

MALUTI-A-PHOFUNG SPECIAL ECONOMIC ZONE REQUEST FOR BIDS/TENDERS



SPECIAL ECONOMIC ZONE
Maluti-A-Phofung
Free State, South Africa
Growing the Economy

Bid No:	MAPSEZ RFT 001/2022
Bid Description:	Request for Tenders/Bids for the provision of physical security services and armed response 24/7/365 days to the Maluti-a- Phofung-Special- Economic-Zone (MAPSEZ).
Advert Date:	19 August 2022
Briefing Date:	01 September 2022 at 11:00
Closing Date:	16 September 2022 at 11:00
Submission of bids	Tender Box at C/r Amanda and De Lange Street Tshiame Harrismith 9880

Company Name:	
Company CSD #:	MAAA
Company PSIRA #:	
Completed By:	
Email:	
Telephone:	
Mobile Number:	
Date:	

Inquiries

Procurement inquiries related to this RFQ can be forwarded by email to Ms. M. Setai at maphoka@mapsez.co.za

Technical inquiries related to this RFB can be forwarded by email to Thobane Guma or Vusmuzi Nyathi at thobane@mapsez.co.za or yusmuzi@mapsez.co.za

VERY IMPORTANT NOTICE ON DISQUALIFICATION

A bid not complying with the peremptory requirements stated hereunder will be regarded as being a “not Acceptable Bid” and as such will be rejected.

“Acceptable Bid” means any quote which, in all respects, complies with the conditions of the Specifications as set out in this document, including conditions as specified in the Preferential Procurement Policy Framework Act, 2000 and related legislation as published in Government Gazette No 20854, in terms of which provision is made for this policy.

Bidder are expected to:

- Submit bid on or before closing date and time
- Fill in the required information in all Forms/Bills
- Complete all Forms/Bills in black ink. Do not use pencils or correction fluid to make corrections
- Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. Do not scratch out, write over rates, paint over rates or use correction fluid
- Ensure that witnesses sign where required
- Attend the compulsory site/clarification meetings (if applicable)
- Attach to the bid documents a copy of a signed Joint Venture agreement (if applicable)
- Ensure that only the person authorized to do so may sign the quote offer
- Submit a valid Tax Clearance Certificate and a unique Security Personal Identification Pin issued by the South African Revenue Service (in the case of a joint venture, of all the partners in the joint venture) must be submitted with the bid document on closing date of the bid
- Register with the Central Supplier Database
- Register with the Construction Industry Development Board (if applicable)

Furthermore, the bid will be considered as not acceptable if:

- There are attempts by the bidder to influence, the evaluation and / awarding of the quote
- The bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004
- The bidder has abused the MAP-SEZ's Supply Chain Management System
- Irrespective of the procurement process followed, no award may be given to a person-

Who is in the service of the state, or

- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- who is an advisor or consultant contracted with the FDC or the MAP-SEZ in respect of contract that would cause a conflict of interest
- The bidder may only submit a quote on the documentation provided by the MAP-SEZ

Bidder: Initial of authorized signatory/ies

MAPSEZ: Initial _____

Witness: Initial _____

Bidder: Initial _____

Witness: Initial _____

Initial of authorized signatory/ies

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER

1. CLIENT, EMPLOYER, MALUTI-A-PHOFUNG SPECIAL ECONOMIC ZONE
2. BIDDER, CONTRACTOR, SERVICE PROVIDER
3. QUOTATION AND BID AND VARIATIONS THEREOF
4. JOINT VENTURE / CONSORTIUM

DOCUMENTS IN THIS BID DOCUMENT PACK

SECTION A: TERMS OF REFERENCE

PART 1	SCOPE OF WORK & SERVICE REQUIREMENTS
PART 2	EVALUATION TERMS & CONDITIONS
PART 3	GENERAL TERMS & CONDITIONS

SECTION B: RETURNABLE DOCUMENTS

PART 1	RETURNABLE DOCUMENTS
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Note: Documents in this section must be completed and returned with bids. Bidders are encouraged to set out their bids in the following format:

DOCUMENTS IN THIS BID DOCUMENT PACK

Respondents are to ensure that they have received all pages of this document, which consist of the following sections:

SECTION A

Note: Documents in this section are for information / instruction of respondents and may be withdrawn when returning bids:

☐ **Section A Part 1:** Terms of Reference (Evaluation Criteria Quality Scoring Support Forms)

☐ **Section A Part 2:** General Terms and Conditions

☐ **Section A Part 3:** General conditions of contract

SECTION B

☐ Returnable Documents

Note: Documents in this section must be completed and returned with bids. Bidders are encouraged to set out their bids in the following format:

Section B	Details	Bidder to tick in confirmation
Part 1	Invitation to Bid (SBD 1)	
Part 2	Pricing Schedule SBD 3.1, 3.2, or 3.3 (whichever is applicable / if applicable)	
Part 3	Bidders Disclosure (SBD 4)	
Part 4	Preference Points Claim form in terms of the Preferential Procurement Regulations 2011 (SBD 6.1.)	
Part 5	Declaration Certificate for Local Production and Content for Designated Sectors (SBD 6.2.)	
Part 6	CV Template(s)	
Part 7	Testimonials / References (where relevant)	
Part 8	Proof of registration with relevant Professional Body	
Part 9	Tax Clearance Certificate / Tax Status Pin (The tax clearance certificate requirements page must not be returned with the bids, a valid Tax Clearance Certificate / Tax Status Pin must be submitted with the bid)	
Part 10	An original / certified copy of a valid B-BBEE Certificate or an Affidavit signed by a Commissioner of Oaths	
Part 11	Resolution of Board Directors	
Part 12	Record of addenda	

SECTION A
PART 1 – TERMS OF REFERENCE

GLOSSARY

Term	Definition
Addendum	Any document issued by MAP-SEZ after the date of this Request for Quotations and labelled as an "Addendum" to this Request for Proposals; collectively known as "Addenda".
MAPSEZ	Means Maluti a Phofung Special Economic Zone, subsidiary of the FDC.
FDC	Means the Free State Development Corporation, the licence holder of the MAP-SEZ.
Business Day	A day other than Saturday, Sunday and any other day not taken to be a public holiday in New South Wales.
Closing Date	The date specified on the cover of this Request for Quotations
RFQ Process	The process commencing on the issuing of this Request for Quotations and concluding when MAPSEZ has notified each Recipient whether or not it has been shortlisted, or upon the earlier termination of the process by MAPSEZ.
Bidder / Respondent / Service Provider	A person in receipt of this Request for Quotations, who intends to respond to the request. And is interchangeable with the terms Quotes, Service Provider, Applicant, Bidding Entity and Supplier.
RFB	This document, including its schedules, attachments and appendices. It is interchangeable with the term Bid.
Response	The document submitted by a Bidder to deliver the Services in response to this Request for Tenders
Services	The services described in the section entitled "Scope of Work"

1. BID DETAILS

- 1.1. **Advert Date:** 19 August 2022
1.2. **Compulsory Briefing Session:** 01 September 2022 at 11:00
1.3. **Closing Date:** 16 September 2022 at 11:00

2. CONTACT DETAILS

- 2.1 All inquiries or any further information (if required) regarding the technical specifications of this tender, may be obtained from the MAPSEZ at yusmuza@mapsez.co.za or thobane@mapsez.co.za

3. BACKGROUND OF THE MALUTI-A-PHOFUNG SPECIAL ECONOMIC ZONE

- 3.1. The Maluti-a-Phofung Special Economic Zone (MAPSEZ) was designated as an Industrial Development Zone by the Department of Trade, Industry and Competition in September 2015 and was subsequently converted to a Special Economic Zone (SEZ) after the promulgation of the SEZ Act no 16 of 2014 in February 2016.
- 3.2. On the 27 April 2017, the Entity was officially awarded the SEZ Operator Permit and the Free State Development Corporation (FDC) was awarded the SEZ License.
- 3.3. The main objective of the MAPSEZ is to attract foreign and direct investment and to stimulate the local economy as well as to create permanent and temporary work opportunities for the people of the Free State and in particular the Maluti-A-Phofung region.
- 3.4. The Zone is nested on 1038 hectares of land in Tshiame, Harrismith. The security services required are confined within the Zone in Harrismith.

