



**public works &
infrastructure**

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

**HEAD OF DEPARTMENT
MR. MOTSAMAI. E. MOHLAHLO**

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

PROPOSAL NUMBER – DPWFS RFP 016/2021

TECHNICAL PROPOSAL – VOLUME 1

**REQUEST FOR PROPOSAL (RFP) FROM SUITABLY QUALIFIED
CONTRACTOR/S OR JOINT VENTURE FOR SUPPLY, INSTALLATION AND
MAINTENANCE OF CLOSED CIRCUIT TELEVISION, ACCESS CONTROL AND
MAINTENANCE OF TURNSTILES AT VARIOUS PROVINCIAL BUILDINGS FOR
A PERIOD OF THREE YEARS ON
BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND
INFRASTRUCTURE**

***(THIS ENTIRE DOCUMENT IS TO BE RETURNED IN ENVELOPE
“A” –
TECHNICAL PROPOSAL)***

FEBRUARY 2022



DESCRIPTION:

THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

Physical address:

155 OR Tambo House
Cnr St Andrews Street and Markgraaff Street
Bloemfontein
9301

Post box number:

P.O. Box 690
Bloemfontein
9301

DIRECTORATE: SUPPLY CHAIN MANAGEMENT**SCM Enquiries:**

Name: Mr. Molebatsi Phasumane
Telephone: 051 492 3861
Email: phasumanem@fsworks.gov.za

DIRECTORATE: PROJECT MANAGEMENT UNIT**Technical enquiries:**

Name: Mr. Thabiso Matsemela, Project Technician
Tel: 060 992 8589 / 051 403 7852
Email: matsemelas@fsworks.gov.za

Name: Mr. Themba Dhlamini ,(Acting) Director -
Security services
Tel: 051 492 3834
Email: dhlaminit@fsworks.gov.zaor

Name: Mrs Alicia Cupido, Chief Electrical Engineer
Tel: 051 403 7851
Email: cupidoa@fsworks.gov.za

TENDERER:

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DESCRIPTION:

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C2	Scope of Work
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C4.1	N/A
C4.2	A compliant tax status with the South African Revenue Services.
C4.3	Certified copy of VAT registration certificate (if VAT number is not included in tax clearance certificate),
C4.4	Valid proof of registration on the National Treasury's Central Supplier's Database must be accompany this bid
C4.5	Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
C4.6	Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
C4.7	Certified copy of Certificate of Incorporation (if tenderer is a Company),
C4.8	Certified copy of Founding Statement (if tenderer is a Closed Corporation),
C4.9	Certified copy of Partnership Agreement (if tenderer is a Partnership),
C4.10	Certified copy of Identity Document (if tenderer is a One-man concern),
C4.11	Joint Venture Agreement (if tenderer is a Joint Venture),
C4.12	Competent Construction Manager with relevant and traceable general building experience (CV)
C4.13	Curriculum Vitae of all supervisory.



DESCRIPTION:

THE TENDER

PART T1: TENDERING PROCEDURES



DESCRIPTION:

T1.1 - Tender Notice and Invitation to Tender



DESCRIPTION:

T1.1 Tender Notice and Invitation to Tender

Project title:	REQUEST FOR PROPOSAL (RFP) FROM SUITABLY QUALIFIED CONTRACTOR/S OR JOINT VENTURE FOR SUPPLY, INSTALLATION AND MAINTENANCE OF CLOSED CIRCUIT TELEVISION, ACCESS CONTROL AND MAINTENANCE OF TURNSTILES AT VARIOUS PROVINCIAL BUILDINGS FOR A PERIOD OF THREE YEARS ON BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE.		
Tender No:	DPWFS (T) 016/2021		
Advertising date:	11 February 2022	Closing Date:	04 March 2022
Closing time:	11:00	Validity Period	90 Days (Calendar Days)
Compulsory Clarification Date:	18 February 2022	Compulsory Clarification Venue:	Main Entrance (OUTSIDE) O.R Tambo House, ground floor.
Time:	10h00		Cnr Markgraaf and St Andrews Street, Bloemfontein
Tenders are to be delivered to the following address on the stipulated closing date and time:	Department of Public Works and Infrastructure: Ground Floor (Main Entrance Foyer) at OR Tambo House (Old Lebohang Building); St Andrew Street; Bloemfontein		

COLLECTION OF TENDER DOCUMENTS

- Please note that bid documents are obtainable from e-tender portal on www.etenders.gov.za from Friday, 11 February 2022 **OR**
- Bid documents will also be available from 11 February 2022 from 09h00 to 14h30 at the Department of Public Works and Infrastructure SCM Offices, Room 101B, First Floor, OR Tambo House Cnr Markgraaf and St Andrews Street, Bloemfontein. However, a non-refundable tender / bid deposit of R1 282.00 is payable in cash (please bring the exact amount) on collection of the bid documents. [Payments to be made at Room 102, 01st Floor, OR Tambo House]. Alternatively download the document for free from www.etenders.gov.za.
- Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents. Bid documents must be properly indexed and neatly bound.

The physical address for collection of tender documents is:

FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
Cnr St Andrews Street and Markgraaff Street
OR Tambo House
Room 101B, 1st Floor
Bloemfontein
9301

BIDS ARE TO BE COMPLETED IN ACCORDANCE WITH THE CONDITIONS AND BID RULES CONTAINED IN THE BID DOCUMENTS. BID DOCUMENTS MUST BE PROPERLY INDEXED AND NEATLY BOUNDED.

The closing date and time for tenders is 11h00 on 04 March 2022.



DESCRIPTION:

Telegraphic, telephonic, telefax, facsimile and late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Queries relating to the issue of these documents may be addressed to Mr. Molebatsi Phasumane on 051 492 3861 /

phasumanem@fsworks.gov.za OR Mr. Thabiso Matsemela on Tel. No 060 992 8589 / 051 403 7852

matsemelas@fsworks.gov.za /Mr. Themba Dhlamini, (Acting) Director - Security services

Tel. No 051 492 3834, dhlaminit@fsworks.gov.za or Mrs Alicia Cupido, Chief Electrical Engineer

Tel. No 051 403 7851, cupidoa@fsworks.gov.za /Tenders may only be submitted on the tender documentation issued.

REASONS FOR DISQUALIFICATION

1. The department reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:
 - a. bidders who do not submit a valid and original Tax Clearance Certificate or proof of application of such as endorsed by SARS on the closing date and time of the bid;
 - b. bidders who submitted incomplete information and documentation according to the requirements of this bid document, e.g. not submitting both volume 1 and volume 2 as stated on this RFP document;
 - c. bidders who submitted information that is fraudulent, factually untrue or inaccurate information;
 - d. bidders who received information not available to other vendors through fraudulent means; and/or
 - e. bidders who do not comply with mandatory requirements as stipulated in this bid document.

BID RESPONSE FORMAT

1. Bidders shall submit their bid responses in accordance with the response format specified below (each volume must be clearly marked):
 - a. Volume 1: The fully completed document including all additionally documentation is to be returned in its entirety in Envelope "A" - Technical Proposal
 - b. Volume 2: The fully completed document including all additionally documentation is to be returned in its entirety in Envelope "B" - Financial Proposal
 - c. Both volumes are to be sealed and submitted in separate envelopes, together constituting the bidder's bid response for the project.
 - d. All tenders must be submitted on the official forms, supplemented as necessary - (not to be re-typed)
 - e. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the invitation to tender.

FORMAT AND SUBMISSION OF PROPOSAL

Each bid shall comprise the following, bound and clearly indexed:

Section 1	• Compliance with mandatory requirements, failure which will lead to disqualification. • Compliance with non – mandatory requirements, failure which the department may reserve making appointment until they are complied with.
Section 2	• Company profile including proof of previous experience and expertise in access control and CCTV as well as contact details of the references (attach appointment letter and completion certificates / reference letter from previous or current clients). • Evidence of all previous CCTV and access control installations in the past five years (letter from Clients must be attached with Details of work and value).



DESCRIPTION:

	- Evidence of all previous experience in Electronic and Electrical Works in the past five years. (Letters from Clients must be attached with details of work and value). - Relevant CV for the Project Manager and certified copies of appropriate/ relevant qualifications. - The main contractor or its partners must submit an originally certified and signed electrical contractor's certificate issued in the name of the enterprise by the Department of Labour.
Section 3	Methodology approach which outline the ability and capacity to deliver.
Section 4	- Project plan, which states clearly the specific personnel responsible and the overall delivery time and milestones. - Maintenance strategy and intervals PROJECT DURATION : 3 YEARS (36 Months)
Section 5	Copy of company registration certificate and product certification if applicable (e.g. Agreement SA Certificate).
Section 6	Latest financial statements – for one year.

