoever nature (including consequential and special damages) due to any acts or omissions by the Security Officers, servants, agents, assigns, contractors and sub-contractors in the provision of the Security Services.
 - The Department reserves the right to award the bid to one or more service provider and to allocate provinces based on demonstrated existing capacity and capabilities on first and second highest scoring bidders.
 - The Department reserve the right to vary the number of sites and guards depending on operational needs and availability of funds.
 - During the contract term, Night Duty Physical Guarding is to be gradually replaced with alarm monitoring and armed response in offices soon to be identified by the Department. The appointed service provider will be given a minimum of three-month notice, after installation of alarm monitoring, to withdraw night duty personnel to be replaced by alarm

monitoring. The appointment of a service provider for alarm installation and monitoring, and armed response will be done in a separate procurement process.

- The successful bidder must have an electronic active guard patrol monitoring system at no cost to the Department.
- The Department has guard houses and where it does not have the successful bidder may provide temporary structure at own cost which shall remain the property of the bidder.
- The Department requires day and night guarding services whilst the Department has a long term plan to phase out Night Duty Physical Guarding to be replaced with alarm monitoring and armed response. The night duty personnel will be gradually phased out in identified offices during the contract term, of which the appointed service provider will be given a minimum of three-month notice after installation of alarm monitoring to withdraw night duty personnel to be replaced by alarm monitoring.
- These services will be a required for a period of thirty-six (36) months and renewable for another period not exceeding twenty-four (24) months subject to satisfactory performance and availability of funds as per the attached excel spread sheet (Annexure B) for Western Cape Province.
- The successful bidder must ensure that they have registered Firearms with licences should there be a need for such.

Bid Award and Contract

- a) The contract will be concluded between the Department and the successful bidder.
- b) The contract period is from the date of signing the contract.
- c) Bids must be submitted in line with any attached annexure and detailed specifications. Failure to bid accordingly shall invalidate the bid.
- d) The Department reserves the right to award the bid to one or more service providers.
- e) The Department reserves the right to award the bid in whole or only partial.
- f) The Department reserves the right to vary the number of sites and guards depending on operational needs and/or availability of funds.

TENDER DELIVERABLES AND TIMEFRAMES

11. The primary deliverables to be achieved:

The physical security services will run for a period of period of thirty-six (36) months and renewable for another period not exceeding twenty-four (24) months subject to satisfactory performance and availability of funds.

Logistics and Timing

Project location(s):

Western Cape

Expected commencement date:

07 January 2022

Project period:

Thirty-six (36) months and renewable for another period not exceeding twenty-four (24) months subject to satisfactory performance and availability of funds.

Briefing (pre-bid) session

- No compulsory briefing session due to COVID-19 Lockdown regulations.

Note:

National Treasury SCM Instruction Note no 4A of 2016-2017 Central Supplier Database.

All prospective suppliers interested in pursuing opportunities within South African Government are encouraged to self-register on the Central Supplier Database. (www.csd.gov.za).

The CSD report must be attached to the bid document.

EVALUATION STAGES

12. The bid evaluation process consists of several stages that are applicable as defined in the table below:

Stage	Description	Applicable for this bid
Stage 1A	Initial screening process / compliance with bid requirements	Yes
Stage 1B	Non-compulsory briefing session	Yes
Stage 1C	Pre-qualification criteria	Yes
Stage 2	Mandatory requirement evaluation	Yes
Stage 3	Functionality requirement evaluation	Yes
Stage 4	Site Visits	Yes
Stage 5	Price / B-BBEE evaluation	Yes

16.1 Stage 1A:

- Verification of service provider(s) compliance with bid requirements / initial screening process.

16.2 Stage 1B:

There will be a non-compulsory virtual briefing session, prospective bidders will be given a time period to present questions of clarity to nico.masango@dha.gov.za or sulleiman.hancock@dha.gov.za for technical aspects.

Stage 1C:

- Service provider(s) must indicate their compliance with the following pre-qualification requirements in terms of Regulation 4 of the Preferential Procurement Regulations 2017 and provide proof.
- Proof includes a valid SANAS B-BBEE Status Level Verification certificate or a B-BBEE certificate issued by the Companies and Intellectual Property Commission, with the exception of EME's and QSE's who are required to submit sworn affidavit in terms of Code of Good Practice. The sworn affidavit must be signed by the EME representative and attested by a Commissioner of oath.
- Bidders who fail to meet the pre-qualification requirement will be disqualified.
- Only the following tenderers may respond to this request;

Pre-qualification criteria 1	Comply	Do not comply
A bidder having a minimum of level one (1) B-BBEE status		
EVIDENCE: Bidders must submit a valid of SANAS B-BBEE certificate or a valid B-BBEE certificate issued by the Department of Trade, Industry and Competition and the Companies and Intellectual Property Commission or a valid Sworn Affidavit signed by the representative and attested by a Commissioner of Oath.		