4. PRODUCT OFFERINGS OF THE MALUTI-A-PHOFUNG SPECIAL ECONOMIC ZONE

4.1. The MAPSEZ currently has around 25 Factories operating inside the Zone. The MAPSEZ is designated to attract investors in the following Sectors:

Priority Sectors	
•	Automotive Sector
•	Agro Processing
•	Logistics
•	Food Processing
•	General Processing
•	Information Technology & Communication

5. MALUTI-A-PHOFUNG SPECIAL ECONOMIC ZONE LOCATION AND AREA OF OPERATIONS

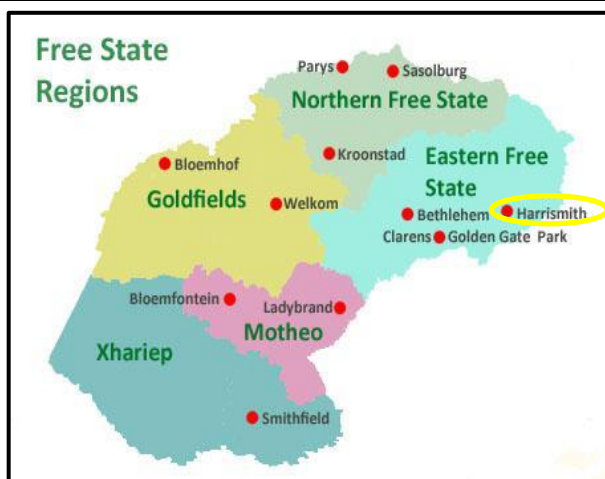


Figure a MAPSEZ Provincial Location

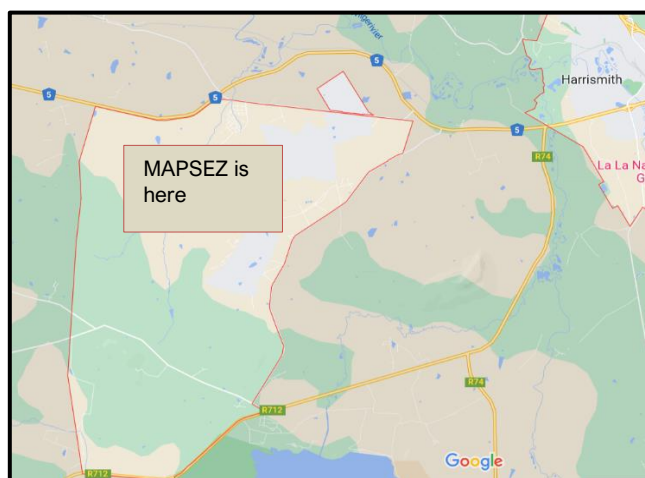


Figure b MAPSEZ Regional Location

5.1. The MAPSEZ is located on 1038 Ha of land and is divided into four precincts as per the below picture.

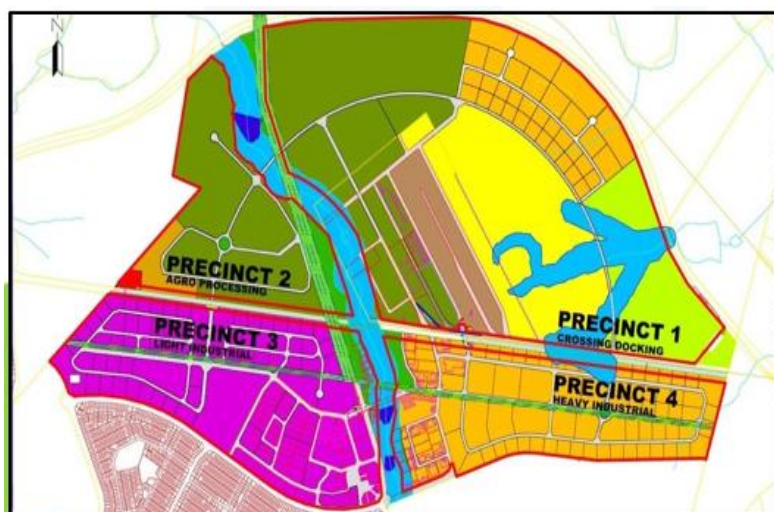


Figure c MAPSEZ area of operations

6. PURPOSE OF CONTRACT

6.1. The purpose of this contract is to procure the services of security services provider(s) who is registered with the Private Security Industry Regulation Authority (PSIRA) to provide physical security services and armed response 24/7 a day for 365 days a year for the MAPSEZ.

6.2. The services of the successful tender will be:

Requirements	
a.	Provision of physical security
b.	Patrolling servicing
c.	Provision of equipment
d.	Provision of standard issue equipment
e.	Installation and maintenance of CCTV systems

6.3. Shifts – 2 shifts per day (06:00 to 18:00 and 18:00 to 06:00)

7. NATURE OF CONTRACT

7.1. The duration of the contract will be three (03) years and will be subject to a performance contract which will be entered into with the successful bidder. MAPSEZ reserves the right to award the contract in whole or in part for some of the sites, or not to award at all.

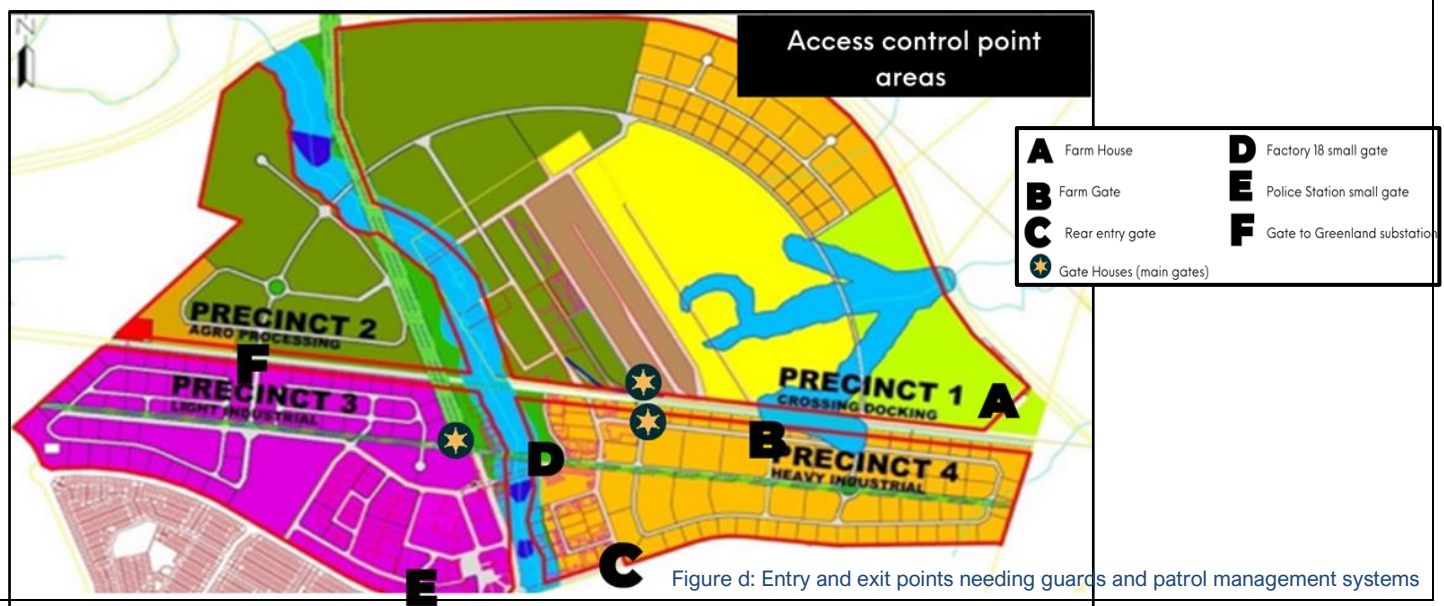
7.2. The Contractor shall employ every lawful means to prevent loss of property through damage, theft, fire sabotage and other occurrences by providing the below listed services to the MAPSEZ.