1. EVALUATION OF PROPOSAL DOCUMENTS

1.1. STAGE ONE – COMPLIANCE WITH MANDATORY REQUIREMENTS.

- 1.1.1. Bidders must provide the unique security pin issued by the South African Revenue Services before the closing of this bid.
- 1.1.2. Bidders must be registered and active on the Central Supplier Database before the date of closing of this bid. A valid CSD master registration number must be provided to that effect.
- 1.1.3. Pre-qualification criteria in line with the PPR of 2017:
 - a. Only from bidders who have B-BBEE level one (1) to three (03) of contribution certificate will be considered, i.e. Bidders who have B-BBEE Certificate Level four (04) to eight (08) contribution will not be considered. (Where trust, consortium or joint venture (including unincorporated consortia and joint ventures) they must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. An original or certified copy of the original must be attached.
- 1.1.4. Attach a valid municipal services (water, sanitation, rates and electricity) clearance certificate or a current bill of account not owing more than ninety (90) days or a valid lease agreement with a current statement from the lessor not owing more than ninety (90) days.
- 1.1.5. Duly completed and signed SBD Documents (SBD 1, SBD 4, SBD 8, and SBD 9).
- 1.1.6. Duly completed and signed Annual Financial Declaration.
- 1.1.7. Minimum requirements for local content and production:
 - a. Duly Signed and Completed SBD 6.2 – Requirements for local production and content for steel products and components for construction.
 - b. Duly Signed and Completed SBD 6.2 – Declaration for local production and content: Requirements for local production and content for Electrical and telecom cables.
- 1.1.8. A valid letter of good standing issued by the Department of Labour.
 - a. Each bidder must provide proof of compliance to Unemployment Insurance Fund (UIF) and Compensation for Occupational Injuries and Diseases Act (COIDA).
- 1.1.9. Attendance of the mandatory clarification meeting the details of which are stated in the tender notice and invitation are eligible to submit tenders.
- 1.1.10. **All documents must be completed in writing with a black ink.**

1.2. STAGE ONE(a) - NON MANDATORY REQUIREMENTS



DESCRIPTION:

- 1.2.1. The successful bidder, their employees and any other sub – contractors and their employees will be subjected to compulsory security screening. Failure to pass this requirement will result in the department considering the second suitably qualifying bid.
- 1.2.2. The department reserves the right to request each bidder to sign a declaration of secrecy before being admitted view state properties.
- 1.2.3. Duly signed and completed – Annual Financial Declaration.
- 1.2.4. Duly completed and signed Annexure A – Record of Addenda to tender documents.
- 1.2.5. Duly completed and signed Annexure B – Propose amendments and qualifications.
- 1.2.6. Duly Signed and Completed SBD 6.1 – Preference points claim form in terms of the Preferential Procurement Regulations 2017.

1.3. STAGE TWO – EVALUATION ON FUNCTIONALITY CRITERIA

- 1.3.1. Evaluation on functionality consist of two stage, i.e. stage 2(a) and stage 2 (b). The two stages will be evaluated independent of each other, i.e. each bidder must obtain the required minimum score in each stage.
- 1.3.2. The contractor must submit verifiable proof of previous access control system projects with a minimum value of R500 000.00 were successfully implemented and completed in the last five years. The proof must be in the form of appointment letter, and associated completion certificates.
- 1.3.3. The contractor must submit verifiable proof of previous CCTV projects with a minimum value of R500 000.00 were successfully implemented and completed in the last five years. The proof must be in the form of appointment.
- 1.3.4. A bidder that scores less than 79 points out 105 points in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified.
- 1.3.5. Functionality evaluation will be based on the following criteria:

Functionality Evaluation will be based on the following criteria:			
CRITERION	GUIDELINE FOR CRITERION	MAXIMUM SCORE	
CAPACITY TO EXECUTE WORK: (30 points) (CCTV)	The Bidder must demonstrate capacity of both Main Contractor and all the partner/s, including Sub-Contractor/s	30	
	Attach appoint letters and completion certificates (item), clearly indicating the contract period and the time taken to complete the works.		
	To validate the project the following must be submitted		
	Photos with a brief summary of project/s (including project name and project location)		
	Maximum score of 30 points for experience of the contractor		
	Description		Points
	A maximum of 08 projects with a consolidated value of up to R1,5 million		30
	A maximum of 07 projects with a consolidated value of up to R1 million		20
A maximum of 05 projects with a consolidated value of up to R500 000	10		
CAPACITY TO EXECUTE WORK: (30 points) (Access Control)	The Bidder must demonstrate capacity of both Main Contractor and Sub-Contractor if applicable	30	
	Attach appoint letters and completion certificates (item), clearly indicating the contract period and the time taken to complete the works.		
	To validate the project the following must be submitted:		
	Photos with a brief summary of project/s (including project name and project location)		
	Maximum score of 30 points for experience of the contractor		



DESCRIPTION:

	Description	Points	
	A maximum of 08 projects with a consolidated value of up to R1,5 million	30	
	A maximum of 07 projects with a consolidated value of up to R1 million	20	
	A maximum of 05 projects with a consolidated value of up to R500 000	10	
CAPABILITY PERSONNEL EXPERIENCE (20 points)	Site Agent / Manager Experience on Supply and Installation of Access control and CCTV) were undertaken by the person in the last 5 years. Notes: Failure to complete this form (resource information sheet) and provide certified and valid supporting documents will result in the bidder forfeiting these points.		20
	Details of the similar project previous experience must be furnished.		
	CV demonstrating the experience must be attached with any relevant courses / qualifications completed (i.e. Accreditation as installer by supplier)		
	Description	Points	
	9 years or higher	20	
	7 to 8 years	16	
	5 to 6 years	12	
	2 to 4 years	08	
	Up to 2 years	04	
	LOGISTICS	Description		Points	15
Transport any truck or panel van with a valid license Disk registered in the name of the bidder (Yes/No)		05	
Fully functional mobile storage facility onsite /off site		05	
Demonstration of capacity to supply and deliver specified material within the period of 3 months as stated in the bid documents (as per Functionality in 1b).		05	
GEOGRAPHICAL AREA OF MAIN CONTRACTOR	Free State Based Contractors. The Department will only use the address which is registered and appears on CIPC registration documents and this address must also correspond to the address on the municipal certificates and / or lease agreement:		10
	Free State based service provider	10	
	Non-Free State based service provider	0	
Total			105

DESCRIPTION:

1.4. STAGE THREE – PREFERENCE POINT SYSTEM (ENVELOPE B)

- 1.4.1. Pricing on the project in order to achieve the objectives of the Preferential Procurement Regulations.
- 1.4.2. The Department is committed to achieving the government's objectives of the transformation of the economy economic transformation as set out in the Preferential Procurement Policy Framework Act, the B-BBEE act and the Preferential Procurement Regulations of 2017.
- 1.4.3. The 90/10 preference point system applicable to tenders with a rand value of R50 million and above (all applicable taxes included), will be used for evaluation this bid.
- 1.4.4. The scoring of points for price and preference system in terms of the 90/10 preference point system where the lowest price score 90 points for price.
- 1.4.5. Calculating of points for B-BBEE status level of contribution points will be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the below process.
- 1.4.6. All bids that will achieve the minimum qualifying score (acceptable bids) will be evaluated further in terms of the preference point system as follows:

Table 1:

CRITERIA	POINTS
Price	90
BEE	10
TOTAL	100 points

- 1.4.7. Allocation of points in terms of the 90/10 preference point system.

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

Points awarded for B-BBEE status level of contributor

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

Table 2:

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

1.4.9. Claim of preference points for B-BBEE Level:

- a. Bidders will be required to complete the preference claim form (SBD 6.1) and submit their



DESCRIPTION:

sworn affidavit (only for EME and QSE), valid original or certified copy of B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.