16.3 Stage 2:

- Service provider(s) must indicate their compliance with the following mandatory requirements as required by the DHA.
- Bidders who fail to meet the mandatory requirements will be disqualified.
- Only bidders who have complied with mandatory requirements will be evaluated for functionality.

Table 1 - Technical Mandatory Requirements Checklist (bidder to complete under 'actual bidder has' against the required and indicate 'location within submitted bid document')

Technical Requirement		

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	Required	Actual Bidder (bidder has to respond if complying)	Evidence	Location within submitted bid document (Bidder to indicate where the evidence is located in the document e.g. Folder X, Schedule A, Page 24)
Guarding Services	Yes		PSIRA Letter of Good Standing	
PSIRA registration and compliance	Yes		Registration certificate of a company and owners/directors.	
Bidders must have a proven extensive practical security experience with a minimum of five years	Yes		Appointment, award letter, and/or reference letter as proof from which year the company has been rendering security services	
Must have an existing footprint (having <u>previously or currently rendering guarding services</u>) including operational offices in the Western Cape province bid –The Department reserves the right to verify.				
<u>Past or Presence</u> of Bidder's operational office in the Western Cape province	Yes		Valid Lease Agreement (current or validity ending in the past twenty four months), Title Deed, municipal accounts in the bidder's/owners name, or any other form of written occupational agreement E.g. Formal written agreement entered into by Service Provider/Owner/s with Property Owner/Designated Authority)	

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Technical Requirement			Evidence	Location within submitted bid document (Bidder to indicate where the evidence is located in the document e.g. Folder X, Schedule A, Page 24)
	Required	Actual Bidder (bidder has to respond if complying)		
<ul style="list-style-type: none"> • Compliance with ICASA (if radios are used) • If radios are not used 	1		ICASA Licence or proof of payment, or a signed rental agent/third part agreement/confirmation of relationship by the owner of the licence. If radios are not used - Signed confirmation by the Bidder indicating that there is no requirement for ICASA licence and indicate the alternative solution that is used	
Bidder to provide documentary proof; onsite evaluation (or through an alternative verification mechanism that the Department will deem fit like virtual site inspection) will be done to verify the bidders submitted documentation if bidder advances beyond the technical/functionality evaluation stage.				

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Technical Requirement			Evidence	Location within submitted bid document (Bidder to indicate where the evidence is located in the document e.g. Folder X, Schedule A, Page 24)
	Required	Actual Bidder (bidder has to respond if complying)		
<ul style="list-style-type: none"> Fully-fledged, fully-equipped, and fire safety compliant Security Control Room with requisite infrastructure. 	yes		Documentary Proof, Claim, confirmation of its existence (to be verified)	
Bidders must have public liability insurance with R10 million cover or a letter from insurer indicating intention to take up the cover upon appointment	Yes		R10 million cover or a letter from insurer indicating intention to take up the cover upon appointment. (The evidence must clearly indicate the R 10 million cover)	

16.4 Stage 3 – Technical Functional Requirements

All bidders who complied with the mandatory / minimum requirements will progress to the technical evaluation phase. Bidders who fail to comply with the below requirements will be eliminated and bidders who comply with the below progress to the next phase of evaluation. Bidders who do not provide the required information will be allocated a score of Zero.

Table 2 - Technical Functional Requirements

Category	Weight (%)	Requirement	Score	Evidence Required	Location within submitted envelopes (e.g. Folder X, Schedule A, Page 24)
Experience (years)	15				
Experience in physical security guarding services or similar work	No reference letter	0	Reference letters dated and signed with contact details indicating acceptable level of performance		
	1 reference letter	5			
	2 reference letters	10			
	3 reference letters	15			
Project plan	15				
Project Plan with a site takeover covering all aspects of guarding operation from appointment, contracting, site-take over, implementation to closure.	No information	0	Project Plan/planning document		
	Incomplete	5			
	Adequate	10			
	Comprehensive	15			

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Category	Weight (%)	Requirement	Score	Evidence Required	Location within submitted envelopes (e.g. Folder X, Schedule A, Page 24)
Capacity	30				
Number of sites previously and currently guarded in Western Cape province	Less than 5 or no sites	0	Appointment letter or Reference letters with customer name, site name(s), clear start and end dates.		
	5-10 sites	5			
	11 – 19 sites	10			
	20 or more sites	15			
Minimum of Guards (minimum Grade C) on strength (PSIRA printout provided)	Less than 50 guards or no information provided (including relievers)	0	PSIRA printout with a name-list of guards		
	50-99 guards (including relievers)	5			
	>100 – 134 guards (including relievers)	10			
	>135 guards (including relievers) = (5 points)	15			

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Total score:		60	

The Technical proposal will be evaluated out of 60 points for technical and a site visit out of 40 points. Bidders that score less than a minimum of 45 points (75 per cent) out of 60 points for technical evaluation will be disqualified and therefore not be eligible for further evaluation to site inspections, Price and BBBEE level of contribution.