8. REQUIRED SERVICES

8.1. Physical Security – Access Control:

8.1.1. Access Control shall include but may not be limited to monitoring entry and exit of vehicles and Persons into MAPSEZ property inclusive of other related areas within its area of jurisdiction.

8.1.2. The entry and exit access points requiring the stationing of security personnel are depicted in the map listed below.



8.2. Patrolling duties:

8.2.1. Patrolling duties shall include but may not be limited to the physical patrolling of MAPSEZ properties. The service provider will be required to patrol an excess of 17 points on foot or with quad bikes or patrol vehicles.

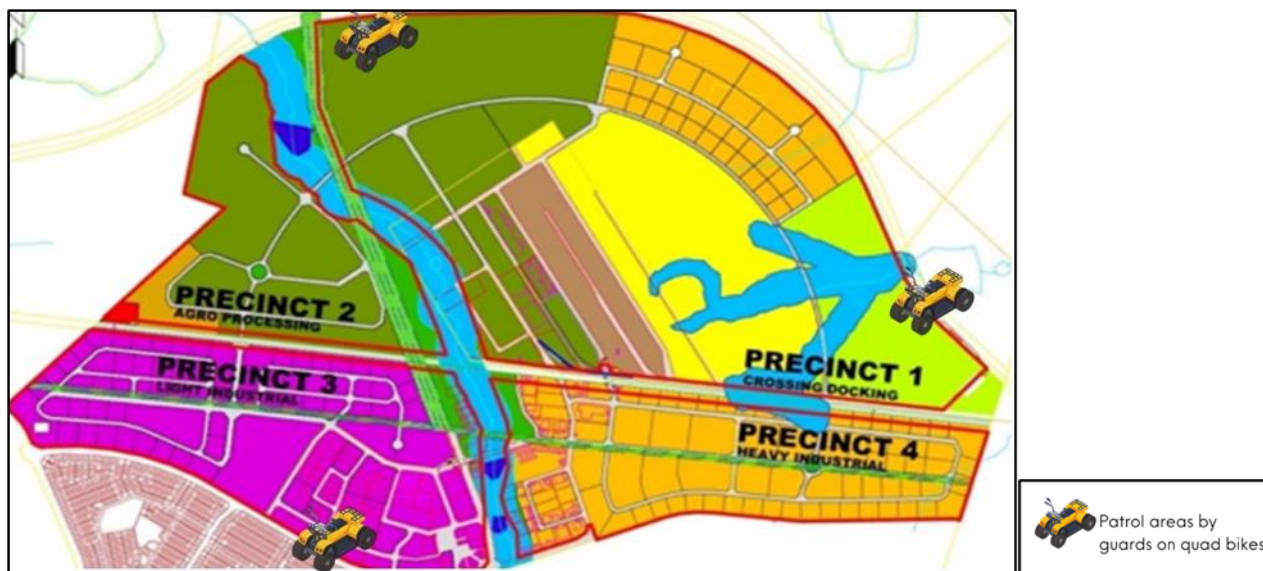


Figure f: areas to be patrolled by security personnel & where mac touch points are to be installed

8.3. Provision of equipment

8.3.1. In addition to the provision of access control and physical security services, the successful service provider will be expected to also provide the following goods:

- Development and printing of access cards for employees working at MAPSEZ factories. These access cards will ensure that the service provider and MAPSEZ are able to keep track of the personnel entering and exiting the SEZ.
- Provision of security radios for SEZ main gates and the other security points as follows:

Equipment Required	Total Quantity Required	Radio Location	
Base Radio	10	One	Gate House 1
		One	Gate House 2
		One	Gate House 3
		One	Area A (Farm house)
		One	Area B (Farm gate)
		One	Area C (Rear entry gate)
		One	Area D (Factory 18 small gate)
		One	Area E (Policy Station small gate)
		One	Area F (Greenland substation entry gate)

Table – 1

Two-way radio	6 sets of two-way radios	One set	Perimeter patrol guard area 1 (day shift)
		One set	Perimeter patrol guard area 2 (day shift)
		One set	Perimeter patrol guard area 3 (day shift)

Table -1

8.3.2. Provision of ten (10) electrified guardhouses made from prefabricated material and guard houses must have ceilings, lights and charging points. The guardhouses will be stationed at the areas highlighted in the map below:

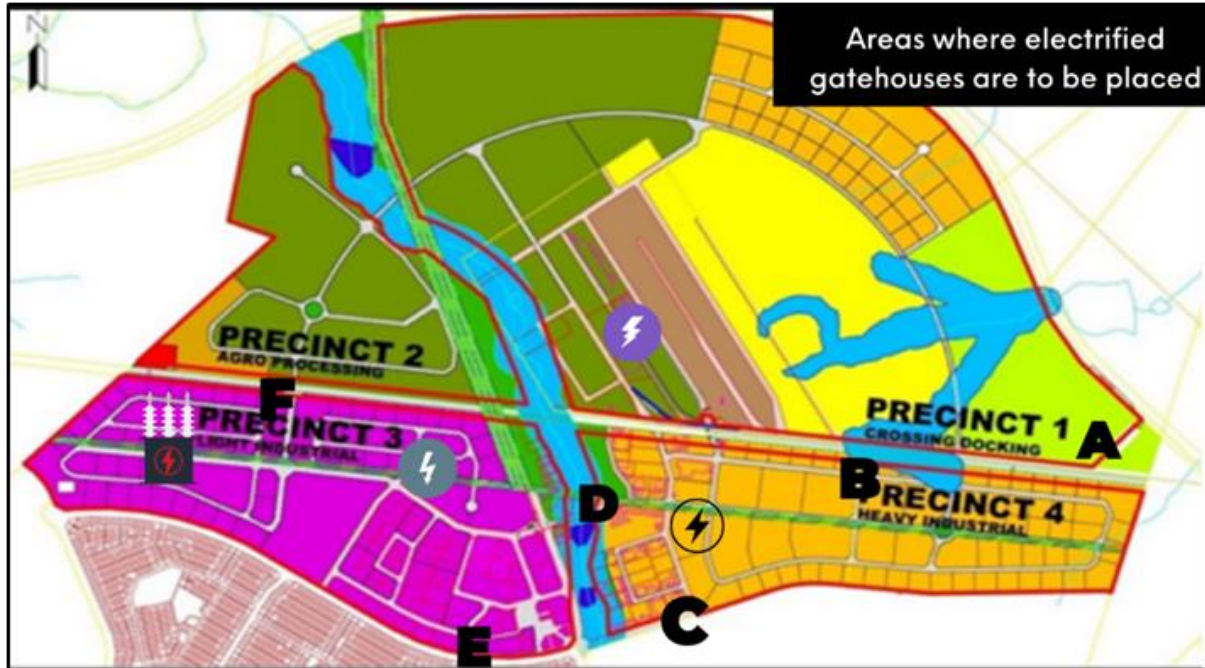
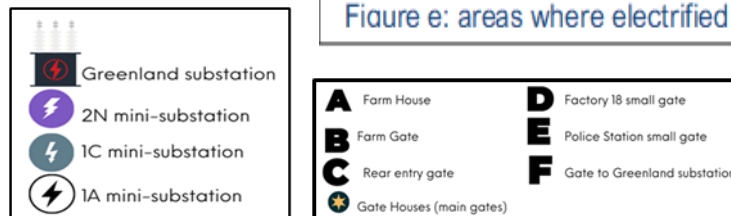