- b. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- c. Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a sworn affidavit (only for EME and QSE) or B-BBEE status level Certificate issued by a SANAS accredited verification agency will be considered for preference points.
- d. Tenderers who qualify as EMEs may submit a sworn affidavit signed by the EME representative and attested by a Commissioner of oaths for purposes of claiming preference points.
- e. Failure on the part of the bidder to comply with the requirements above will be deemed that Preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- f. The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- g. The total points scored will be rounded off to the nearest 2 decimals.
- h. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- i. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- j. **A contract may, on reasonable and justifiable grounds, this bid may be awarded to a bid that did not score the highest number of points in line with the PPPFA regulations of 2017, regulation 11 on Objective Criteria.**

Note: The department reserves the right not to award the tender to the bidder which scores the highest number of points for this stage, if in the professional opinion and taking all relevant factors into account, the bidder's price offer is unrealistic; and as such the project is likely not capable of being completed to the required technical specifications and / or within the prescribed time-frames."



PART T1: TENDERING PROCEDURES

T1.2 - Tender Data



DESCRIPTION:

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

Clause Number	Tender Data
F.1.1	The employer is the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, Free State Provincial Government.
F.1.2	For this contract the following documents will be adopted. The single volume procurement document issued by the employer comprise of the following: The Tender Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Annexure A Standard Conditions of Tender Part T2: Returnable Documents T2.1 List of returnable documents T2.2 Returnable schedules The Contract Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing data C2.1 Pricing Instructions C2.2 Activity schedules / Bills of Quantities Part C3: Scope of work Part C4 : Site information Part C5 : Additional returnable documents
F.1.4	The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer. <u>Technical Queries :</u> Name: Mr. Thabiso Matsemela, Project Technician Tel: 060 992 8589 / 051 403 7852 Email: matsemelas@fsworks.gov.za Name: Mr. Themba Dhlamini ,(Acting) Director - Security Services Tel: 051 492 3834 Email: dhlaminit@fsworks.gov.zaor



DESCRIPTION:

	Name: Mrs Alicia Cupido, Chief Electrical Engineer Tel: 051 403 7851 Email: cupidoa@fsworks.gov.za Bidding Process: Name: Mr. Molebatsi Phasumane Tel: 051 – 492 3861 / 78 Email: phasumanem@fsworks.gov.za Room 101B, OR Tambo House, Cnr St Andrews Street and Markgraaff Street, Bloemfontein, 9301
F.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: ○ N/A Tenderers that satisfy the criteria stated in the tender data and the tenderer or any of his principals is not under any restriction to doing business with the employer
F.2.7	Tenderers are expected to attend the compulsory clarification meeting the details of which are outlined in the Tender Notice and Invitation to tender.
F.2.8	Tenderers may request clarification of the tender documents by notifying the employer at least three (3) working days before the closing time and date stated in the tender data.
F.2.12	No alternative tender offers will be considered
F.2.13.3	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing all of the Returnable Documents and signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
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	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Main Entrance Foyer of OR Tambo House, Cnr St Andrews Street and Markgraaff Street, Bloemfontein, 9301, Free State Province Identification details: Tenders are to be clearly marked with the tender number, project description and name and address of the tenderer. DPWFS RFP 016/2021 : SUPPLY, INSTALLATION AND MAINTENANCE OF CLOSED CIRCUIT TELEVISION, ACCESS CONTROL AND MAINTENANCE OF TURNSTILES
F2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	Tenderers are alerted 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	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.15	The closing time and location for the submission of tender offers is: Time:



DESCRIPTION:

	11h00 on 04 March 2022 Location: Main Entrance Foyer of OR Tambo House, Cnr St Andrews Street and Markgraaff Street, Bloemfontein, 9301, Free State Province
F.2.16	The tender offer validity period is 90 calendar days
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.23	The tenderer is required to submit with his tender the following documentation / information: • A valid Tax Clearance Certificate issued by the South African Revenue Services. • Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate), • Valid Proof of Registration on the National Treasury's Central Supplier's Database must be accompany this bid • Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002, • Certified copy of Unemployment Insurance Certificate, Act 4 of 2002, • Certified copy of Certificate of Incorporation (if tenderer is a Company), • Certified copy of Founding Statement (if tenderer is a Closed Corporation), • Certified copy of Partnership Agreement (if tenderer is a Partnership), • Certified copy of Identity Document (if tenderer is a One-man concern), • Joint Venture Agreement (if tenderer is a Joint Venture), • Curriculum Vitae of the person who prepares the Contractor's Health and Safety Plan, and • Curriculum Vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993). • Curriculum Vitae of all supervisory staff
F.3.4	Tenders will be opened immediately after the closing time for tenders. The location for opening of the tender offers, immediately after the closing time thereof shall be at: Main Entrance Foyer of OR Tambo House, Cnr St Andrews Street and Markgraaff Street, Bloemfontein, 9301, Free State Province
F.3.5	A two-envelope procedure will be followed. 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 functionality of the technical proposals offered by tenderers, then advice tenderers



DESCRIPTION:

	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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality
F.3.11.1	The procedure for the evaluation of responsive tenders is: Method 2 with functionality.
F.3.11.2	Scoring Financial Offer: Tender offers will be scored using the following formula: $N_{FO} = P_m / P \times W_1$ where N_{FO} = number of tender evaluation points awarded for the financial offer. W_1 = the percentage score given for financial offer as stated in the Notice and Invitation to Tender T1.1 P_m = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration. where W_1 = the number of tender evaluation points for financial offer and equals: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000. Scoring Preferences: Up to 20 points will be awarded to the tenderer who completes the preferencing schedule and who is found to be eligible for the preference claimed.
F.3.11.3	The functionality criteria and maximum score in respect of each of the criteria for a particular service are as follows: a) Tender offers scoring less than a minimum of 79 points for stage (2) in respect of the 105 total evaluation points for functionality will be regarded as non-responsive and removed from any further evaluation.
F3.13.1	Tender offers will only be accepted if: ❖ Bidders must provide the unique security pin issued by the South African Revenue Services before the closing of this bid. ❖ Bidders must be registered and active on the Central Supplier Database before the date of closing of this bid. A valid CSD master registration number must be provided to that effect. ❖ Pre-qualification criteria in line with the PPR of 2017: ○ Only from bidders who have B-BBEE level one (1) to three (03) of contribution certificate will be considered, i.e. Bidders who have B-BBEE Certificate Level four (04) to eight (08) contribution will not be considered. (Where trust, consortium or joint venture (including unincorporated consortia and joint ventures) they must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. An original or certified copy of the original must be attached. ❖ Attach a valid municipal services (water, sanitation, rates and electricity) clearance certificate or a current bill of account not owing more than ninety (90) days or a valid lease agreement with a current statement from the lessor not owing more than ninety (90) days. ❖ Duly completed and signed SBD Documents (SBD 1, SBD 4, SBD 8, and SBD 9). ❖ Duly completed and signed Annual Financial Declaration.



DESCRIPTION:

	❖ Minimum requirements for local content and production: ○ Duly Signed and Completed SBD 6.2 – Requirements for local production and content for steel products and components for construction. ○ Duly Signed and Completed SBD 6.2 – Declaration for local production and content: Requirements for local production and content for Electrical and telecom cables. ❖ A valid letter of good standing issued by the Department of Labour. ○ Each bidder must provide proof of compliance to Unemployment Insurance Fund (UIF) and Compensation for Occupational Injuries and Diseases Act (COIDA). ❖ Attendance of the mandatory clarification meeting the details of which are stated in the tender notice and invitation are eligible to submit tenders. ❖ All documents must be completed in writing with a black ink.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one.