16.5 Stage 4 – Site Visits

Bidders that score less than a minimum of 45 points (75 per cent) out of 60 points for technical evaluation will be disqualified and not considered for the site visit (or alternative mechanism deemed fit) to verify claims. Bidders must score a minimum score of 75 points on functionality including site visit to qualify for further evaluation on price and preference points.

Site Inspection:	40		Score		Actual score
Resources and Control room infrastructure	40				
Control room specification adherence and tools	15	<ul style="list-style-type: none"> • Double brick walls (3 points) • concrete slab ceiling (2 points) • no windows (2 points) • access controlled with clear procedures (3 points) • Air Conditioning functional (2 points) • Guard monitoring system functional (3 points) 	0-15	Site visit report	
Administrative and operational plans	5	<ul style="list-style-type: none"> • Standard reporting procedures (1) • Standard Operating Procedures (1) • Emergency handling procedures (1) • Security Breach handling procedures (1) • Code of Conduct (1) 	0-5		
Documentary Proof of fleet capacity (Valid Vehicle registration documents in the name of the company/Owner or Ceded by a Rental Company for usage by the Company/Owner for	5	Less than 10 vehicles or no information provided	0		
		10-15 vehicles	3		
		16-20 vehicles	4		
		More than 20- vehicles	5		

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services to be rendered must be attached to the proposal or agreement with the rental company)				
Functional Communication equipment E.g. PTT or two way radios (licences to be provided) and tested ability to connect with sites.	10	No Communication equipment	0	
		Not functional	1	
		Operational	5	
		Fully operational	10	
Registers / Management toolkits	5	<ul style="list-style-type: none"> • Uniform samples with supplier confirmation (all types) (1) • Identification card printer or supplier confirmation (1) • Registers and Occurrence books (1) • Batons and handcuffs (1) • handheld metals detectors (1) 	0 - 5	

16.6 Stage 5: Price / B-BBEE evaluation

- The prospective service provider's rates and costs must be in line with the minimum PSIRA requirements as the Bid Evaluation Committee will consider PSIRA pricing structures. Bidders deviating from PSIRA pricing structures by quoting below the current year PSIRA pricing structure shall be deemed non-compliant and therefore will be disqualified. The Department reserves the right to negotiate the final pricing with the successful bidder/s. Annual increments will be aligned with **statutory increases to the minimum wage payable** to the Company's security personnel in accordance to **the grading of the post**.
- Bidders must complete Annexure B pricing schedule and indicate the total bid price in the SBD 3.3 form.
- The evaluation for Price and B-BBEE shall be based on the 90/10 PPPFA principle and the points for evaluation criteria are as follows:

No.	Components	Points
1.	Price	90
2.	Preferential points: B-BBEE	100
	Total	100

ANNEXURE A

GENERAL SCOPE OF WORK

1. SCOPE OF SERVICE

The services will be rendered on a 24 hours a day for 365 days of the year, and will include but not limited to the following:

- (a) Physical guarding of the specified site(s).
- (b) Patrolling along the exterior of the perimeter of the facility, as well as within the facility
- (c) Routine patrols supported by an active guard verification point system.
- (d) Proper access and egress control.
- (e) CCTV control room operations (where required).
- (f) Appropriate radio communication between guards and control room.
- (g) Completion of observance book.
- (h) Monthly incident and statistical reports.
- (i) Electric fence monitoring (where applicable).
- (j) Locking and unlocking of access doors to the buildings and gates.
- (k) Switching off corridor lights in the evening during locking period of the buildings (where required).
- (l) Performance of security related Ad hoc duties as and when required.

2. PERSONNEL

2.1 Without limitation to the matters indicated below, the security personnel deployed to DHA premises must:

- (a) Be a South African citizen not younger than 18 years of age;
- (b) Be presentable and in a clean uniform with a name tag while on duty;
- (c) Physically healthy and medically fit for the execution of their duties. Sick security personnel must not be allowed to come on-site and be replaced;
- (d) Have no criminal record;
- (e) Be able to speak, read and write in English;
- (f) At all times present and promote a friendly and courteous attitude towards our stakeholders; and
- (g) Keep their working areas clean, hygienic and neat.
- (h) Not interfere with duties of the control room operator.
- (i) Not interfere with normal duties of the DHA staff.
- (j) Be at their designated areas/stations at all times.
- (k) Not sleep while on duty.
- (l) No security person will be allowed to work more than **12 consecutive hours**. Only DHA can declare an emergency and authorize the service provider to hold their security personnel beyond the 12-hour requirement. Nor shall any security guard report for duty with **less** than 12-hours rest from having worked a previous shift, unless such reporting is necessitated by an emergency.

2.2 Transgression to the matters indicated above, and those that are identified from time-to-time and relevant to security operations but not mentioned in section above, will be reported to the security company for further action.