Figure e: areas where electrified gatehouses are to be placed



8.3.3. The service provider must also install and maintain the patrol management points (mac touch points) for each and every site as follows:

- Patrol management points at 3 main gatehouses
- Patrol management points at 6 additional entry and exit gates (see figure d above)

Equipment Required	Total Quantity Required	Radio Location
Mac touch points	10	One Gate House 1
		One Gate House 2
		One Gate House 3
		One Area A (Farm house)
		One Area B (Farm gate)
		One Area C (Rear entry gate)
		One Area D (Factory 18 small gate)
		One Area E (Policy Station small gate)
		One Area F (Greenland substation entry g
		One Perimeter patrol guard area 1
		One Perimeter patrol guard area 2
		One Perimeter patrol guard area 3

Table – 2

8.3.4. The service provider shall generate weekly reports and submit to the MAPSEZ delegated Manager.

8.3.5. **Panic Buttons** - the service provider must provide working panic buttons at all sites; each site must have a movable panic button that can be held on the person of the guard stationed at a particular site. The panic buttons must be linked to the security control room of the service provider. *(Panic button for each personnel event those on bikes)*

8.3.6. **Standard issue equipment** - as Standard Issue, the successful Contractor shall provide all equipment for the guards such as uniforms, batons, hand held scanners, torches, communication radio's and/or cell phones and other related items he may deem necessary to fulfill his duties. All equipment provided shall be recorded in the equipment register and shall be kept on the site and will be operational at all times.

8.3.7. **CCTV Cameras** – a number of 67 CCTV cameras with infrared will be required for installation at key areas to be given to the contractor by the SEZ. The feed of these cameras should be in the control room.

8.4. Quantity Requirements

8.4.1 It is expected that the successful Tenderer will provide 24-hour security services at MAPSEZ premises and other related areas within its area of jurisdiction as listed in table 4 below.

8.4.2 The quantities depicted in table 4 below is for the Physical Security guards, Quad Bike Patrol, panic buttons, patrol monitoring systems and security registers (security registers must be inclusive of the following; Pocketbooks, Visitors Registers, Time Registers, After Hours Registers, Equipment Registers and Occurrence Books). All costing must be reflected on a monthly basis.

8.4.3 These quantities are given in good faith and without commitment to MAPSEZ.

8.4.4 MAPSEZ reserves the right to increase or decrease the scope of the service required as determined by the prevailing circumstances at the time.

8.3.5 The Contractor shall be bound to supply whatever quantities MAPSEZ actually requires during the period of the contract, irrespective of the extent by which the total quantities ordered may vary from that set out in the Table 1 or anywhere else in the tender document at the same rate, terms and conditions.

8.3.6 During the duration of the contract the same rates will apply for guards required on an as and when basis (Adhoc)

9. ADDITIONAL REQUIRED SERVICES

9.1 Guard Duties:

- Guard duties shall include but may not be limited to physical guarding of MAPSEZ assets and properties.

9.2 Protection Duties:

- Protection Duties shall include but may not be limited to escorting MAPSEZ personnel as and when required.

9.3 Assistance with labor unrest:

- Assistance with labor unrest shall include but may not be limited to provision of additional security officers during labor unrest, crowd and riot control. The security officers must be skilled and qualified to handle out of control crowds. The service provider must be able to provide this service at short notice. Bidders must be able to provide a contingency plan for unrest situations.

9.4 Key Control:

- Key Control shall include but may not be limited to safekeeping of keys, opening and locking of entrances.
- MAPSEZ shall hold the Contractor responsible for losses that occur because of lack of key control by the Security Officers. The successful bidder will be required to hold third party liability insurance in the amount of R3.0 million to cover these losses and other third-party liabilities.

9.5 Armed response:

- Armed response shall include but may not be limited to armed response to raised alarms to the bidders control room which must be supported by armed response. The armed guards onsite must be trained in such a way that they can provide armed response if needed onsite.

9.6 Patrol car visit:

- Each supervisor must visit each site for a minimum of four times per shift using the patrol car.

10. PERFORMANCE MANAGEMENT SYSTEM

10.1 In our quest to make MAPSEZ a safe and secure place to work, we are constantly striving to improve our security and ensure that the highest levels of performance are achieved by our security provider.

10.2 As part of ensuring that high performance levels are maintained, a Performance Management System will be included in the security service contract.

- 10.3 This security performance management system will allow MAPSEZ to assess/manage the performance and the services rendered by the security service provider on a monthly basis.
- 10.4 This approach further provides grounds for penalizations for none compliance to performance expectations for up to a maximum of 25% per site of the monthly service fees. On a yearly basis the security service provider would be expected to score a 75% average on the performance assessments, failing to do so MAPSEZ reserves the right, without liability and without prejudice to any other remedies it may have, to terminate the contract within a one-month notice period.

11. SCOPE OF CONTRACT

- 11.1 The contract entails the provision of 24-hour security guards at the MAPSEZ.
- 11.2 Two shifts per day (06:00 to 18:00 and 18:00 to 06:00)
- 11.3 The Contractor shall deploy only security personnel registered with the Private Security Industry Regulatory Authority on MAPSEZ sites. The Contractor shall ensure that all Security personnel on duty (on MAPSEZ sites) will carry up to date registration / employee identification card with the PSIRA numbers on their person at all times.
- 11.4 The Contractor shall train his personnel to ensure that all security personnel deployed on MAPSEZ premises will handle themselves in a professional, friendly and helpful manner at all times and are able to discharge all duties required by the contract.
- 11.5 The Contractor shall ensure that all security personnel deployed to specific MAPSEZ sites will wear appropriate clean uniforms at all times whilst on duty, without exception.
- 11.6 The Contractor will supply the uniforms for this contract.
- 11.7 All the Contractor personnel uniforms must bear the Contractor's company logo at all times.
- 11.8 All the Contractor's personnel deployed at MAPSEZ sites must wear name- tags at all times.
- 11.9 All the Contractor's personnel deployed on MAPSEZ premises should be able to read write and speak English.
- 11.10 All Contractors' personnel deployed on MAPSEZ premises should be mentally and physically fit to performing the assigned duties.
- 11.11 The service provider must do vetting (which includes PSIRA registrations, criminal checks, LCRC and other background checks) on personnel deployed on MAPSEZ premises. MAPSEZ reserves the right to do further vetting.
- 11.12 MAPSEZ reserves the right to review the minimum requirements.