PART T1: TENDERING PROCEDURES

T1.2 – Tender Data

Annexure A

Standard Conditions of Tender



PART T2: RETURNABLE DOCUMENTS

T2.1 - List of Returnable Documents



DESCRIPTION:

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

TENDER NO: DPWFS RFP 016/2021**DESCRIPTION:** SUPPLY, INSTALLATION AND MAINTENANCE OF CLOSED CIRCUIT TELEVISION, ACCESS CONTROL AND MAINTENANCE OF TURNSTILES AT VARIOUS PROVINCIAL BUILDINGS**T2.1 List of Returnable Documents**

The tenderer must complete the following returnable documents:

a. List of Returnable Documents required (Mandatory)

- **Evaluation criteria:**
 - Compliance with Mandatory requirement (1.1)
 - Non mandatory requirement (1.2)
 - Evaluation on Functionality (1.3)
 - Evaluation on price and preference forms part of envelope B.

b. Required for tender evaluation purposes

- Schedule of Plant and Equipment
- Schedule of the Tenderer's Experience (Particulars of Tenderers Projects)
- Certificate of Resolution of Board of Directors.
- Certificate of Resolution of Board of Directors to enter into a Consortia or Joint Venture.
- Certificate of Special Resolution of Consortia or Joint Venture.
- Schedule of Subcontractors

c. C1.1 Offer and Acceptance**d. C1.2 Contract Data (Part 2)****e. C2 Bills of quantities / Pricing Schedules****f. C3 Scope of Works****g. C5 Additional Returnable Schedules for tender evaluation purposes**

- A valid Tax Clearance Certificate issued by the South African Revenue Services.
- Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate),
- Valid Proof of Registration on the National Treasury's Central Supplier's Database must be accompany this bid
- Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
- Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
- Certified copy of Certificate of Incorporation (if tenderer is a Company),
- Certified copy of Founding Statement (if tenderer is a Closed Corporation),
- Certified copy of Partnership Agreement (if tenderer is a Partnership),
- Certified copy of Identity Document (if tenderer is a One-man concern),
- Joint Venture Agreement (if tenderer is a Joint Venture),
- Curriculum Vitae of the person who prepares the Contractor's Health and Safety Plan, and
- Curriculum Vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
- Curriculum Vitae of all supervisory staff
- OHS Plan



DESCRIPTION:

PART T2: RETURNABLE DOCUMENTS

T2.2 - Returnable Schedules



DESCRIPTION:

Record of Addenda to tender documents

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

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature.....

Date.....

Name.....

Position.....

Tenderer



DESCRIPTION:

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signature.....

Date.....

Name.....

Position.....

Tenderer



DESCRIPTION:

Compulsory Declaration

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

Section 1: Enterprise details

Name of enterprise	
Contact person	
Email	
Telephone	
Cell	
Fax	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Closed Corporation registration number	
---	--

Section 3: SARS information

Tax reference number	
VAT registration number	(state Not Registered if not registered for VAT)

Section 5: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporations Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary



DESCRIPTION:

Section 6: Record in the service of the state

Indicate, by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| ☐ a member of any municipal council | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Provinces | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any Municipal entity | ☐ an employee of Parliament of a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

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

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

Attach separate page if necessary

Section 7: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate, by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| ☐ a member of any municipal council | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Provinces | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any Municipal entity | ☐ an employee of Parliament of a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

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

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



DESCRIPTION:

Attach separate page if necessary

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

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

☐ Yes ☐ No (tick appropriate box)

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

Section 9: Declaration

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

- i) neither the name of the tendering entity, nor any of its principals, appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004); or
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) the tendering entity or any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;
- v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;
- vi) the tendering entity has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.

Signature.....

Date.....

Name.....

Position.....

Tenderer

NOTE 1: The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business



DESCRIPTION:

with the Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

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

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

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

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

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



DESCRIPTION:

SBD 1

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

BID NUMBER:	DPWFS RFP 016/2021	CLOSING DATE:	04 March 2022	CLOSING TIME:	11:00
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DESCRIPTION	SUPPLY, INSTALLATION AND MAINTENANCE OF CLOSED CIRCUIT TELEVISION, ACCESS CONTROL AND MAINTENANCE OF TURNSTILES AT VARIOUS PROVINCIAL BUILDINGS
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Ground Floor (Main Entrance Foyer)

O.R Tambo House (Lebohang Building);

Cnr. Markgraaff and St Andrews Street,

Bloemfontein, 9301

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TOCONTACT PERSON **Mr. M. Phasumane**TELEPHONE NUMBER **051 492 3861 / 066 307 2629**

FACSIMILE NUMBER

E-MAIL ADDRESS phasumanem@fsworks.gov.za**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**CONTACT PERSON **Mr. Thabiso Matsemela,**TELEPHONE NUMBER **060 992 8589 / 051 403 7852**

FACSIMILE NUMBER

E-MAIL ADDRESS matsemelas@fsworks.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
NUMBERSUPPLIER
COMPLIANCE
STATUSTAX
COMPLIANCE
SYSTEM PIN:

OR

CENTRAL SUPPLIER
DATABASE No:

MAAA

B-BBEE STATUS
LEVEL VERIFICATION
CERTIFICATE

[TICK APPLICABLE BOX]

☐ Yes ☐ NoB-BBEE STATUS LEVEL
SWORN AFFIDAVIT

[TICK APPLICABLE BOX]

☐ Yes ☐ 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?☐ Yes ☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN
BASED SUPPLIER FOR
THE GOODS /SERVICES
/WORKS OFFERED?☐ Yes ☐ No[IF YES, ANSWER THE
QUESTIONNAIRE BELOW]**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.



DESCRIPTION:

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:

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



DESCRIPTION:

SBD 4

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 **YES / NO**
presently employed by the state?

- 2.7.1 If so, furnish the following particulars:

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

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



DESCRIPTION:

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

YES/NO

DESCRIPTION:

of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

.....

.....

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

[illegible]

4 DECLARATION

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

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

Signature _____

Date _____

Position

Name of bidder



DESCRIPTION:



DESCRIPTION:

SBD 6.1

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

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 is to be between R30 000 and R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (b) Price; and
- (c) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;



DESCRIPTION:

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18



DESCRIPTION:

3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

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

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



DESCRIPTION:

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



DESCRIPTION:

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 CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**



DESCRIPTION:

Description of services, works or goodsStipulated minimum threshold

Electrical and Telecom Cables

90%

Solar PV components

70%

Structural Steelwork

100%

Plastic pipes and fittings

100%

3. Does any portion of the goods or services offered
have any imported content?
(***Tick applicable box***)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



DESCRIPTION:

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.



DESCRIPTION:

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



DESCRIPTION:

**Declaration of Supply Chain Management
Practices – SBD 8**



DESCRIPTION:

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		



DESCRIPTION:

SBD 8

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



DESCRIPTION:

PART T2.2: RETURNABLE SCHEDULES

Certificate of Independent Bid Determination – SBD 9

DESCRIPTION:

SBD 9

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.



DESCRIPTION:

SBD 9

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

DESCRIPTION:

SBD 9

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.



DESCRIPTION:

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



DESCRIPTION:

Annual Financial Statements Declaration

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:

☐ internally

☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]

☐ enterprise has had its financial statements audited;
 name of auditor

☐ enterprise is required by law to have an independent review of its financial statements
 name of independent reviewer

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signature.....

Date.....

Name.....

Position.....

Tenderer



DESCRIPTION:

SCHEDULE OF PLANT AND EQUIPMENT



DESCRIPTION:

Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature.....

Date.....

Name.....

Position.....

Tenderer

TECHNICAL PROPOSAL

DPWFS RFP 016/2021

SUPPLY, INSTALLATION AND MAINTENANCE
OF CLOSED CIRCUIT TELEVISION, ACCESS
CONTROL AND MAINTENANCE OF
TURNSTILES AT VARIOUS PROVINCIAL
BUILDINGS



public works &
infrastructure

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

DESCRIPTION:

Schedule of the Tenderer's Experience (Particulars of Tenderers Projects)

FORM: PARTICULARS OF TENDERERS PROJECTS			
Project title:	SUPPLY, INSTALLATION AND MAINTENANCE OF CLOSED CIRCUIT TELEVISION, ACCESS CONTROL AND MAINTENANCE OF TURNSTILES AT VARIOUS PROVINCIAL BUILDINGS		
Tender no:	DPWFS RFP 016/2021	Closing date:	04 March 2022
Advertising date:	11 February 2022	Validity period:	90 days

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required. Failure to furnish the particulars will result in the tender offer being disqualified from further consideration.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects: Appointment letter(s) must be provided to buttress the information supplied below.

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Present progress
1						
2						
3						
4						
5						
6						

TECHNICAL PROPOSAL

DPWFS RFP 016/2021

SUPPLY, INSTALLATION AND MAINTENANCE
OF CLOSED CIRCUIT TELEVISION, ACCESS
CONTROL AND MAINTENANCE OF
TURNSTILES AT VARIOUS PROVINCIAL
BUILDINGS



public works &
infrastructure

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

DESCRIPTION:

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Present progress
7						
8						
9						
10						
11						
12						

Name of Tenderer	Signature	Date

TECHNICAL PROPOSAL

DESCRIPTION:

DPWFS RFP 016/2021

SUPPLY, INSTALLATION AND MAINTENANCE
OF CLOSED CIRCUIT TELEVISION, ACCESS
CONTROL AND MAINTENANCE OF
TURNSTILES AT VARIOUS PROVINCIAL
BUILDINGS



1.2. Completed projects: Both appointment letter(s) and completion certificates linked to the project(s) listed below must be provided to buttress the information provided.