3. SECURITY EQUIPMENT AND UTILITIES

3.1 The successful bidder must ensure that all security personnel have the following equipment and utilities during the execution of their duties, at own costs:

- a) *Clock points and clock stick (or similar or equivalent devices) to the guard(s) when doing patrolling rounds;*
- b) *Batons;*
- c) *Handcuffs;*
- d) *Whistle;*
- e) *Pen and pocket book;*
- f) *Torch;*
- g) *Radio;*
- h) *Panic buttons (for armed response unit);*
- i) *Pepper spray noting that all staff must have the training certificate in the use of these products;*
- j) *Registers*
- k) *all mandatory access control books, Occurrence Books*
- l) *communication devices,*
- m) *two hand-held metal detectors, and press to talk gadgets.*
- n) *Personal Protective Equipment*

4. DUTIES

As a minimum, it is expected that the appointed service provider will perform the following:

4.1 Day shift

- (i) Monitor the entry and exit of visitors to the Department.
- (ii) Record entry and exit of all staff and visitors after 17H00 on working days and at all times on weekends and public holidays.
- (iii) No contractors to be allowed entry after hours and weekends without prior-approval from Facility Manager or Supervisor
- (iv) Record entry and exit of visitors, through completion issue and recovery of access permits and tags.
- (v) Contact the staff member or department being visited telephonically and obtaining his/her/their approval before allowing a visitor access to the grounds.
- (vi) Issue permits to delivery vehicle drivers and notify the person to whom the goods are to be delivered before allowing entry.
- (vii) Lock all access doors to the buildings and switch-off common areas lights at 18H00 during weekdays.
- (viii) Unlock all access doors to the buildings at 06H30 during weekdays.
- (ix) Ensure that all doors remain locked on weekends and holidays
- (x) Escort staff members to their cars (where required)

- (xi) Ensure that no unauthorized persons enter the premises.
- (xii) Search the vehicles leaving the Department at random
- (xiii) Remove any unruly abusive person from the premises
- (xiv) Protection of personnel, visitors and property
- (xv) React to alarm and attend to the site, contact SAPS when needed.
- (xvi) Confront all suspicious persons and determine whether they are authorized to be on the premises

4.2 Night shift

- (i) Ensure that only authorized persons enter the premises.
- (ii) Ensure that the details [name(s), vehicle registration number] and entry/exit times of every person is recorded correctly.
- (iii) Undertake regular patrols of the premises at approximately thirty (30) minutes intervals, ensuring that all exterior doors and windows of all buildings are securely locked or closed.
- (iv) Escort staff members to their cars (where required)
- (v) Record any unlocked doors and open windows in the observance book.
- (vi) Clock on every patrol at Services Department clock point.
- (vii) No contractors to be allowed entry after hours and weekends without prior-approval from Facility Manager or Supervisor
- (viii) At least two fully charged torches (covering distance of at least 10 meters from the security personnel) per night to be used for patrolling and whenever needed
- (ix) All vehicles to be searched after hours and weekends

4.3 Guarding

- a) Protecting people and property against the harmful actions, by word or deed of other parties.
- b) The vigilant and, if necessary tactful, protection of property and personnel against any attempt by any person to unlawfully enter the premises of the Medical Research Council.

4.4 Patrolling

A pro-active method of observing the environment for any form of security threat or other hazard (e.g. safety hazards which may have the potential to cause damage to property or injury to people). Sustained vigilance and discipline are of the utmost importance. Patrolling can either be done by displaying high visibility to dominate the area or in an undercover manner.

4.5 Entrance control

- a) To ensure that no unwanted or unauthorized persons enter the premises or part of the premises.

- b) Contractors, Visitors and Students should be challenged and requested to sign the visitors' register.
- c) Examination of delivery documents accompanying vehicles wanting entry.
- d) DHA must identify themselves by recognized methods of identification before being allowed on the premises. If such staff cannot identify themselves, they must be treated as if they are visitors.
- e) Nobody will be allowed to bring anything that is prohibited (e.g. fire-arms) onto the premises.
- f) Nobody will be allowed to carry out any activity on the premises that is prohibited by Management.
- g) Use of security scan for visitors to identify prohibited item
- h) Searches to identify items unauthorised to leave premises.

4.6 Access control

- a. To ensure that people and vehicles leaving the premises do not remove property of the DHA.
- b. Searching of vehicles must be done as per instruction.

4.7. Tasks

- a) Exercise strict control over all visitors.
- b) Safe keeping and control of visitors' cards and scanning equipment
- c) Control of motor vehicles parking, especially those vehicles parked in the vicinity of the entrance which may obstruct vehicles / others.
- d) Removal of any unruly and abusive persons from the premises.
- e) Protection of personnel, visitors and property.
- f) React on alarms of the in house system. Contact the SAPS through their control room.
- g) Confront all suspect persons and determine whether they are authorized to be on the premises.
- h) Ensure that everything that must be locked after hours is in fact locked.
- i) Removing of vagrants from the premises will form part of the security function.

4.8. Electronic Active Guard Patrol Monitoring System

- a) This system shall be capable of logging hours of patrol through individual scans as guards pass the point.
- b) Security Company shall log each daily round trip, including time of arrival and departure for each patrol, with the electronic time logging system. Logging system shall be fully and properly operational as service commences.