- 11.13 MAPSEZ Security Risk Management reserves the right to instruct the Contractor to remove any personnel who, in MAPSEZ opinion, is unable to perform their duty.
- 11.14 The Contractor must indicate what procedures will be put in place for proper clocking/attendance system.
- 11.15 The clocking/attendance system must be able to automatically generate monthly reports, time keeping and incidence registers. The monthly reports from the clocking machine/attendance system shall be submitted to MAPSEZ as supporting documentation to invoices.
- 11.16 The Contractor shall ensure that the guarding of the premises is continuous and uninterrupted. To this end, the Contractor must ensure that no Security Officer is allowed to 'Desert or Abandon' his/her posts without being properly relieved by another Security Officer.
- 11.17 The Contractor shall supply Visitors Registers, Attendance Registers, After Hours Registers, Equipment Registers and Occurrence Books to be made available at all guard posts. The Contractor shall maintain and store all registers. (The registers remain the property of MAPSEZ.) All full registers must be returned to the Security Risk Inspector / manager of that particular site who will sign on the last page of the register as well as the first page of the new register to confirm that he has seen the registers.
- 11.18 The Contractor shall, provide MAPSEZ with one site manager who must meet the following requirements:
- a) Grade B PSIRA registered
 - b) Must be able to conduct investigations,
 - c) Must be able to proficiently communicate and write reports
 - d) Be provided with the necessary logistics to efficiently conduct his work

MINIMUM WAGES AND RETENTION STRATEGY

- 11.19 The successful contractor shall pay all his Security Officers in line with the minimum wages as laid down per statutory requirements. (Basic Conditions of Employment Act, No. 75 of 1997, Sectorial Determination 3: Private Security Industry Regulatory Authority: South Africa), as amended and increase will be determined according to the Sectorial Determination, determined and published with Private Security Industry Regulatory Authority.
- 11.20 On all the PSIRA increases due to the contractor, the relevant documents will be submitted to MAPSEZ Chief Financial Officer, and after verification, the increase will be authorized and sent to the relevant Unit for calculations and implementation. Apart from this, no other escalations or prices increases will be entertained.
- 11.21 The Contractor shall, before starting with the contract, provide detailed retention strategy covering how the contractor is going to ensure that security officers do not resign at a high rate.

12. CONTINGENCY PLAN

12.1 The Contractor shall, before starting with the contract, provide detailed contingency plans to cover the following scenarios:

- (a) Provision of additional Security Officers in the case of a strike by MAPSEZ personnel or local unrest.
- (b) Provision of additional Security in the case where MAPSEZ will be hosting events such as launching of new successful Investors/Factories, Exhibitions for investment promotion which includes local and foreign investors and dignitaries.
- (c) Provision of security services to MAPSEZ properties in the case of a strike by the Contractor's personnel.
- (d) Provision of additional Security personnel in the case of ad-hoc intensified security checks on personnel and/or vehicles. The security manager at the MAPSEZ will approve detailed contingency plan for each site. The contingency plan will give the number of additional personnel and equipment provided and will be kept by that Manager.

13. DOCUMENTS TO BE PROVIDED

13.1 The successful Tenderer shall provide the following information to the Manager of a particular MAPSEZ premises:

- 1 List of contact numbers (day and after-hours numbers)
- 2 List of Supervisors (day and after-hours numbers) who can authorize work to be rendered on the specific site.

13.2 List of Security Officers working on a particular site detailing:

1. Name and Surname
2. Company number (identification number) and Personal Identification number.
3. Private Security Industry Authority (PSIRA) registration number
4. Private Security Industry Authority (PSIRA) grading
5. The list must be updated whenever Security Officers', or Supervisors' details or contact numbers change

14. FIRE

If a fire is detected on MAPSEZ site or premise, then the Security Officers must immediately inform the nearest fire brigade. Thereafter the Security Officer must inform his immediate Supervisor, and the MAPSEZ Security Risk Manager. The incident must be recorded in the Occurrence Book.

With due regard to safety and where the fire appears to be extinguishable the Security Officer must attempt to extinguish it.

The Security Company shall provide a report of the fire to the Security Risk Manager of the MAPSEZ premises within 24 hours of the incident.

Agreed Emergency Contact numbers to be kept at the control room. The emergency contact numbers must be verified on a three-monthly basis.

The following telephone numbers must be kept prominently displayed at each site:

- I. Ambulance numbers
- II. Nearest South Africa Police Services station numbers
- III. Nearest Fire Brigade numbers
- IV. Security Risk Manager of the site contact numbers (day and night)
- V. Manager of the site, contact number (day and night)
- VI. Supervisor (from Security Company) contact number (day and night)
- VII. Any other emergency or contact number that may be deemed to be necessary

15. WARRANTIES

The Contractor warrants that the price offered to MAPSEZ is not less favorable than prices offered to other Contractor's clients of the contractor for similar services.

MAPSEZ reserves the right to negotiate the price before the award of tender or after the award of the tender.

16. PENALTIES

If the contractor fails to deliver the service as stipulated, then MAPSEZ shall at its discretion deduct the penalty in the amount detailed below and, in addition claim any damages suffered because of the breach.

Item	Breach	1 st Breach	2 nd Breach	3 rd Breach
1	Security Officer not posted	Penalty equal to cost of one twenty-four-hour shift plus written warning.	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus final written warning
2	Security Officer without basic equipment or with unserviceable equipment	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
3	Security Officer leaving his post before the arrival of the relief Security Officer	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
4	Failure to provide a register or Occurrence book at a particular site.	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
5	Failure to provide Security Officers with correct grades as per job description.	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
6	Failure to comply with the Job Description.	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning

7	Security Officer absent from post	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
8	Security Officer sleeping whilst on duty	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
9	Security Officer under influence of liquor or habit-forming drugs	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
10	Use of Security Officers not registered with PSIRA	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
11	Security Officer unable to produce a valid/current Security Officers Registration card.	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
12	Security Officer unable to produce a valid/current legible Company name tag.	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
13	Security Officer not in uniform or improperly dressed.	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
14	Security Officer refusing to take lawful instruction, or unable to carry out lawful instruction, or negligent in carrying out lawful instruction.	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning

15	Relief Security Officer posted late.	Written warning.	Penalty equal to cost of one twenty-four-hour shift plus a written warning	Penalty equal to cost of two twenty-four hour shifts plus a final written warning
16	Failure to offer induction training to new security officers or officers posted to new sites	Written warning.	Penalty equal to cost of one twenty-four-hour shift plus a written warning	Penalty equal to cost of two twenty-four hour shifts plus a final written warning
17	Failure to timeously inform MAPSEZ Security department about changes in posting of security officers	Written warning.	Penalty equal to cost of one twenty-four-hour shift plus a written warning	Penalty equal to cost of two twenty-four hour shifts plus a final written warning

Table 3

NB: The penalties are per Security Officer or piece of equipment or per register and are cumulative.

17. SUPERVISION

Each guard-post or site shall be visited a minimum of four times per shift. These visits, including time of visit and name of supervisor undertaking the visit must be recorded in the Occurrence Book in red.