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

TECHNICAL PROPOSAL

DPWFS RFP 016/2021

SUPPLY, INSTALLATION AND MAINTENANCE
OF CLOSED CIRCUIT TELEVISION, ACCESS
CONTROL AND MAINTENANCE OF
TURNSTILES AT VARIOUS PROVINCIAL
BUILDINGS



**public works &
infrastructure**

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

Projects completed in the previous 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
11							
12							
13							

Name of Tenderer	Signature	Date



DESCRIPTION:

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Public Works and Infrastructure, Free State Province in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 2 *Mr/Mrs. /Ms.: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

- *Delete which is not applicable.
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.

ENTERPRISE STAMP



RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

held at _____ (place) on

(date) **RESOLVED that:**

1 The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Public Works and Infrastructure, Free State Province in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

2 *Mr/Mrs. /Ms.: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4 The Enterprise choose as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

TECHNICAL PROPOSAL

DPWFS RFP 016/2021

**SUPPLY, INSTALLATION AND MAINTENANCE
OF CLOSED CIRCUIT TELEVISION, ACCESS
CONTROL AND MAINTENANCE OF
TURNSTILES AT VARIOUS PROVINCIAL
BUILDINGS**

DESCRIPTION:



_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. Should the number of Directors / Members / Partners exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.

ENTERPRISE STAMP

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1	_____

2	_____

3	_____

4	_____

5	_____

6	_____

7	_____

8	_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public and Infrastructure Works, Free State Province in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

B. Mr/Mrs. /Ms.: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____

PART C1: AGREEMENT AND CONTRACT DATA

C1.2 - Contract Data

CONTRACT PERIOD

36 MONTHS

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

TENDER NO: DPWFS RFP 016/2021

DESCRIPTION: REQUEST FOR PROPOSAL (RFP) FROM SUITABLY QUALIFIED CONTRACTOR/S OR JOINT VENTURE FOR SUPPLY, INSTALLATION AND MAINTENANCE OF CLOSED CIRCUIT TELEVISION, ACCESS CONTROL AND MAINTENANCE OF TURNSTILES AT VARIOUS PROVINCIAL BUILDINGS FOR A PERIOD OF THREE YEARS ON BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE.

C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Contract (for supply and Installation)(April 2013), published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008).

NEC3 Term Service Contract (April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). For the maintenance and shall be signed with the successful contractor upon commissioning.

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract which requires it.

Part One – Data provided by the *Employer*

Clause	Statement	Data
1	General	

The *conditions of contract* are the core clauses and the clauses for main Option:

Clause	Statement	Data
of the NEC3 Engineering and Construction Contract		
10.1	The <i>Employer</i> is (name):	FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
	Address	P.O Box 690, Bloemfontein Medunmetse Building O.R Tambo House, 155 St Andrews Street, Bloemfontein. Saint Andrews Street, Bloemfontein
	Represented by HOD	E. MOHLAHO
	Tel No.	051 492 3734
	Fax No.	N/A
10.1	The <i>Project Manager</i> is	Allicia Cupido, Pr Tech Eng
	Address	Old Salga House Building, c/o Nelson Mandela Drive and East Burger Street, Bloemfontein
	Tel	066 307 2525 / 051 403 7851
	e-mail	cupidoa@fsworks.gov.za
	The <i>Supervisor</i> is	Matsemela Thabiso, Engineering Technician
	Address	First Floor, Old Salga House Building, c/o Nelson Mandela Drive and East Burger Street, Bloemfontein
	Tel	060 992 8589 / 051 403 7852
	e-mail	matsemelas@fsworks.gov.za
11.2(3)	The completion date for the whole of the works is.	144 weeks after the starting date (calendar weeks including Saturdays, Sundays, Public Holidays and excluding 3 week Annual Builders Break in December / ry)
11.2(13)	The <i>works</i> are	Installation of CCTV, Access Control and Maintenance for various provincial buildings
11.2(14)	The following matters will be included in the Risk Register	i) Permit requirements for electrical work. ii) As per technical risks check list
11.2(15)	The <i>boundaries of the site</i>	Within the Free State Province
11.2(16)	The Site Information is in	Part 4: Site Information

Clause	Statement	Data
11.2(19)	The Works Information is in	Part 3: Project Description.
12.2	The law of the contract is	The law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa
13.1	The language of this contract is	English
13.3	The period for reply is	2 weeks
2	<i>The Contractor's main responsibilities</i>	Data required by this section of the core clauses is provided by the Contractor in Part Two – Data Provided by the Contractor
3	<i>Time</i>	
30.1	The access date is	Whole of the works within two weeks of the starting date
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks after the Contract Starting Date
31.2	The <i>starting date</i> is	On signing this document by Employer and Contractor
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks
4	<i>Testing and defects</i>	
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the works per building
43.2	The <i>defect correction period</i> is	1 week
5	<i>Payment</i>	
50.1	The <i>assessment interval</i> is	On the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR).
51.2	The period within which payments are made is	4 weeks (30 Days) from date of certification by Project Manager.
51.4	The <i>interest rate</i> is	0 % per annum above the prime lending rate of the South African Banks.

Clause	Statement	Data
7	Title	There is no reference to Contract Data in this section
8	<i>Risks and insurance</i>	
80.1	These are additional <i>Employer's</i> risks	Not applicable
84.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Whatever the Contractor deems necessary in addition to that provided by the Employer.
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (COIDA) and the Contractors common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000(Five hundred thousand rand).
9	<i>Termination</i>	Shall be applied as per core clauses on the NEC3
10	<i>Data for main Option clause</i>	B Priced contract with bill of quantities
60.6	The <i>method of measurement</i> is	As stated in Part C2.1, Pricing Assumptions
11	<i>Data for Option W1</i>	
W1.1	The <i>Adjudicator</i> is (Name) Address Tel No. Fax No. e-mail	The Adjudicator will be appointed when the dispute arises
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Joint Civils Division of the South African Institution of Civil Engineering.(see www.ice-sa.org.za)

Clause	Statement	Data
W1.4(2)	The <i>tribunal</i> is:	Litigation
	The place where Litigation is to be held is	Free State
W1.4(5)	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1(a)	The <i>base date</i> for indices is (<i>month prior tender closing date</i>) 2021. The price adjustment shall be applicable to Schedules 1 – 7, Equipment listed and quantified in X3 shall be excluded from this calculation. The value of the monthly certificate shall be adjusted, using the Heylett formula. Adjustment will be made as published by Statistics South Africa in Statistical Release P01511: Contract Price Adjustment Provisions (CPAP) Work Groups Construction Materials Indices: Work group 160 for Electrical Installations and 190 for Lum sum preliminaries. [[0.75 x A][Certified date if Index/Base date Index]-1]	

X1.1(c)

Clause	Statement	Data
	The proportions used to calculate the Price Adjustment Factor are:	
	Proportion	Linked to Index for
	0.15	Labour Index
		Index Prepared by
		As published by Statistics South Africa in Statistical Release P01511: Contract Price Adjustment Provisions (CPAP) Work Groups Construction Materials Indices: Work group 160 for Electrical Installations and 190 for Lum sum preliminaries.
	Proportion	Linked to Index for
	0.60	Material Index
		Index Prepared by
		As published by Statistics South Africa in Statistical Release P01511: Contract Price Adjustment Provisions (CPAP) Work Groups Construction Materials Indices: Work group 160 for Electrical Installations and 190 for Lum sum preliminaries
	0.25	Non-adjustable
	1.00	

X3 Multiple currencies Will only be applied if indicated upon Tender stage

Clause	Statement	Data
X3.1	All imported materials from Schedule 3 – Equipment shall listed and quantified by the contractor indicating the applicable rate of exchange at the time of submission of the bid – these shall be excluded from clause X1 and shall only be adjusted in terms of rate of exchange fluctuations with application of the following formulae: $R = X (Y/Z - 1)$ R – the amount in Rands of adjustment X – the total amount in Rands of the imported item Y – exchange rate at closing date of tender Z – exchange rate at date of payment to supplier	
X3.2	No limit	
X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	2% per week of the outstanding works.
X13	Performance bond	
X13.1	The form of the performance bond	Is in the form set out in the document C1.3 Pro Forma Construction Guarantee
X13.1	The amount of the performance bond is	10% of the Contract Sum in the form of offer and acceptance.
X16	Retention (not used with Option F)	
X16.1	The <i>retention free amount</i> is	R0
	The <i>retention percentage</i> is	10% with a limit on retention money set at 10% of the contract price at the time of agreement made in terms of the form of offer and acceptance, or deducted from interim payments until limit of 10% of contract sum is reached per building.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Unlimited – The Contractor will be liable for the damage caused.