5 SERVICE IMPROVEMENT PLAN

Appointed security shall be required to continuously introduce, implement and maintain service improvement plan for the service offered to DHA, including but not limited to the following

- (a) Risk reduction
- (b) Cost reduction

- (c) Performance improvement
- (d) Increased service availability
- (e) Updating existing improvements
- (f) Data on exiting improvements

6. SERVICE LEVEL AGREEMENT AND BREACHES

- a) In the event of the Service Provider failing to promptly commence performance of any obligation for which it is liable, or failing to carry out such obligation, partially or fully, without delay, the Client shall be entitled to appoint an alternate Service Provider to perform such obligation. Should the Client exercise the right to do so at any stage, it shall also be entitled to claim and recover all costs and/or damages incurred thereby (directly or indirectly) from the Service Provider, who hereby undertakes to pay such damages and costs to the Client upon demand.
- b) In the event of either Party to this award committing a breach of any provision of this award ("the defaulting Party"), excluding paragraph 6(a) and the defaulting Party failing to remedy such breach within 48 (forty-eight) hours after having received written notice from the other Party ("the aggrieved Party") to remedy such breach, the aggrieved Party shall be entitled to terminate this service, immediately, by notice in writing to the defaulting Party.
- c) Without derogating from the provisions of general scope, and in addition thereto, in the event of the Service Provider for any reason committing a breach of the provisions of paragraph 6(a) of this Contract and failing to remedy such breach within 12 (twelve) hours after having received written notice from the Client calling upon it to rectify such breach, the Client shall be entitled to terminate this Contract, immediately, by notice in writing to the Service Provider.
- d) Should the Service Provider's PSIRA certificate for any reason whatsoever be suspended, revoked, set aside by an appropriate authority or competent person, for any reason whatsoever, or should the Service Provider's competence to render the Security Service be terminated, or diminished in a material manner, such suspension, revocation, setting aside, termination or diminution shall be deemed to be a breach of this Contract and shall entitle the Client to terminate the Contract forthwith.
- e) Should the Service Provider's firearm license and competency certificate for any reason whatsoever be suspended, revoked or set aside by an appropriate authority or competent person or should the Service Provider's competence to render the Security Services for any reason whatsoever be diminished in a material manner, such suspension, revocation, setting aside or diminution shall be deemed to be a breach of the Contract and shall entitle the Client to terminate the Contract forthwith.
- f) Should the Service Provider's insurance(s) for any reason whatsoever be suspended, revoked, set aside or terminated by its insurance service provider, such suspension, revocation, setting aside or termination shall be deemed to be a breach of this Contract and shall entitle the Client to terminate the Contract forthwith.

- g) Should the Service Provider act in conflict with or fail to comply with any statutory provision, regulation, by-law, rule or programme or policy or procedure that has a direct bearing on the Security Service(s), such action or failure shall be deemed to be a breach of this Contract and shall entitle the Client to terminate the Contract forthwith.
- h) Should the Client incur any losses, including but not limited to theft of the Client's property, theft of the Client's third party property, fraud and or any other criminal activities that are to the detriment of the Client, at any of the Sites where the Service Provider is performing the Security Service, such action shall be deemed to be a breach of this Contract and shall entitle the Client to terminate the Contract forthwith.
- i) Notwithstanding anything contained to the contrary in this Contract, the Client may terminate this Contract at any time by giving written notice to the Service Provider of such termination if—
1. the Service Provider is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory liquidation, provisionally or finally, or under provisional or final judicial management, or under receivership or under any of the equivalent of any of the foregoing;
 2. a final and unappealable judgment against the Service Provider remains unsatisfied for a period of 21 (twenty-one) days or more after it comes to the notice of the board of directors of the Service Provider;
 3. the Service Provider makes any arrangements or composition with all or some of its creditors, or ceases or threatens to cease carrying on business;
 4. the Service Provider makes any material incorrect or untrue statement or representation to the Client in connection with any information furnished by it in respect of this Contract, or, without limitation, in the tender documents preceding the conclusion by the Parties of this Contract, then upon the occurrence of any 1 (one) or more of such events, the Client may without prejudice to any other rights it may have against the Service Provider, elect to immediately terminate this Contract forthwith by written notice of such termination to the Service Provider.
- j) Notwithstanding anything to the contrary contained in this Contract, and in addition to all of its other rights, the Client shall also be entitled to cancel this Contract, if any event or series of events occurs (whether or not caused by any reasons whatsoever outside the control of the Service Provider or the Client) which, in the reasonable opinion of the Client might have a material or adverse effect on the performance of the Security Service or the operations of Client at any Site, whether or not as contemplated in this Contract.
- k) Notwithstanding anything to the contrary contained in this Contract, and in addition to all of its other rights, the Client shall also be entitled to cancel this Contract, in whole or in part, (as the Client may in its sole discretion determine) in the event that the Service Provider colludes with any other party in respect of any tender submitted to the Client.