18. GUARD ROOM OR SHELTER

The successful service provider shall provide:

- Electrified guardhouses made from prefabricated material and must have ceilings, lights and chagrining points
- Electrical heaters, fans and kettles for use bly security officers at all times.
- MAPSEZ will provide ablution facilities for the Security Officers.

19. ARMED RESPONSE

The successful Bidder shall operate a control room operated 24 hours 7 days a week. The Control room must be backed by the onsite armed response (constituted by existing security guards) to raised alarms / panic buttons. The armed response should be able to reach any raised alarm at MAPSEZ site within fifteen minutes or sooner. Random testing will be conducted by MAPSEZ to test response time.

The supervisors shall be stationed at the control room that will be situated at the MAPSEZ head office. The Supervisors will operate form the control room and periodically leave the premises to conduct their site visits / patrols.

20. TIME FOR COMPLETION

This is a three-year contract; however, the contract will be awarded for a period of one year and will be renewable year on year under the same conditions, subject to satisfactory performance by the successful bidder. However, during the first year, should the service provider not be performing according to expectation, the MAPSEZ reserves the right to terminate the contract within a one-month notice.

21. PRICING

All costing must be reflected for a Monthly basis.

Price Breakdown: reflect cost breakdown on a monthly basis in SA Rands							
ACCESS CONTROL AREA GUARDS							
No	No of Guards Required	Area to be stationed	Grade	Armed / unarmed	Shift	Unit Price per guard per month	Amount Two guards per month
ACCESS CONTROL POINTS							
1	Two	Gate 1	C	Unarmed	Day/ Night		
2	Two	Gate 2	C	Unarmed			
3	Two	Gate 3	C	Unarmed			
4	Two	Farmhouse	C	Unarmed			
5	Two	Police station small gate	C	Unarmed			
6	Two	Factory 18 small gate	C	Unarmed			
7	Two	Farm 1 small gate	C	Unarmed			
8	Two	Greenland substation	C	1Unarmed 1 armed			
9	Two	Gate to Greenland substation	C	Unarmed			
11	Two	Head Office	C	Armed			
13	Two	1C switching station	C – armed	1 armed			
14	Two	2N Switching station	C – armed	1 armed			
15	Two	1A Switching station	C – armed	1 armed			
Total for guards at access control areas (per guard per month)							
Vat							
Total including vat							

No	Patrol Vehicles (Internal and External)				Unit Price	Total Price	
1.	Internal Vehicles						
	Precinct where vehicle will be stationed	Vehicle Type	Guard Grade / Type	Shift(s)			
	1.1.	Precinct 1 & 2 = 1 Vehicle	Sedan / Bakkie	Three armed guards with three patrol vehicles Grade C guards	Day / Night		
	1.2.	Precinct 3 = 1 Vehicle	Sedan / Bakkie				
1.3.	Precinct 4 =1 vehicle	Sedan / Bakkie					
Total Price excluding vat							
Vat @15%							
Total Price including vat (these are rates for one month)							

No.	External Vehicles (Quad Bikes)				Unit Price	Total Price
2.	Precinct where bike will be patrolling (stationed)	Vehicle Type	Guard Grade / Type	Shift(s)		
2.1.	Precinct 1 North	Quad Bikes	Three armed guards with three patrol vehicles	Day / Night		
2.2.	Precinct 1 East		Grade C guards			
2.3.	Precinct 3 South					
Total for guards at periphery areas						
Vat						
Total including vat (these are rates for one month)						

No.	Control Room Guards (located at MAPSEZ Head Office)				Unit Price per guard per month	Amount per guard per month
	Description	Grade	Quantity	Armed / Unarmed		
1.	One supervisor per shift (shift one – 06:00 to 18:00)	B	1	Armed		
2.	One supervisor per shift (shift two – 18:00 to 06:00)	B	1	Armed		
2.	Guard monitoring the CCTV footage	C	1	Unarmed		
3.	Guard monitoring, he CCTV footage	C	1	Unarmed		
Total Price						
Vat						
Total Price						

Annual Cost Calculation:

Annual Cost = Monthly Rate X 12 months

Total Estimated Contract Price for 3 years = Annual Cost X 3

Equipment				
No	Requirement	Qty	Unit Price	Amount
1	Access cards for SEZ investor employees	1000		
2	Base radios	10		
3	Two-way radios	6		
4	Quad Bikes	3		
5	Patrol vehicles	3		
6	Mac touch points including control room	17		
7	Panic Buttons	To fit the number of guards on duty		
8	CCTV cameras	8		
9	Main gate cameras	27		
10	Cameras for switching stations	9		
11	Service land cameras	8		
12	Periphery cameras	13		
13	Office cameras	2		
14	Tv's for the control room	4		
Total				
Vat				
Total including Vat				

Notes on pricing:

The Contractor will price for the following:

1. Dayshift armed and unarmed Guards Grade C
2. One supervisor per shift Grade B
3. The price must include provision of armed response, control room manned 24/7/365 and patrol car visits
4. Quad Bike Patrol
5. Panic Buttons
6. Access cards
7. Base radios and two-way radios
8. Camera's, tv's and scanners
9. Patrol Monitoring System (mac touch points)
10. Security Registers (security registers must be inclusive of the following; Pocketbooks, Visitors Registers, Time Registers, after Hours Registers, Equipment Registers and Occurrence Books).

22. RECORDING OF INFORMATION

In addition to occurrence books and other registers the successful bidder will be required to keep records of all operational information in the format approved by the General Manager Security Risk Management. This information must be used to generate monthly reports.

23. MONTHLY MEETINGS

Once a month the Security Manager will convene a meeting attended by the Contractor and MAPSEZ Officials to discuss amongst others the Contractor's monthly report, performance and other relevant issues. Evidence from these meetings will form part of the portfolio of evidence to motivate extension of contract after the expiry of one year.

24. COST OF BIDDING PREPARATIONS

- a. The cost for preparing this bid will be for the bidder's account

SECTION A

PART 2 – EVALUATION TERMS & CONDITIONS

EVALUATION PROCESS

MAPSEZ will establish a Bid Evaluation Committee (BEC) whose responsibility is to make recommendations to the Bid Adjudication Committee (BAC). Companies will be short listed in line with the criterion listed below. Visits may be undertaken to the short-listed companies before the companies are invited to make presentation to MAPSEZ BEC. The Bid Evaluation Committee will short list and evaluate the received bids in accordance with the criteria below and make recommendations to the BAC.

The bid will be evaluated based on price, functionality and preference in terms of the PPPFA and Preferential Procurement Regulations of 2017 as per the 80/20 points system.

In line with bid document; bidders are required to demonstrate their ability to do the work by citing previous assignments where they performed work of a similar nature. As a risk mitigating factor a service provider scoring functionality score of less than **80%** out 100 for functionality will be considered to be posing a quality risk to the company and will therefore be disqualified. Therefore, only bidders who meet the minimum required score/ threshold for functionality will be further evaluated on Price and Preference.

PHASE 1 PRE- COMPLIANCE EVALUATION

All bid responses that do not meet the administrative requirements will be disqualified and will not be considered for further evaluation on the Functional Requirements.

The Mandatory Administrative Requirements are stated below, bidders that meet all administrative requirements will proceed to the next stage. Only Companies who are registered with PSIRA, have a control room manned 24/7/365 a year with armed response and have adequate fleet requirements in line with the expected areas of operation will be considered.