Clause	Statement	Data
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus R15 million first amount payable in terms of the <i>Employer's</i> assets policy.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The total of the Prices other than for the Additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for Defects due to his design which arise before the Defects certificate is issued, Defects due to manufacture and fabrication outside the Site, loss of or damage to property (other than the <i>works</i> , Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	(i) Ten years after the <i>defects date</i> for latent Defects and (ii) the date on which the liability in question prescribes in accordance with the prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter. A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i> , without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.
Z	Additional conditions of contract	The additional conditions of contract:

Clause	Statement	Data
Z1	Tax invoices	The Contractor's invoice. The Contractor submits his valid tax invoice one week after receiving a payment certificate from the Project Manager in terms of clause 51.1. Where the Contractor does not submit his valid tax certificate within the time required: • the period within which payment is made in terms of clause 51.2 and • the time allowed in clause 91.4 are extended by the length of time from the date when the Contractor should have submitted his valid tax invoice to the date when he does submit it. Invoices shall be separated per building as per Bill of quantity
Z2	Communications	Add to the end of the first sentence in core Clause 13.1: “excluding communication by a communications protocol allowing the interchange of short text messages between mobile telephone devices”
Z4	Notification of a compensation event	Replace “eight weeks” in clause 61.3 with “four weeks”.
Z5	Acts or omissions by mandatories	In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the Contractor hereby agrees that the Employer is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Contractor and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the Employer and the Contractor contemplated in section 37(2).
Z6	Operating Manuals	Contractor shall submit full set of manuals on completion.
Z7	Security clearance	All officials employed under this project shall be subjected to security clearance

Clause	Statement	Data
Z8	Subcontractors	Contractor shall sign the NEC 3 subcontracting short contract with subcontractors Subcontracting shall not exceed 30% of the contract value
Z9	Maintenance	Contractor to price for 3 years maintenance as set out in BoQ. Indicate % escalation on BoQ to enter a Service Term contract on completion of this projects.
Z10	Change in Technology	Should there be a change in Technology within the contract period. The supplier shall source three quotations and be eligible to 10% for profit and attendance
Z11	Identification of various buildings	The Officials of Department of Public works will identify the buildings within the contract period and will be dealt with individually for payments. Separate bills needs to be generated upon request.

Part Two - Data provided by the Contractor

The *Contractor* is advised to read the NEC3 Engineering and Construction Contract (April 2013) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data which is required.. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	.....
	Address	.....
		
		
		

Clause	Statement	Data
	Tel No.	.....
	Fax No.	.....
	e-mail	.....
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site	N/A
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	.....
	Job:	Project Engineering Technician / Contracts Manager
	Requirements	Minimum 5 years' experience Electronics Engineering Knowledge (Access Control and CCTV)
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	2 Name:	.....
	Job:	
	Requirements	
	Responsibilities:	.....
	Qualifications:	.....

Clause	Statement	Data
	Experience:	.....
	3 Name: Job Requirements Responsibilities: Qualifications: Experience:	..... ..... ..... ..... .....
	4 Name: Job Requirements Responsibilities: Qualifications: Experience:	 Health and Safety Representative (Minimum 3 years in similar projects)
11.2(14)	The following matters will be included in the Risk Register	.....
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	Part C3: Description of Work
31.1	The programme identified in the Contract Data is	.....

Clause	Statement	Data
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	Part C2.2: Bill of Quantities
11.2(31)	The tendered total of the Prices is in	Part C1.1 Form of Offer and Acceptance
X1	List of imported materials subject to rate of exchange adjustment (SCoIM – Specified Currency of Imported Material)	
	Material / Item	Exchange Rate (R x.xx / SCoIM 1.00)
		
		
		
		
		
		
		
		

PART C1: AGREEMENT AND CONTRACT DATA

C1.3 – Pro Forma Construction Guarantee

C1.3 Pro Forma Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

.....

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Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE,
Free State Provincial Government

Contractor means

Works means INSTALLATION OF CLOSED CIRCUIT TELEVISION, ACCESS CONTROL AND
MAINTENANCE OF TURNSTILES

Site means FREE STATE PROVINCIAL GOVERNMENT BUILDING

Agreement means NEC3 Engineering and Construction Contract (ECC) April 2013

Contract Sum : i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words

..... (Rands)

Guaranteed Sum means the maximum aggregate amount of

R

Amount in words

..... (Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

The Guarantor hereby acknowledges that:

Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Project Manager in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment.

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's

Guarantor's

Signatory 1..... Signatory 2

Witness 1..... Witness 2

Guarantor's seal or stamp

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PART C3: SCOPE OF WORKS

C3.1 – Description of Works

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

TENDER NO: DPWFS RFP 016/2021

DESCRIPTION: REQUEST FOR PROPOSAL (RFP) FROM SUITABLY QUALIFIED CONTRACTOR/S OR JOINT VENTURE FOR SUPPLY, INSTALLATION AND MAINTENANCE OF CLOSED CIRCUIT TELEVISION, ACCESS CONTROL AND MAINTENANCE OF TURNSTILES AT VARIOUS PROVINCIAL BUILDINGS FOR A PERIOD OF THREE YEARS ON BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE.

C2 Scope of Work

The Department of Public Works and Infrastructure in the Free State is committed to ensure a safety of its employees at the working place. The Department wants to control its assets and safety of its employees by providing the necessary electronic security at **various provincial buildings**. The existing electronic security system at the Department buildings include the following:

1. Biometric Access Control (Boom Gates).
2. Closed Circuit Television (CCTV).
3. Single Door Access Control (Turnstiles).

The existing security systems require upgrading and complete new installation in order to achieve the objective of protecting the Department's assets and provide a safe environment for Department's employees and visitors. The Contractor should be able to, among others perform the following:

- a. Assess, repair and install software (licence free) for turnstiles.
- b. Assess, repair and install software (licence free) for boom gates.
- c. Determine the total load for CCTV and install Internet Protocol Cameras.
- d. Test and commission the old and the new installations.
- e. All the services shall incorporated into one control room.
- f. The service provider shall do the tests on the primary supply to check if the power is sufficient to supply all the services. The certificate of compliance will be issued by the Contractor on completion of the installation and the tests.
- g. Service and maintain the services (Boom Gates, Access Control for turnstiles and CCTV) for a period of 3 years (36 Months) post commissioning.
- h. The Service provider shall comply with all relevant government legislation.

The scope of work entails the installation assessment, repairs, and upgrades to the existing electronic security systems at the **Various FSPG buildings**. The scope includes:

- a. **Biometric Access Control for boom gates:** The scope involves assessment, repairs or upgrades and integration of the security system including the hardware and software to control access.
- b. **Closed Circuit Television:** The scope involves assessment of the current installation and new installation of IP Bullet Cameras, Dome Cameras and PTZ cameras.

- c. **Access Control** (Air lock/ Security Booth turnstiles): The scope involves the assessment, repairs, reconstruction or upgrades and integration of the security system including the hardware and software to control access.
- d. New Installation, testing and commissioning.
- e. **Door Access Control:** The Scope involves assessment of the current installation, repairs and new installation of card reader/biometric reader and integration of software to the entire system.
- f. **Power Supply:** The power supply for all the services installed should be carefully checked to ensure that all necessary services can be supported simultaneously. It is advisable to use separate power supply with backup batteries for each service installed. The duration of standby shall not be less than 12hours.
- g. **Controllers:** Power supply, reader, door hardware, door contact, biometric shall be connected to a controller. The controller shall be capable of working offline should the network communication fail for any reason.
- h. **Service and Maintenance:** The successful Contractor will be required to deliver a service and maintenance plan of 36 months for all the services including the boom gates and turnstiles.

1. IP CCTV SURVEILLANCE SYSTEM – TECHNICAL SPECIFICATION

1.1 Design Concept and Scope of Work

1.1.1 Design Concept

The entire IP CCTV surveillance system shall control and monitor the main entrances, Server Room and the corridors of the government buildings.

All the corridors shall have IP Fixed dome camera to monitor the connecting corridors.