- l) Notwithstanding anything to the contrary in this Contract, in the event of Security Officers and/or employees of the Service Provider being in any way involved in theft, bribery, fraud and/or any other criminal activities or misconduct that are to the detriment of the Client (e.g. theft of the Client's property), either while on or off duty, then this shall be considered to be an irremediable breach of this Contract in which event the Client shall have the right to terminate this Contract with immediate effect. Such termination by the Client shall not be considered to be a dispute as intended in clause 30 (*Disputes*) of this Contract and shall not form the subject of any arbitration.
- m) In the event of strike action being embarked upon by the employees of the Service Provider, the Service Provider shall immediately advise the Client of the strike action. The employees of the Service Provider shall not be allowed onto the premises of the Client for any purposes other than the rendering of Security Services in terms of this contract. The Service Provider shall be responsible for the removal of any of its employees from the premises of the Client, and the costs thereof, in the event of its (the Service Provider's) employees conducting any activities on the premises of the Client other than the rendering of Security Services in terms of this Contract. The Service Provider shall immediately replace any striking employees with suitably qualified employees so that the operations of the Client are not disrupted in any way. Any additional costs that arise as a result of the aforementioned replacement labour shall be for the account of the Service Provider. Failure to comply with this provision shall constitute a material breach and the Client shall be entitled to terminate this Contract with immediate effect. In the event of the Client incurring any losses or damages as a result of the strike action, the Service Provider shall be liable for the payment of the aforementioned losses and/or damages.
- n) Notwithstanding anything stipulated under clause 26 (*Penalties*) the Client reserves the right to terminate this Contract without notice in the event of a Persistent Minor Breach by the Service Provider.
- o) Although it would be impractical and extremely difficult to determine the actual damage to DHA if appointed security company or its employees were to fail to perform services according to the agreed scope and timelines, DHA expects to receive other benefit from Security Company's failure to perform services as agreed.
- p) Notwithstanding its rights that will be set in the Contract/SLA, DHA will determine reasonable penalty costs acceptable to each party regarding DHA loss if the security company fails to perform services in accordance with the schedule of performance deficiency. Some anticipated schedule of performance deficiency include, but are not limited, to the following

Item	Performance Deficiency	Penalty	Comments
1	Sleeping on duty, and/or deserting post and/or negligence in the performance of guards duties and/or arriving late for duty	<ul style="list-style-type: none"> ☐ Guard to be immediately removed from site and replaced within 2 hours ☐ First occurrence: Letter of non-performance issued by Department ☐ Second and subsequent occurrences: Shift payment deducted 	<ul style="list-style-type: none"> ☐ DHA call meeting with operational manager ☐ If this practice continues more than twenty (20) in total irrespective of the which guard, contract may be terminated.

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		per guard irrespective of replacement	
2	Failure of the guards to visit each of the identified check-in points	<ul style="list-style-type: none"> ☐ First occurrence: Letter of non-performance issued by DHA ☐ Second and subsequent occurrences: One guard shift payment deducted 	<ul style="list-style-type: none"> ☐ DHA call meeting with site representative ☐ If this practice continues more than twenty (20) in total irrespective of the which guard, contract may be terminated.
3	Failure of guards to conduct themselves in a professional and courteous and cooperative manner as determined by DHA Supervisory Staff and/or Refusal to comply with lawful instructions	<ul style="list-style-type: none"> ☐ Guard to be immediately removed from site and replaced within 2 hours ☐ Letter of non-performance issued by DHA 	<ul style="list-style-type: none"> ☐ DHA call meeting with site representative ☐ Guard never to be deployed at DHA again
4	Number of complaints against guard exceeds three (3) in any one calendar month	<ul style="list-style-type: none"> ☐ Guard to be immediately removed from site and replaced within 2 hours ☐ Letter of non-performance issued by DHA 	<ul style="list-style-type: none"> ☐ DHA call meeting with site representative ☐ Guard never to be deployed at DHA again
5	Guards intoxicated or under the influence of liquor/drugs	<ul style="list-style-type: none"> ☐ Guard to be immediately removed from site and replaced within 2 hours ☐ Letter of non-performance issued by DHA 	<ul style="list-style-type: none"> ☐ DHA call meeting with site representative ☐ Guard never to be deployed at DHA again ☐ If this practice continues, contract may be terminated.
6	Guard without basic equipment, invalid identification and improperly dressed	<ul style="list-style-type: none"> ☐ Guard to be immediately dressed properly and have valid identification or be removed from site and replaced within 2 hours ☐ First occurrence: Written warning to the security company ☐ Second occurrence: Letter of non-performance issued by DHA and One guards shift payment deducted for subsequent non-deployment of 	<ul style="list-style-type: none"> ☐ DHA call meeting with site representative ☐ If this practice continues, contract may be terminated