Bidders will be eliminated for not complying with submitting returnable documents as stated below:

Documentation	Submitted (YES or NO)
a) A valid and original Tax Clearance Certificate /Valid Tax Pin Number	
b) Copy of Municipal statement or letter from landlord stating you are leasing your business site or proof of ownership of the business site	
c) Proof of company registration with PSIRA	
d) Proof of PSIRA registration of proposed personnel/guards	
f) Certified Copy of Proof of license to possess firearms for business purposes	
g) Proof of COID compliance	
h) Proof of Company Registration	

i) Certified Copy of ID Documents of owners/members/shareholders				
j) Signed and completed Standard Bidding Documents (1 to 9)				
Points Awarded for Functionality				
Points will be awarded to companies who in a presentation to MAPSEZ BIDEVALUATION COMMITTEE demonstrates ability to fulfil MAPSEZ requirements in line with the following points:				
CRITERION 1				Weight
RELEVANT COMPANY EXPERIENCE AND THREE REFERENCES				
No	Sub-criterion	Sub-weighting	Score	
1	Submission of proof of relevant company experience: Five years > = 20points Four years = 15 points Three years = 10 points Two years = 5 points One year = 3 points <u>Notes:</u> Only projects with a minimum duration of 12 months will be considered Bidders must attach appointment letters or purchase orders that are legible and have clear details of the work that was provided and the duration of the contract. Only projects going back as far as 2016 will be considered	20		30
	Submission of contactable references Submission of 5 contactable references = 5 points Submission of 2 and less contactable references = 2 points	5		
	Scoring of contactable references References will be assessed based on the feedback received from clients. The references will be requested to provide a rating of the services provided by the bidding entity out of 5. <u>Notes:</u> Bidders must ensure that the submitted references are contactable and must include (name of previous client, contact person, designation of contact, contact number, contact email, contract value and contract period)	5		
CRITERION 2				
FINANCIAL CAPABILITY				Weight
No	Sub-criterion	Sub-weighting	Score	
2	3 years Audited Financial Statement from a Registered Accounting Officer	10		20
	Bank rating letter from financial institute reflecting bank rating 'A" rating = 10 points 'B" rating = 8 points 'C" rating = 5 points 'Less than C" rating = 2 points <u>Notes:</u> Financial statements must be for the past three financial years	10		

CRITERION 3				
LEAD PERSONNEL				Weight
No.	Sub-criterion	Sub-weighting	Score	
1	Experience of Team Leader (Portfolio Manager) 10 years and more experience = 10 points 5 years and more experience = 5 points <i>Notes: Submit curriculum vitae (not longer than 2 pages) to demonstrate the projects where this experience was obtained. The team leader is required to have a grade A&B PSIRA certificate, a copy of this certificate must be attached</i>	10		20
	Experience of nominated Supervisors (one supervisor for each shift) 5 years and more experience = 5 points 4 years and less experience = 2 points <i>Notes: Submit curriculum vitae (not longer than 2 pages) to demonstrate the projects where this experience was obtained. The team leader is required to have a grade B PSIRA certificate, a copy of this certificate must be attached</i>	10		
CRITERION 4				
LOCALITY				Weight
No.	Sub-criterion	Sub-weighting	Score	
1	Bidder located in the Maluti-a-Phofung Region – 20 points			20
	Bidder located in the Thabo Mofutsanyana Office – 15 points			
	Bidder located in the Free State (other than the MAP or TM Regions) – 10 points			
	Bidder located anywhere else in SA – 5 points			
	<i>Notes: MAPSEZ will conduct site visits to verify the head office of shortlisted bidders</i>			
CRITERION 5				
CONTINGENCY PLAN				Weight
No.	Sub-criterion	Sub-weighting	Score	
1	Does the company have a documented and tested industrial unrest/labor unrest contingency plan? To ensure that the company will be able to render a continued security service during industrial action/labor unrest. <i>Notes: Points will be scored from 1 to 10 based on the completeness of the contingency plan</i>	10		10

Site Inspection will be conducted to verify the bidder's compliance to some of the above-mentioned sub-criterion. Appointments will be made in advance and bidders will be required to have compiled evidence in advance for the site assessment.

Minimum Required Score/Threshold for Functionality = 80% (Eighty percent)

Price 80

Preference Points 20

Preference Points ((Points scored by the bidder in terms of their B-BBEE contribution level as per the DTI Codes of Good Practice (See Preference Points Table below)

Total points for Price and Preference

Important Note:

- Tenderers with annual total revenue of R5million or less qualify as Exempted Micro Enterprises (EMEs) \ in terms of the Broad-Based Black Economic Empowerment Act, and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984) or an accredited verification agency.
- Tenderers other than Exempted Micro Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating.

Failure to do so may result in the points for Preference not being awarded to the bidder.

Preference Points table for 80/20 points system:

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

Scores of = Except where otherwise stated above, the bid will be scored as follows:

1 - Poor and unacceptable level of performance or compliance to requirement

2 - Average

3 - Good

4 - Very Good

5 - Excellent

The scores of each of the evaluators will be averaged, weighted and then totaled to obtain the final score for quality.

**SECTION A PART 3:
GENERAL TERMS AND CONDITIONS**

TERMS OF REFERENCE COMPILATION, AMENDMENT AND CONFIDENTIALITY

The MAPSEZ reserves the right to amend, modify or withdraw these Terms of Reference (ToR) if deemed necessary. If amendments are made, the amendments will be sent to each Bidder in writing. No oral amendments will be considered.

These ToR's have been compiled by the MAPSEZ and are being made available to all interested Bidders. Bidders submitting a tender in response to this invitation will be deemed to do so on the basis that they acknowledge and accept the terms as set out below.

ADDITIONAL INFORMATION REQUIREMENTS

The MAPSEZ reserves the right to call for supporting documentation, clarification or additional information in order to confirm any information provided by a Bidder in its Bid.

FRAUD AND CORRUPTION

All service providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and any other Act Applicable

No bidding entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFQ, failure to comply with its requirements will result in disqualification of the relevant bidding entity.

BID VALIDITY

The Bid should be valid for a period of 120 days after the closing date.

In exceptional circumstances, prior to the expiration of the tender validity period, the MAPSEZ may request in writing for bidders to extend the validity of their bids.

BID ACCURACY AND HOLDING

The MAP-SEZ and its advisors may rely on a Bid as being accurate and comprehensive in relation to the information and proposals provided therein by the Bidders.

All Bids submitted to the MAPSEZ in relation to this RFB will become the property of the MAP-SEZ and will as such not be returned to the Bidder unless if received after the closing date and time. The MAP-SEZ will make all reasonable efforts to maintain Bids in confidence.

SUPPLIER REPRESENTATIVE

The duly authorized representative of the bidding entity must sign the Bid document.

RFQ REJECTION

Bids from persons whose tax affairs are not in order or those owing the MAP-SEZ or its parent company the FDC for more than 90 days without acceptable official arrangements, will not be considered for the commissioning of the services.

MAPSEZ shall reject an RFQ if the recommended supplier has committed a proven corrupt or fraudulent act in competing for the particular contract or have failed to perform on any previous contract and proof exists.

MAP-SEZ has the right to accept any bid in whole or in part.

VETTING OF RESPONDENTS

MAP-SEZ reserves the right to vet applicants and to accept any quotation in whole or in part.