There is only one type of camera IP fixed dome camera and IP bullet indoor type shall be installed to monitor the movement of the people.

1.1.2 Scope of Works

- a. Supply, installation, testing and commissioning high quality fast-acting IP CCTV surveillance system along with power supply, power distribution and required accessories in the locations of all floors, parking area and the basement.
- b. The price quoted by the bidders should include all the expenses incurred in commissioning of all cameras with power supply, accessories and other devices complete with software.
- c. Provide an independent network that can be integrated to the purchasers network without degrading the perform supervisory specialists and technicians at the job to assist in all phases of system installation, start up and commissioning
- d. Cat 6cable/fiber cable connectivity with all required hardware up to purchaser's networking switches of LAN, locations of networking switches.
- e. 230 volts AC Power supply distribution from UPS to each location of cameras along with DBs, cabling work etc. with required accessories.
- f. Power supply unit as required for cameras.

- g. Training & handing over of all materials, equipment and appliances.
- h. Any other items/accessories required for installation, testing and commissioning of CCTV system.
- i. No extra cost shall be paid for miscellaneous items if required to complete the work as per the design concept.

1.1.3. Cameras baseline specifications

a. Camera Equipment:

All cameras provided shall be the product of a single manufacturer whose product have been UL rated.

b. Interior Wall Mount Camera Locations

Interior wall mount camera shall comply with the following specifications:

c. Camera

1/3" CCD Colour cameras incorporating the latest CCD technology shall be used throughout the facility. The camera shall require a maximum of 0.4 lux for usable video and 0.8 lux for full video. The camera shall include the following features:

- back light compensation – on/off
- an automatic shutter with an adjustable limit
- fixed or automatic white balance. Automatic sensing 3200K to 5500K
- Video output 1.0Vp-p plus minus 0.1 Vp-p, 75 ohms
- Aperture correction: horizontal and vertical
- Horizontal Resolution Minimum 582 TVL
- Auto shutter, 1/50 to 1/100 000
- BNC video out
- Working temperature minus 20 degrees to 50 degrees Celsius

The camera shall incorporate the latest digital signal processing technology, and shall offer enhanced video quality.

Innovative digital adjustment control will automatically set colour.

The camera shall be compatible with standard auto-iris and DC controlled lenses

The camera shall have the supply voltage of 24VAC or DC and shall be suitable for a **PAL B** colour system.

i. Camera lens

A 1/3" format camera lens with a 6mm fixed focal length is required. Image focusing shall be performed by the camera.

The auto iris and iris video input signal should have a supply voltage ranging between 8 and 12 VDC.

The lens shall be an auto iris lens with an f-stop iris range of 1.4 to 64.

The operating temperature of the lens shall be between minus 20 degrees and 50 degrees Celsius.

ii. Camera Housing

Internal housings shall be vandal-proof and suitable for a 1/3" format CCD camera. The housing shall be UL rated and include a camera-mounting cradle that can be rotated 180 degrees.

The housing shall contain an abrasion resistant viewing window. The rear end of the housing shall contain 3 fittings to permit the passing of the video, AC power and PTZ control wiring.

d. Interior Ceiling Locations

Interior ceiling mount cameras shall comply with the following specifications:

i. Camera

1/3" CCD Colour cameras incorporating the latest CCD technology shall be used throughout the facility. The camera shall require a maximum of 0.4 lux for usable video and 0.8 lux for full video. The camera shall include the following features:

- back light compensation – on/off
- an automatic shutter with an adjustable limit
- fixed or automatic white balance. Automatic sensing 3200K to 5500K
- Video output 1.0Vp-p plus minus 0.1 Vp-p, 75 ohms
- Aperture correction: horizontal and vertical
- Auto shutter, 1/50 to 1/100 000
- Horizontal resolution minimum 582 TVL
- BNC video out
- Working temperature minus 20 degrees to 50 degrees Celsius

The camera shall incorporate the latest digital signal processing technology, and shall offer enhanced video quality.

Innovative digital adjustment control will automatically set colour.

The camera shall be compatible with standard auto-iris and DC controlled lenses

The camera shall have the supply voltage of 24VAC or DC and shall be suitable for a **PAL B** colour system.

ii. Camera lens

- A 1/3" format camera lens with a 6mm fixed focal length is required.
- Image focusing shall be performed by the camera.
- The auto iris and iris video input signal should have a supply voltage ranging between 8 and 12 VDC.
- The lens shall be an auto iris lens with an f-stop iris range of 1.4 to 64.
- The operating temperature of the lens shall be between minus 20 degrees and 50 degrees Celsius.

iii. Maximum Security Ceiling Mount Housings

Ceiling mount housings shall be rated for maximum-security applications. These housings shall be used for all high security conditions where cameras are required, and shall be suitable for a 1/3" format CCD camera.

The housing shall be manufactured from cold-rolled steel and shall be equipped with a viewing window. The access doors shall be secured by a quality key lock.

Cable entry access shall be through the rear of the housing.

The housing shall include a slide out shelf with an adjustable mini tilt bracket to allow for camera mounting.

e. External Camera Locations

External mount cameras shall comply with the following specifications:

i. Camera

1/3" CCD Colour cameras incorporating the latest CCD technology shall be used throughout the facility. The camera shall require a maximum of 0.4 lux for usable video and 0.8 lux for full video. The camera shall include the following features:

- back light compensation – on/off
- an automatic shutter with an adjustable limit
- fixed or automatic white balance. Automatic sensing 3200K to 5500K
- Video output 1.0Vp-p plus minus 0.1 Vp-p, 75 ohms
- Aperture correction: horizontal and vertical
- Auto shutter, 1/50 to 1/100 000
- Horizontal resolution minimum 582 TVL
- BNC video out

- Working temperature minus 20 degrees to 50 degrees Celsius

The camera shall incorporate the latest digital signal processing technology, and shall offer enhanced video quality.

Innovative digital adjustment control will automatically set colour.

ii. **Camera lens**

For some outdoor applications fixed focal length lenses are required and for others pan tilt cameras are required under this contract as indicated in the camera schedule.

- **Fixed focal length camera lens**

Image focusing shall be performed by the camera. The auto iris and iris video input signal should have a supply voltage ranging between 8 – 12 VDC.

The lens shall be an auto iris type with an f-stop iris range of 1.4 to 64.

The operating temperature of the lens shall be between - 20 degrees and 50 degree Celsius

f. **Mounting Brackets**

All brackets shall be of the heavy-duty type.

g. **Outdoor use**

All brackets shall be suitable for outdoor use and shall be able to carry a load of at least 60kg.

h. **Indoor use**

All wall-mounted cameras shall be provided with locking, swivel, adjustable heads with an adjustable pan of 360 degrees and tilt of 180degrees.

i. **Monitors**

All CCTV monitors supplied shall be super high-resolution colour monitors.

2. ACCESS CONTROL SYSTEM – TECHNICAL SPECIFICATIONS

Access control system planned for DPWI buildings is an integrated solution that consists of hardware and software designed to control entry into selected areas and manage movement of people/vehicles within. The system is designed to increase security by defining access permissions based on area and time for each user and maintaining a log of all events. The access control is divided into three (3) subsystems namely:

- **Vehicle Access Control (Boom Gates):** Maintenance and upgrade of the existing system.
- **Employee and Visitors Access Control (Air lock/ Security Booth turnstiles):** Maintenance and Upgrade of the existing infrastructure using single door controller for each turnstile.
- **Door Access Control:** Maintenance and upgrade of the existing system.

2.1. Software

- a. There shall be no limitations on the number of PC workstations, readers and alarm inputs.
- b. The number of cards/users shall be limited only by memory available in hardware.
- c. At least 3 active cards per user shall be supported.
- d. At least 8 access levels per user shall be supported.
- e. Access levels should be assigned to a user, not to a card, in order to help issue a new card in a fast and easy manner, without reassigning access levels.
- f. The software shall support at least 4000 holiday dates and have automatic holiday rescheduling feature.
- g. The software shall have the ability to perform scheduled automatic database maintenance and backup tasks at user selected intervals and ability to configure the amount of history stored in the active database.
- h. The software shall have the ability to produce the following report types: system and alarm event reports, user reports, hardware configuration settings, access level reports, employee time & attendance reports.
- i. The reports shall be available in Adobe PDF and MS Excel formats.
- j. Report filters must be convenient and user friendly: allow operator preview user photos, content of access levels, hardware settings and time zone configuration.
- k. The software shall support an unlimited number of building floor plans.
- l. Floor plan viewing interface shall have convenient zoom in/out controls by mouse wheel.
- m. The software shall allow operator to conveniently edit floor plans by “dragging and dropping” hardware devices to selected plan areas.
- n. The software shall allow assigning custom icons to each floor plan in order to help operators identify floor plans quickly. The software shall have a wide selection of default icons as well.
- o. The software shall support “full-screen” mode that would take up 100% of the monitor area and prevent operators from starting or accessing any other programs.
- p. All configuration and user changes shall be sent to controller immediately. The software shall display the progress in percent as the changes are being downloaded. The downloading shall be done in background and not affect the normal use of the software in any way.
- q. The floor plans shall display real-time status of system hardware and allow operators to immediately see the effects caused by configuration changes.
- r. Dynamic search function shall be present in all windows of the program: search results shall be narrowed automatically as a key phrase is being entered. I.e. after entering characters “xy” the

- program shall locate and display all records containing these characters, and after typing in more characters shall refresh the results automatically.
- s. The software shall use an industry standard database engine released not earlier than 2005 and currently supported by the manufacturer.
 - t. The software shall have the ability to automatically display photos and additional information about users as they enter/exit through doors.
 - u. The software shall be available in the official language(s) of the country where it is being installed. If such language is not included in the standard installation, the software shall support user friendly translation method: simply replacing program text directly in the software ("on the fly"), without the need of sending any files to the manufacturer for compiling.
 - v. The software shall have a modern interface, attractively designed and convenient to use.
 - w. The software shall be adapted for operators who have not received any special training related to management of integrated security systems. Graphical user interface shall be intuitive. Introducing the system to a new operator shall not take more than 1 hour.
 - x. In order to reduce the amount of work done by an operator, the software shall incorporate an option to copy objects: users, doors, floor plans, time schedules, access levels and holidays.
 - y. The software shall facilitate integration with other systems of the building.
 - z. The software shall have the ability to transfer entry and exit events to HR systems with the purpose of work time calculation.
 - aa. The software shall store information and provide reports about visitors and appointments.

2.2. Hardware

- a. The hardware shall support open architecture. Communication protocols shall be available to system integrators and software development companies in order to protect end-users from being constrained to a single brand of hardware or software.
- b. The hardware shall support all industry standard readers that output information in Wiegand or Clock/Data formats (up to 128 bits).
- c. There shall be at least 2 types of controllers: (a) for one door with an entry reader and an exit button and (b) for one door with two readers (entry and exit) or for two separate doors with entry readers and exit button.
- d. There shall be an IP-reader available. The IP-reader shall integrate a contactless card reader and controller in a single body, designed for surface mounting on a wall or a door frame eliminating the need for enclosures. Project Description Page 17 31st October 2016
- e. Each controller and IP-reader shall have a standard RJ-45 network port for communication with software and other controllers.
- f. Controller and IP-reader shall support standard Ethernet 10/100BaseT network and TCP/IP communication protocol.
- g. Systems using Ethernet converters, adapters, or terminal servers that enable network connectivity for legacy controllers by tunneling RS-232/485 serial data over Ethernet shall not be acceptable.
- h. Single-door controller and IP-reader shall have at least 32Mb SDRAM operating memory and 8 MB Flash memory for database and events. Two-door controller shall have an option for expanding Flash memory to 32MB.
- i. All controllers and IP-readers shall use a 32Bit 100Mhz RISC processor (or better) in order to enable fast execution of advanced functions.

- j. Controllers and IP-readers shall use Linux operating system and accept firmware upgrades via network.
- k. All system parameters including card numbers, PINs, access levels, time schedules, holidays and operations modes shall be stored in controller and IP-reader memory and not affected in case of a power loss.
- l. Single-door controller and IP-reader shall have enough memory to store at least 40,000 users. Two-door controller shall have enough memory to store at least 250,000 users.
- m. In case communication with the host PC is interrupted, the controller and IP-reader must have enough memory to store at least 5000 latest events (FIFO buffer).
- n. Operation of controller and IP-reader shall be completely independent of the PC or "Master controller". Should the PC or the communication link fail, the users should not be affected in any way and all functions should continue working.

3. **Maintenance Work:**

A technician should be assigned to this agreement, and back up technicians should be available as required to give the **DPW & I** prompt service as required at all times. A **SP** account representative will be assigned to the **DPW & I**, and will be the primary contact for communications regarding this agreement. The **SP** should also have extensive technical support and parts inventory available to the **DPW & I** in the event as needed and local warehouses and national service distribution centre availability for express delivery in emergencies. The service provider (**SP**) should periodically examine, lubricate, adjust, and as the need arises repair or replace the components associated with maintenance.

At an additional cost to **DPW & I**, the **SP** shall be requested to install any additional components or accessories to the equipment which is recommended or required due to parts being unserviceable. Should any form of labor and/or material be required on any of these excluded components, these costs will be brought to the attention of **DPW & I** via a detailed written quotation who will then provide a separate order to cover these costs. Only good quality parts that are correctly designed, manufactured and suitable in all respects, shall be used.

3.1. **Customer Care – 24 hour Call-out Service**

The **SP** shall be required to have a toll free Customer Call Centre with a twenty-four hour emergency and breakdown service. The call centre should be ready is ready to receive telephone calls 24 hours a day, 7 days week, all year round. The call centre should be staffed by qualified 24/7.

The **SP** should assign a customer identification number, which must be referenced when a call is placed for the particular building or facility. The dispatchers will have access to the building's service call records, and will promptly relay the details of the call to the assigned technician.

The Customer Call Centre should be friendly and efficient as well as the associated response time, of which should be closely monitored by management. Response time should be kept to a minimum.

The cost associated with this customer care centre service will be included in this agreement.

3.2. Call-out Service

SP shall ensure that the frequency of equipment break-downs does not result in the target number of **twelve (12) Call-out Services** per unit per annum being exceeded.

The **twelve (12) month** period used to assess the Call-out service rate shall be the period from the date or anniversary date of the commencement of this agreement to end of the month preceding the following anniversary date or per calendar year as agreed to in advance.

3.3. Call-out Service Response Times

SP shall ensure at any time of the day or night, **Seven (7) days** a week, inclusive of all statutory holidays, throughout the maintenance period, that Technicians are available to respond to Call-out service with regard to emergencies or break-downs of the equipment. The response times to Call-out Service shall be on site within 3 hours and shall be the time the call is received by **SP** to the time the Technician arrives on site.

3.4. Performance agreement

An overall performance agreement will be structured and signed (by both parties) on the award of the contract to ensure compliance to the contract, as well as applicable penalties that would apply for non-compliance.

PART C3: SITE INFORMATION

C3 – Site Information

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

TENDER NO: DPWFS RFP 016/2021

DESCRIPTION: REQUEST FOR PROPOSAL (RFP) FROM SUITABLY QUALIFIED CONTRACTOR/S OR JOINT VENTURE FOR SUPPLY, INSTALLATION AND MAINTENANCE OF CLOSED CIRCUIT TELEVISION, ACCESS CONTROL AND MAINTENANCE OF TURNSTILES AT VARIOUS PROVINCIAL BUILDINGS FOR A PERIOD OF THREE YEARS ON BEHALF OF THE FREE STATE DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE.

C3. Site Information

The proposed site for development are located within the Free State Provincial and the project will be implemented on an ad hoc basis. The coordinates of the site shall be identified.

PART C4: ADDITIONAL RETURNABLE DOCUMENTS

TENDERERS NOTE:

The Additional Returnable Schedules for tender evaluation purposes must be attached in this section of the Bid document. These documents are as follows:

- A valid Tax Clearance Certificate issued by the South African Revenue Services.
- Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate),
- Valid Proof of Registration on the National Treasury's Central Supplier's Database must be accompany this bid
- Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
- Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
- Certified copy of Certificate of Incorporation (if tenderer is a Company),
- Certified copy of Founding Statement (if tenderer is a Closed Corporation),
- Certified copy of Partnership Agreement (if tenderer is a Partnership),
- Certified copy of Identity Document (if tenderer is a One-man concern),
- Joint Venture Agreement (if tenderer is a Joint Venture),
- Competent Construction Manager (CV and SACPCMP Registration) as per Construction regulations 8 (1)
- Curriculum Vitae of all supervisory as per Construction Regulations 8 (7)
- OHS Plan (Based on Site Specifications)