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		equipment, invalid identification, or improper dress.	
7	Forced break-inns	<ul style="list-style-type: none"> □ Letter of non-performance issued by DHA □ Liable for full costs of loss and repairs for each occurrence 	<ul style="list-style-type: none"> □ DHA call meeting with site representative. □ Investigation to be conducted by DHA and security company □ Quotation for loss and repairs to be supplied to the security company by DHA □ If forced break-inns continues more than five (5) times per year per site, contract may be terminated.
8	Theft of any DHA assets/equipment/tools	<ul style="list-style-type: none"> □ Guard to be handed over to SAPS □ Security company liable for full payment of the theft associated to its employee(s) 	<ul style="list-style-type: none"> □ If this practice continues, contract may be terminated.
9	Failure to search vehicles leaving premises after 6pm during weekdays and all day during weekends and holidays	<ul style="list-style-type: none"> □ First occurrence: Letter of non-performance issued by DHA □ Second and subsequent occurrences: Two guards shift payment deducted 	<ul style="list-style-type: none"> □ DHA call meeting with site representative □ If this practice continues, contract may be terminated.
10	Failure to deploy agreed number of security personnel	<ul style="list-style-type: none"> □ Letter of non-performance issued by DHA and no shift payment for the absent guards 	<ul style="list-style-type: none"> □ DHA call meeting with site representative □ If this practice continues, contract may be terminated.

Please note that the list indicated in the table above is not exhaustive and will be expanded **UPON** appointment or amended from time-to-time.

8. TERMINATION

- a. Each Party may terminate this Contract without cause at any time by giving the other Party at least 1 (one) month written notice of termination. A termination under this clause shall not be regarded as disputable action as contemplated in the dispute provisions of this Contract
- b. Notwithstanding anything to the contrary herein contained, this Contract may be summarily terminated by the Client if at any time the Service Provider is guilty of serious professional misconduct, serious neglect of duty or any act or omission which would justify summary dismissal under common law.
- b) On termination of this Contract the Client shall within 30 (thirty) days of the date of termination pay to the Service Provider on a pro-rata basis the fees due to the Service Provider under this Contract in respect of the period prior to termination and any invoices, properly submitted to the Client pursuant to this Contract, for payments due in respect of the period prior to the date of termination.

9. DISPUTE RESOLUTION

- a) Each Party may terminate this Contract without cause at any time by giving the other Party at least 1 (one) month written notice of termination. A termination under this clause shall not be regarded as disputable action as contemplated in the dispute provisions of this Contract.
- b) Notwithstanding anything to the contrary herein contained, this Contract may be summarily terminated by the Client if at any time the Service Provider is guilty of serious professional misconduct, serious neglect of duty or any act or omission which would justify summary dismissal under common law.
- c) On termination of this Contract the Client shall within 30 (thirty) days of the date of termination pay to the Service Provider on a pro-rata basis the fees due to the Service Provider under this Contract in respect of the period prior to termination and any invoices, properly submitted to the Client pursuant to this Contract, for payments due in respect of the period prior to the date of termination.

ANNEXURE B PRICE SCHEDULE

WESTERN CAPE

OFFICE	DAYS	NUMBER OF GUARDS	UNIT PRICE	TOTAL BID PRICE	15% Vat	TOTAL BID PRICE (VAT INCL)
ATLANTIS	06:00 TO 18:00 MONDAY TO SUNDAY	1				
ATLANTIS	18:00 TO 06:00 MONDAY TO SUNDAY	1				
BEAUFORT WEST	06:00 TO 18:00 MONDAY TO SUNDAY	1				
BEAUFORT WEST	18:00 TO 06:00 MONDAY TO SUNDAY	1				
BREDASDORP	06:00 TO 18:00 MONDAY TO SUNDAY	1				
BREDASDORP	18:00 TO 06:00 MONDAY TO SUNDAY	1				
CALEDON	06:00 TO 18:00 MONDAY TO FRIDAY	1				
CALEDON	06:00 TO 18:00 MONDAY TO SUNDAY	1				
CALEDON	18:00 TO 06:00 MONDAY TO SUNDAY	1				
CERES	06:00 TO 18:00 MONDAY TO FRIDAY	1				
CERES	06:00 TO 18:00 MONDAY TO SUNDAY	1				
CERES	18:00 TO 06:00 MONDAY TO SUNDAY	1				
CITRUSDAL	06:00 TO 18:00 MONDAY TO SUNDAY	1				
CITRUSDAL	18:00 TO 06:00 MONDAY TO SUNDAY	1				
GEORGE	06:00 TO 18:00 MONDAY TO FRIDAY	1				
GEORGE	06:00 TO 18:00 MONDAY TO SUNDAY	1				
GEORGE	18:00 TO 06:00 MONDAY TO SUNDAY	1				
GRABOUW	06:00 TO 18:00 MONDAY TO SUNDAY	1				
GRABOUW	18:00 TO 06:00 MONDAY TO SUNDAY	1				