TERMINATION OF BIDDING PROCESS

If MAP-SEZ terminates the bidding process;

- a) It may; negotiate with any one or more of the bidders or any other person for the supply of all or any of the services,

- b) Call for new RFQs,
Engage in any other selection process for the supply of services, add to, alter or delete any services.

REQUEST FOR CLARIFICATION

Should bidders find any inconsistency, error or have any doubt as to the meaning or completeness of this RFQ or require clarification on any aspect of it, they should notify the MAP-SEZ in writing via the provided email addresses not less than 2 days before the closing date.

MAP-SEZ may issue an Addendum to all Bidders clarifying the discrepancy, error, doubt or query (as the case may be) and may extend the Closing Date if appropriate in all the circumstances.

BIDDING COSTS

The Bidder will bear all costs and expenses associated with the preparation and submission of a proposal in relation to this invitation. Neither the MAP-SEZ or any of its respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated in preparing or submitting a Bid in response to this invitation.

FORMAT OF SUBMITTED BIDS

Respondents must complete all necessary documents and undertakings in this document. Respondents are advised that their bids should be concise, written in plain English and simply presented. Respondents are to set their proposal in the format prescribed in Section B below

SUBMISSION OF BIDS

The Bidder shall submit a duly signed and complete Quote comprising the documents and forms in accordance with the requirements and manner in section B of this document.

The Quote shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a resolution (see section B) or document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.

Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the Bidder fully accepts the MAPSEZ's General Contract Terms and Conditions.

- a) The signed bid shall bear the number and description of the bid
- b) It shall bear the name and address of the bidder
- c) Shall be addressed to the MAPSEZ
- d) Shall bear a warning that states "not to be opened before the time and date for bid opening as specified in the terms of reference"

Should the bidder submit an original copy and the envelope and packages are not sealed and marked as required, MASPEZ shall assume no responsibility for the misplacement, loss or premature opening of the bid.

If the bidder intends to courier the document, it is the responsibility of the bidder to ensure that their couriers deposit the document in the correct bid box.

SECTION B: RETURNABLE DOCUMENTS

PART 1 RETURNABLE DOCUMENTS

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: _____ *(place)*

RESOLVED that:

(1) The Enterprise submits a Bid to the Maluti-a-Phofung Special Economic Zone, Free State Province in the respect of the following project:

(Project description as per the Bid document)

Bid No: _____ *(Bid number as per the Bid document)*

(2) *Mr. / Mrs. / Ms. _____ in *his / her Capacity as _____ and who will sign as follows: _____ be, and is hereby, authorized to sign the Bid, and any and all other documents and or / correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprise mentioned above.

No	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Notes:

**Delete which is not applicable*

NB. These resolutions 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

(1) 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: _____ on: _____

RESOLVED that: The Enterprise submits a Bid, in consortium, joint venture with the following Enterprises:

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

to the Maluti-a-Phofung Special Economic Zone in respect of the following project: _____

(Project description as per the Bid document)

Bid Number: _____ *(Bid number as per the Bid Document)* *Mr./Mrs./Ms. _____

in *his/her Capacity as: _____ *(position in the company)* and who will sign as follows:

_____ be, and is hereby authorized to sign a consortium / joint venture agreement with the parties listed hereunder 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.

The Enterprise accepts join 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 anyway connected with, the Contract to be entered into with the MAPSEZ in respect of the projected described under item 1 above.

The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the MAPSEZ in respect of the project under Item 1 above:

Physical address:

Postal address:

Telephone No.:

RECORD OF ADDENDA

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
Signed		Date
Name		Position
Tenderer Name:		

Attach additional pages if more space is required.

SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

1. BIDDER'S DECLARATION

1.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

1.2.1. If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

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

2. DECLARATION

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

- 1.4. I have read and I understand the contents of this disclosure;
- 1.5. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 1.6. 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 consortium² will not be construed as collusive bidding.
- 1.7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 1.8. 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.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.9. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 1.10. 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender.

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.4 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.

1.5 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

25. "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

26. "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;

27. "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;

28. "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black

Economic Empowerment Act, 2003 (Act No. 53 of 2003);

29. **“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;
30. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the bid documents.
31. **“prices”** includes all applicable taxes less all unconditional discounts;
32. **“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;
33. **“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;
34. **“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:

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

80/20 or 90/10

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

Non-compliant contributor	0	0
---------------------------	---	---

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

side) rule has been applied; and
(e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

SBD 6.2: 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, 2011, 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids 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 at no cost.

- 2.6 A bid may be disqualified if –

- (e) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (f) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. 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 of services, works or goods	Stipulated minimum threshold
Two Way Radios	60 %
Base Radios	60 %
	%

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

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

- 4.1 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.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(**Tick applicable box**)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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.

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

(ii) the declaration templates have been audited and certified to be correct.

(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 have 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.

(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 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

WITNESS No. 2 _____

DATE: _____

DATE: _____

DATE: _____

BIDDER INFORMATION AND BIDDING STRUCTURE			
INDIVIDUAL BIDDER			
Company Name			
Company Reg No:		CSD #	MAAA
Email Adr.			
No. of Directors		Contact Person:	
Tel No & Cell No		Cell:	
Directors Names & % of share of company ownership	1.	6.	
	2.	7.	
	3.	8.	
	4.	9.	
	5.	10.	
IF JV or Consortium, indicate the following for each partner:			
	PARTNER 1	PARTNER 2	
Company Name:			
CSD #			
CSD #			
Tel No			
Cell No			
Email Adr.:			
Scope of work & the value as a % of the total value of the contract			
Names of Directors:			
% Share of ownership in company:			
	PARTNER 3	PARTNER 4	
Company Name:			
Company Reg No:			
Vat Reg No:			
Tel No & Cell No			
Email Adr.:			
Physical Adr:			

Scope of work & the value as a % of the total value of the contract		
Names of Directors:		
% Share of ownership in company:		

CV TEMPLATE(S) – PART 6

Bidders must append CVs of the proposed resources/personnel under this page.

TESTIMONIALS/REFERENCES (WHERE RELEVANT) – PART 7

Bidders are to complete the table here under to detail their experience. Together with completing the table they are to attach references/testimonials here under to support their quotes.

1 – Previous experience

TESTIMONIALS/FUNCTIONALITY EVIDENCE FORMS – PART 8

Tenderers are encouraged to complete the forms in this section in addition to submitting supporting documents for functionality scoring. The purpose of these forms is to chart out the history, experience and team composition of the tenderer.

RELEVANT PREVIOUS EXPERIENCE (PAST PERFORMANCE)

PROJECT NAME	CLIENT REFERENCE & CONTACT DETAILS	ORDER / APPOINTMENT LETTER DATE	CONTRACT VALUE & PERIOD	TYPE OF ACTIVITIES UNDERTAKEN
			R	
			R	
			R	
			R	
			R	
			R	

PROOF OF REGISTRATION WITH RELEVANT PROFESSIONAL BODY – PART 9

Here under bidders must append proof of their registration with the professional body, regulating their profession e.g., PSIRA for security service providers, CIDB for construction professionals.

PROFESSIONAL BODY NAME:

REGISTRATION NUMBER:

IS YOUR REGISTRATION CURRENTLY ACTIVE?

YES

☐

NO

☐

COMMENT _____

RESOLUTION OF BOARD DIRECTORS – PART 11

RECORD OF ADDENDA – PART 12

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

	Date	Title or Details
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
Signed		Date
Name		Position
Tenderer Name:		

Attach additional pages if more space is required.