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LAINGSBURG	06:00 TO 18:00 MONDAY TO SUNDAY	1				
LAINGSBURG	18:00 TO 06:00 MONDAY TO SUNDAY	1				
MALMESBURY	06:00 TO 18:00 MONDAY TO FRIDAY	2				
MALMESBURY	06:00 TO 18:00 MONDAY TO SUNDAY	1				
MALMESBURY	18:00 TO 06:00 MONDAY TO SUNDAY	1				
MOSSELBAY	06:00 TO 18:00 MONDAY TO FRIDAY	1				
MOSSELBAY	18:00 TO 06:00 MONDAY TO SUNDAY	1				
MOSSELBAY	18:00 TO 06:00 MONDAY TO SUNDAY	1				
OUDTSHOORN	06:00 TO 18:00 MONDAY TO FRIDAY	1				
OUDTSHOORN	06:00 TO 18:00 MONDAY TO SUNDAY	1				
OUDTSHOORN	18:00 TO 06:00 MONDAY TO SUNDAY	1				
SWELLENDAM	06:00 TO 18:00 MONDAY TO SUNDAY	1				
SWELLENDAM	18:00 TO 06:00 MONDAY TO SUNDAY	1				
WORCESTER	06:00 TO 18:00 MONDAY TO SUNDAY	1				
WORCESTER	18:00 TO 06:00 MONDAY TO SUNDAY	1				
BELVILLE	06:00 TO 18:00 MONDAY TO FRIDAY	2				
BELVILLE	06:00 TO 18:00 MONDAY TO SUNDAY	1				
BELVILLE	18:00 TO 06:00 MONDAY TO SUNDAY	2				
CAPE TOWN	06:00 TO 18:00 MONDAY TO FRIDAY	8				
CAPE TOWN	06:00 TO 18:00 MONDAY TO SUNDAY	1				
CAPE TOWN REFUGEE CENTRE	06:00 TO 18:00 MONDAY TO FRIDAY	9				
CAPE TOWN REFUGEE CENTRE	06:00 TO 18:00 MONDAY TO SUNDAY	1				
CAPE TOWN REFUGEE CENTRE	18:00 TO 06:00 MONDAY TO SUNDAY	2				

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CAPE TOWN HARBOUR	06:00 TO18:00 MONDAY TO SUNDAY	1				
CAPE TOWN HARBOUR	18:00 TO 06:00 MONDAY TO SUNDAY	1				
KHAYELITSHA	06:00 TO18:00 MONDAY TO FRIDAY	2				
KHAYELITSHA	18:00 TO 06:00 MONDAY TO SUNDAY	2				
KHAYELITSHA	06:00 TO18:00 MONDAY TO SUNDAY	1				
MITCHELLS PLAIN	06:00 TO18:00 MONDAY TO FRIDAY	2				
MITCHELLS PLAIN	06:00 TO18:00 MONDAY TO SUNDAY	1				
MITCHELLS PLAIN	18:00 TO 06:00 MONDAY TO SUNDAY	1				
NYANGA	06:00 TO18:00MONDAY TO FRIDAY	1				
NYANGA	06:00 TO18:00MONDAY TO SUNDAY	1				
NYANGA	18:00 TO 06:00 MONDAY TO SUNDAY	1				
PAARL	06:00 TO18:00 MONDAY TO FRIDAY	1				
PAARL	06:00 TO18:00 MONDAY TO SUNDAY	1				
PAARL	18:00 TO 06:00 MONDAY TO SUNDAY	1				
SOMERSET WEST	06:00 TO18:00MONDAY TO FRIDAY	2				
STELLENBOSCH	06:00 TO18:00MONDAY TO SUNDAY	2				
STELLENBOSCH	18:00 TO 06:00 MONDAY TO SUNDAY	1				
VREDENDAL	06:00 TO18:00MONDAY TO SUNDAY	1				
VREDENDAL	18:00 TO 06:00 MONDAY TO SUNDAY	1				
WYNBERG	06:00 TO18:00 MONDAY TO FRIDAY	3				
ROBERTSON	06:00 TO18:00 MONDAY TO FRIDAY	1				
PRINCE ALBERT	06:00 TO18:00MONDAY TO SUNDAY	1				

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PRINCE ALBERT	18:00 TO 06:00 MONDAY TO SUNDAY	1				
VREDENBURG	06:00 TO18:00MONDAY TO SUNDAY	1				
VREDENBURG	06:00 TO18:00 MONDAY TO FRIDAY	1				
VREDENBURG	18:00 TO 06:00 MONDAY TO SUNDAY	2				
PLETTENBERG BAY	06:00 TO18:00 MONDAY TO FRIDAY	1				
TOTAL		96				

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: **BID NO: DHA16-2021**

CLOSING TIME 11:00 **CLOSING DATE: 19 November 2021**

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

ITEM NO	DESCRIPTION **(ALL APPLICABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY
---------	--	---------------------------

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
---------------------------------------	------	----------	--------

		R.....

* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE	QUANTITY
		R.....

TOTAL: R.....

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

***[DELETE IF NOT APPLICABLE]**

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:

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

¹“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

2. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	Personal Reference Number	Tax	State Number / Number	Employee Persal Number

3. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature Date

.....
 Position Name of bidder

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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the 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	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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

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 last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in

paragraph 1 of this form;

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

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder