

ADDENDUM 01
08 September 2021

Appointment of a service provider to provide security services to the South African Weather Service for its offices and property situated in the Pretoria / Centurion area for a period of eighteen (18) months. (Bid Number: SAWS 271/21)

The following is issued as an addendum issued by SAWS in terms of Clauses 4.3 and 5.3 Mandatory Technical/ Functional Requirements

It is supplementary to the tender documents and is to be incorporated into it or amended as follows:

Instruction 1

Mandatory Technical/Functional Requirements

On page 4 and 13 of 17 of the Specification/Terms of Reference, Clauses 4.3 and 5.3, subsection 1 states that a certified **Grade "A"** PSIRA certificate of the Director need **to be corrected to** Certified minimum **Grade "B"** PSIRA Certificate.

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Excellence**

Board Members: Ms Nana Magomola (Chairperson), Dr Phillip Dexter (Deputy Chairperson), Adv Derick Block, Mr David Lefutso, Dr Mpheko Maila, Ms Kelebogile Moroka-Mosia, Ms Sally Mudly-Padayachie, Dr Thuli Khumalo (DFFE Rep), Mr Itani Phaduli, Ms Feziwe Renqe, Mr Ishaam Abader (CEO).
Company Secretary: Ms Thandi Zide

Bid Number : SAWS-271/21

Appointment of a service provider to provide security services to the South African Weather Service for its offices and property situated in the Pretoria / Centurion area for a period of eighteen (18) months.

Closing Date and Time: 11h00 on 17 September 2021

Validity Period: 60 days from closing date of bid

BRIEFING SESSION

For Item 1:	Provision of security services at the SAWS Eco Glades Head Office (corner Olievenhoutbosch and Ribbon Grass Streets, Eco Park, Centurion) for a period of eighteen (18) months. The services required includes access control, patrol of the premises, protection of SAWS personnel, stakeholders and assets
Date:	6 September 2021
Time:	10h00
Venue:	South African Weather Service, Eco Glades block 1b, Eco Park, Cnr Olievenhoutbosch and Ribbon Grass Streets, Centurion, 0157 Google Plus Code: 455C+P7 Centurion
Compulsory:	Compulsory for Item 1

For Item 2:	Provision of security services at the Irene Weather Office Precinct (situated on the Agricultural Research Council (ARC) Premises at Main Road, Irene) for a period of eighteen (18) months. The services required includes access control, patrol of the premises, protection of SAWS personnel, stakeholders and assets.
Date:	6 September 2021
Time:	12h00
Venue:	South African Weather Service, Weather Office, which is situated on the premises of the Agricultural Research Council (ARC), Main Road, Irene. Google Plus Code: 36Q6+G6 Centurion
Compulsory:	Compulsory for Item 2

For Item 3:	Provision of security services at the SAWS vacant and unserved land in Waterkloof for a period of eighteen (18) months. The services required includes access control to the site and patrol of the area to prevent illegal occupation.
Date:	6 September 2021
Time:	14h00
Venue:	Directions from N1 highway heading north after Rigel Avenue: - Take the Garsfontein offramp from N1 heading north and turn left into Garsfontein road heading west. - After 200 meters turn left into Matroosberg Road. - Continue for approximately 2 kilometres until you reach the end of Matroosberg road at the entrance gate to the vacant property.
Compulsory:	Compulsory for Item 3

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX WHICH IS SITUATED AT:
South African Weather Service Eco Glades Block 1B Cnr. Olievenhoutbosch and Ribbon Grass Streets Centurion, 0157

ENQUIRIES:

Any clarification required by a bidder regarding the meaning or interpretation of the document or any aspect concerning the submission is to be requested **in writing** from:

SCM: Acquisition Department South African Weather Service Email: bids@weathersa.co.za

Any enquiries relating to this bid must be submitted on/or before: 8 September 2021

The South African Weather Service (SAWS) will respond to enquiries on/or before: 10 September 2021

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SOUTH AFRICAN WEATHER SERVICE

1 SUPPLIER INFORMATION

The following section must be completed by the bidder. Failure to do so may result in the offer being rejected.

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-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.			

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 (SCC).
- 1.4 **The successful bidder will be required to fill in and sign a written contract form (SBD7).**
- 1.5 Bidders are advised to initial all pages of their bid.
- 1.6 This is a **2-Envelope** bidding process whereby bidders are required to submit the bid documentation in the following order. Should the bid allow for the Electronic Submission all documentation should preferably be submitted in PDF format. The South African Weather Service (SAWS) reserves the right to reject a bid should it not be submitted in the prescribed format.

Envelope 1 must contain the following information:

- Invitation to Bid: Annexure A
- General Conditions of Contract: Annexure B
- Declaration of Interest: Annexure C
- Declaration of bidder past Supply Chain Management practices: Annexure D
- Certificate of Independent Bid Determination: Annexure E
- Preference points claim form in terms of the Preferential Procurement Regulations, 2017 accompanied by the B-BEE Certificate: Annexure F
- Pricing Schedule and Financial Proposal: Annexure G

Bidders must include in Envelope 1 a flash disk (memory stick) of all the documentation, preferably in pdf format, of the documents included in Envelope 1 as well as the documents in Envelope 2.

Envelope 2 must contain the following information:

- Specifications / Terms of Reference, Annexure H, together with the bidder's response to Annexure H (Technical Proposal).

Information that must appear on the outside of each envelope:

- Envelope 1 : Financial Proposal
 - Bid / RFQ Number e.g. SAWS-987 / 20
 - Closing Date of bid e.g. 5 November 2030

- Name of bidder e.g. XYZ Enterprises CC
- Contact Person e.g. J. Doe
- Contact number e.g. 012 555 5555

- Envelope 2 : Technical Proposal
 - Bid / RFQ Number e.g. SAWS-987 / 20
 - Closing Date of bid e.g. 5 November 2020
 - Name of bidder e.g. XYZ Enterprises CC
 - Contact Person e.g. J. Doe
 - Contact number e.g. 012 555 5555

1.7 The South African Weather Service (SAWS) is not bound to accept any of the offers submitted and reserves the right to:

- 1.7.1 Reject bids that are not according to Specifications / Terms of Reference;
- 1.7.2 Reject bids with incomplete standard bidding documents (SBD's);
- 1.7.3 Request further information from any bidder after the closing date of the bid for clarity purposes;
- 1.7.4 Conduct site inspection/s to verify the infrastructure of bidders before final selection and award;
- 1.7.5 Not to award the bid if the bid price is not market related;
- 1.7.6 Not to award the bid to a bidder whose tax matters have not been declared by the SARS to be in order;
- 1.7.7 Negotiate a market related price with the preferred bidder as per Regulation 6.(9)(a,b & c) of the Preferential Procurement Regulations, 2017 which was issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.7.8 Reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for any contract;
- 1.7.9 Conduct reference / background checks on bidders and / or individuals to, among other things, verify information provided by a bidder, confirm a firm's existence and track record, identify its owners and affiliations or verify an individual's educational and professional credentials.

1.8 The South African Weather Service may, prior to award of the bid, cancel the bid if:

- 1.8.1 Due to changed circumstances, there is no longer a need for the goods or services requested;
- 1.8.2 Funds are no longer available to cover the total envisaged expenditure;
- 1.8.3 No acceptable tenders are received;
- 1.8.4 Due to material irregularities in the tender process.

1.9 Any effort or attempt by a bidder to influence the award decision in any matter may result in the rejection of the bid.

1.10 Costs incurred by the bidder in respect of attending any briefing / information / site visit / presentation will be borne by the bidder and the South African Weather Service will not be liable to

reimburse such costs incurred by the bidder or his/her representative/s.

- 1.11 Cost incurred by the bidder in preparing and submission of any bid proposal will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.
- 1.12 The South African Weather Service shall on receipt of any proposal relating to this bid become the owner thereof and shall not be obliged to return any proposal.
- 1.13 The bidders shall indemnify the South African Weather Service against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the South African Weather Service.
- 1.14 The South African Weather Service reserves the right to request a bidders latest audited financial statements prior to the award of the bid in order to ascertain financial stability of the bidder. Failure by a bidder to provide such information upon request may result in the rejection of the bid submitted by the bidder.
- 1.15 Subcontracting: Tenderers or contractors must submit proof of subcontracting between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between the main tenderer and the subcontractor.
- 1.16 The SAWS reserves the right to request final presentation only to the short listed bidders to the evaluation committee. The shortlisted service providers will be subjected to present their service offering in line with the bid requirements/scope of work. The SAWS might also conduct site visit to ensure the firm existence and validate the firm's proposed capacity/employees and administration office.
- 1.17 The service provider must have duly approved operational premises with the necessary infrastructure to provide services and relevant accreditation by the relevant body. Before the awarding of the tender a due diligence site visit will be carried out at the premises of the service provider.
- 1.18 Supplier Performance Management is viewed by the SAWS as critical component in ensuring value for money acquisition and good supplier relations between the SAWS and all its suppliers. The successful bidders shall upon receipt of written notification of an award, be required to conclude a SLA with the SAWS, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value-add to SAWS's business. Successful bidders are required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.
- 1.19 The SAWS respects your privacy and acknowledge that your submission/s will contain personal details, which may belong to you, others and / or to your company (Personal Information). By sending us your submissions, you expressly give us consent to process and further process the Personal Information contained therein which processing will be done in accordance with POPIA, the SAWS POPIA policy and our standard section 18 informed consent documentation which sets out why we need the Personal Information, what we will do with it, and who we will share it with, which you are to familiarise yourself with by downloading it from our website i.e. www.weathersa.co.za

- 1.20 Unless stated otherwise in this Bid or as mutually agreed upon by both parties prior to award of the Bid, all payments due to creditors for goods delivered / services rendered will be settled within thirty (30) days from receipt of an invoice.

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 the South African Revenue Service (SARS) to enable the South African Weather Service to verify the taxpayer's (Bidder's) profile and tax status.
- 2.3 Application for a 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 Tax Compliance Status (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.
- 2.8 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on page 2 and 3 of Annexure A. In instances where a recommendation for award of a bid will be made to a foreign bidder, the South African Weather Service will submit the bidders completed Annexure A bid document to the South African Revenue Service. The South African Revenue Service will then issue a confirmation of tax obligations letter to the South African Weather Service confirming whether or not the foreign entity has tax obligations in South Africa.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

PART C
DECLARATION BY BIDDER

I, in my capacity as
..... hereby declare that I have read and
understood the contents and conditions of this bid and certify that the information furnished is true
and correct. I accept that, in addition to cancellation of a contract, action may be taken against me
should the information provided prove to be false.

Signature:

Date:

Annexure B

General Conditions of Contract

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

☐ The General Conditions of Contract will form part of all bid documents and may not be amended.

☐ Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

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|---|---|
| 2. Application | 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. |
| | 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. |
| | 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply. |
| 3. General | 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. |
| | 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za |
| 4. Standards | 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| 5. Use of contract documents and information; inspection. | 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. |
| | 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. |
| | 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser. |
| | 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser. |
| 6. Patent rights | 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. |

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|--|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force
Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination
for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of
Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of
liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Annexure C

Declaration of Interest

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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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, member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

.....

.....

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

2.10.1 If so, furnish particulars.

.....

.....

.....

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

2.11.1 If so, furnish particulars:

.....

.....

.....

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

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

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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Annexure D

Declaration of Bidder's Past Supply Chain Management Practices

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:		

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

Annexure E

Certificate of Independent Bid Determination

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

Js914w 2

Annexure F

Preference Points Claim Form in terms of the
Preferential Procurement Regulations 2017

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = 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:

- What percentage of the contract will be subcontracted %
- The name of the sub-contractor
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------
- 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.

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

WITNESSES	
1.	
2.	

Annexure G

Pricing Schedule for Item 1:

Provision of security services at the SAWS Eco Glades Head Office (corner Olievenhoutbosch and Ribbon Grass Streets, Eco Park, Centurion) for a period of twenty-two (22) months. The services required includes access control, patrol of the premises, protection of SAWS personnel, stakeholders and assets.

SBD3.3

NAME OF BIDDER:

1. PRICING SCHEDULE/S

- 1.1 Item 1:** Provision of security services at the SAWS Eco Glades Head Office (corner Olievenhoutbosch and Ribbon Grass Streets, Eco Park, Centurion) for a period of twenty-two (22) months.

All prices must be in South African rand value and must be inclusive of VAT.

- 1.1.1 Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R

- 1.1.2 Any other costs not included in the above price?

*YES	NO
------	----

* If YES, please specify

--

- 1.1.3 Cost break-down of ceiling price in 1.1.1
Bidders are required to indicate the cost component/s used for determining the ceiling price as given in 1.1.1 above.

Description	Cost (VAT Incl.)

--	--

1.1.4 Period required for commencement of the project after acceptance of bid?

1.1.5 Are the rates quoted firm for the full period of the project?

YES	*NO
-----	-----

1.1.6 *If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Annexure G

Pricing Schedule for Item 2:

Provision of security services at the Irene Weather Office Precinct (situated on the Agricultural Research Council (ARC) Premises at Main Road, Irene) for a period of twenty-two (22) months. The services required includes access control, patrol of the premises, protection of SAWS personnel, stakeholders and assets.

SBD3.3

NAME OF BIDDER:

1. PRICING SCHEDULE/S

- 1.1 Item 2:** Provision of security services at the Irene Weather Office Precinct (situated on the Agricultural Research Council (ARC) Premises at Main Road, Irene) for a period of twenty-two (22) months.

All prices must be in South African rand value and must be inclusive of VAT.

- 1.1.1 Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R

- 1.1.2 Any other costs not included in the above price?

*YES

NO

* If YES, please specify

--

- 1.1.3 Cost break-down of ceiling price in 1.1.1

Bidders are required to indicate the cost component/s used for determining the ceiling price as given in 1.1.1 above.

Description	Cost (VAT Incl.)

--	--

1.1.4 Period required for commencement of the project after acceptance of bid?

1.1.5 Are the rates quoted firm for the full period of the project?

YES	*NO
-----	-----

1.1.6 *If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Annexure G

Pricing Schedule for Item 3:

Provision of security services at the SAWS vacant and unserviced land in Waterkloof for a period of twenty-two (22) months. The services required includes access control to the site and patrol of the area to prevent illegal occupation.

NAME OF BIDDER:

1.1 Item 3: Provision of security services at the SAWS vacant and unserviced land in Waterkloof for a period of twenty-two (22) months.

1.1.1 Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R

*YES	NO
------	----

--

Bidders are required to indicate the cost component/s used for determining the ceiling price as given in 1.1.1 above.

Description	Cost (VAT Incl.)

1.1.4 Period required for commencement of the project after acceptance of bid?

1.1.5 Are the rates quoted firm for the full period of the project?

YES

*NO

1.1.6 *If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.



SIGN-OFF SHEET - Bid Specification Committee (BSC)

PRODUCT:	Appointment of a service provider to provide security services to the South African Weather Service for its offices and property situated in the Pretoria / Centurion area for a period of eighteen (18) months.
TENDER NUMBER:	SAWS-271/21

I hereby confirm that I concur with the review of the Specifications / Terms of Reference for the above bid and agree with the contents and the changes made to the Specifications / Terms of Reference.

Name	Designation	Signature	Comments
Mr. Johan Oosthuizen	Chairperson	<i>JH Oosthuizen</i>	Supported
Mr. Mandlesilo Mavimbela	Member	<i>M. Mavimbela</i>	Supported
Ms. Zoleka Manona	Member	Apology	
Mr. Rydall Jardine	Member	<i>Rydall Jardine</i>	SUPPORTED WITH CONCERNS
Mr. Dithuso Mogapi	Member	<i>Dithuso Mogapi</i>	Supported
Mr. Given Mabuza	Member	<i>Given Mabuza</i>	supported.
Mr. Bernard Petlanc	Member	<i>B. Petlanc</i>	Supported

Annexure H

Specifications / Terms of Reference

Security Services at Waterkloof, Irene and Head Office

The Provision of Security Services at Waterkloof, Irene and Head Office

1 DESCRIPTION

Appointment of a service provider to provide security services to the South African Weather Service for its two (2) offices and vacant property situated in the Pretoria / Centurion area for a period of eighteen (18) months.

2 INTRODUCTION

The South African Weather Service (SAWS) is a public entity of the Department of Forestry, Fisheries and the Environment (DFFE) and derives its mandate from the South African Weather Service Act (No 8 of 2001 as amended). The public entity is listed as a Schedule 3A Public Entity in terms of the Public Finance Management Act (PFMA).

SAWS is tasked with providing timely and accurate scientific data in the field of meteorology to the broader South African society: a combination of both public good and commercial services. The organization plays a vital role in South African public life, not just as a provider of key services, but also in empowering citizens to adapt to the effects of the ever-changing weather.

3 BACKGROUND

The South African Weather Service (SAWS) has offices Cnr Olievenhoutbosch and Ribbon Grass Streets, Highveld, Centurion and also the Irene weather office which is situated on the premises of the Agricultural Research Council (ARC), Main road, Irene. The purpose of this bid is to provide SAWS with effective and efficient access control, safety of assets and employees of SAWS.

The security service contract for the SAWS Head Office, the Irene Weather Office as well as the vacant Waterkloof land which are all situated in Pretoria / Centurion area expired on the 30th June 2021. A new service provider/s need to be appointed through a competitive bidding process to render the services as from 01 November 2021 for a period of eighteen (18) months.

4 SCOPE OF WORK

4.1 Suitable service providers are hereby invited to bid of the provision of security services at the following three sites:

ITEM 1: Provision of security services at the SAWS Eco Glades Head Office (corner Olievenhoutbosch and Ribbon Grass Streets, Eco Park, Centurion) for a period of eighteen (18) months. The services required includes access control, patrol of the premises, and protection of SAWS personnel, stakeholders and assets.

The Provision of Security Services at Waterkloof, Irene and Head Office

ITEM 2: Provision of security services at the Irene Weather Office Precinct (situated on the Agricultural Research Council (ARC) Premises at Main Road, Irene) for a period of eighteen months (18) months. The services required includes access control, patrol of the premises, protection of SAWS personnel, stakeholders and assets.

ITEM 3: Provision of security services at the SAWS vacant and unserviced land in Waterkloof for a period of eighteen months (18) months. The services required includes access control to the site and patrol of the area to prevent illegal occupation.

4.2 Pre-qualification criteria for preferential procurement.

In terms of Regulation 4 of the Preferential Procurement Regulations of 2017 which took effect on 1 April 2017 an organ of state may decide to apply pre-qualification criteria to advance certain designated groups. Should an organ of state decide to include pre-qualification criteria the organ of state must advertise such bid with a specific tendering condition which bidders may respond.

For this bid the following bidders may respond:

Criteria #	Pre-qualification criteria applicable to this bid
1	Only service providers that are BBBEE Level One (1) will be considered. (A certified copy of the BBBEE Certificate)

A bidder who fails to meet any pre-qualification criteria as stipulated will be regarded as an unacceptable bid.

Bidders must, where subcontracting is a prequalification requirement, submit proof of subcontracting arrangement between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between main bidder and subcontractor.

4.3 Mandatory Technical / Functional requirements.

The following Technical / Functional requirements which are mandatory must be complied with by the bidder. Please note that bidders will not be evaluated further if they do not provide evidence confirming compliance with the specified mandatory requirements.

The Provision of Security Services at Waterkloof, Irene and Head Office

	Mandatory Technical / Functional requirement	Evidence to be submitted with bid
1	Registered with the Private Security Industry Regulatory Authority (PSIRA).	• A Certified Grade A PSIRA Certificate of the Director • A certified PSIRA Certificate of the Company
2	Bidder to be in compliance with the Department of Labour and employment	• Letter of good standing from Workmen's Compensation (COIDA)
3	On-site Workplace Occupational Health and Safety Plan	• Bidder must submit their On-site Workplace Occupational Health and Safety Plan
4	Letter of good standing from UIF, not older than 12 months	• Bidder to provide letter of good standing from UIF, not older than 12 months
5	Bidders must attend the briefing session / site visit for the respective site which they are bidding for as indicated on the cover page of the bid document. For example: If the bidder bid for Items 1,2 and 3 the bidder must have attended all three briefing sessions / site visits and must have signed all three attendance registers, (one at each site)	• Signing of the attendance register/s during the briefing session / site visit.

Bidders must provide evidence or demonstrate compliance with the requirements. Bidders that fail to demonstrate compliance with any of the mandatory requirements will not be considered for evaluation in terms of points allocated for Functional/Technical Evaluation, Price & Broad Based Black Economic Empowerment status level on contribution.

The Provision of Security Services at Waterkloof, Irene and Head Office

4.4 Staffing Requirements

It is recommended that the successful bidder installs a well-balanced staff complement to maximize efficiency in service offering. The following minimum number of security guards is required:

Site	Description of Security Guards	Day shift	Night Shift	Total Staff
Head Office	Unarmed Grade D	03	03	08
	Unarmed Grade C	01	01	
Irene Office	Unarmed Grade D	02	02	06
	Unarmed Grade C	01	01	
Waterkloof	Unarmed Grade D	03	03	08
	Unarmed Grade C	01	01	

4.5 Technical / Functional requirements

4.5.1 ITEM 1: Provision of security services at the SAWS Eco Glades Head Office (corner Olievenhoutbosch and Ribbon Grass Streets, Centurion) for a period of eighteen (18) months. The successful bidder will provide security services in line with the scope of work/requirements set out below:

4.4.1.1 Protection of SAWS personnel, property, visitors and stakeholders within the Head Office and surrounding area which includes the parking bays. The required service includes provision of the following:

- a) Grade D security guards to man and provide service at the following areas: **access control at reception and assist visitors at visitor's parking area (6am to 6pm shift).**
- Security Personnel stationed at Reception Area must be fully conversant in English, as they will be interacting with SAWS clients & Stakeholders on a daily basis. The personnel must be able to attend internal & external telephone calls, take & distribute messages (in a professional manner).
 - All electronic equipment leaving/entering the office should be recorded.

The Provision of Security Services at Waterkloof, Irene and Head Office

- All removals must be approved subject to an approved SAWS authorization letter by the Asset Manager.
 - All visitors to the premises must complete the visitors register and ensure that the host comes and collects the visitor.
 - The supervisor and the security personnel are prohibited from reading documents or records in offices or the unnecessary handling thereof. No information concerning SAWS's activities may be furnished to the public or media by the service provider or any of his/her employee; and
 - The supervisor and the security officer will be required to sign an undertaking in which they declare they will refrain from any action which might be to the detriment of SAWS.
- access control in the basement parking gate and lift entrance area (both shifts and weekends).
 - Conduct basement patrol and check all SAWS vehicles from 06h00 – 18h00. All parked SAWS vehicles must be recorded daily in the register to be provided.
 - access control and supervision in the delivery foyer next to ICT server room per day (6 am to 6pm shift). All deliveries must be verified against delivery notes.
 - Security personnel must ensure all declared firearms don't enter the SAWS premises.
 - Security personnel must perform their duties in line with the Control Access to Public Premises Vehicles Act. 1985(Act 53 of 1985) and any other relevant legislation.
 - Patrol of the exterior of the building hourly during the day (6am to 6 pm shift).
 - Patrol of the interior and work areas(visibility) at hourly intervals during the day (6am -6pm shift)
 - Intervals in patrols should not exceed 30 Minute including guarding systems patrols. There has to be adhoc/unplanned patrols.
 - If there are any windows open, these should be recorded in the occurrence book per floor and office block.
 - All SAWS vehicles parked in basement and outside after hours should be recorded checked and monitored.
 - SAWS vehicles leaving the parking area should be verified and trip authority checked.
 - Staff entering the SAWS Basement parking should be checked to ensure only SAWS staff enter the office premises.
 - Supervisor to monitor the CCTV cameras (as well as facilitate the rotation or patrolling)
 - No area shall be left unattended for patrolling purposes, Security guards to interchange positions when patrolling to keep the position permanently attended.
 - Security personnel on site must ensure that all incidents are recorded in the Occurrence book and reported immediately to the Site supervisor.
- b) Grade D security guards to provide similar services as above apart from access control at reception during night shift (6pm to 6am), public holidays and weekends.
- c) Grade C security guard to be team leader and supervisor during nightshift (6pm to 6am), day shift (6am -6pm) public holidays and weekends.

The Provision of Security Services at Waterkloof, Irene and Head Office

- d) Grade C security supervisor for every shift
- e) Grade D security guard may be posted at the basement and be able to patrol basement and parking area during day, nights, public holidays and weekends.
- f) Grade C and D security guards to be at the reception area during day, night, public holidays and weekends.
- g) At least one (01) Grade D security guard per shift to be a qualified First Aider and Fire Fighter.
- h) Guards to do the following additional activities:
 - React when the situation is developing or noticing suspicious movement/vehicle around the premises.
 - Participate in SAWS' emergency and fire drills and other health and safety activities.
 - Inspection of fire exits and reporting of obstructions to authorized SAWS personnel.

4.4.1.2.1 Management

- a) The service provider area manager must ensure that security personnel have relevant training and qualification as per PSIRA grading requirements
- b) The service provider area manager must ensure that regular meetings with SAWS Facilities department are conducted on a monthly basis and relevant reports are produced and submitted on time.
- c) The management of the security service provider must ensure that all security personnel are complying with the Firearms Control Act 60 of 2000 (Compliance)
- d) The security guards must report on duty 15 minutes before the shift and site supervisor must ensure that proper handover is done and recorded when changing shifts. The security personnel must wear corporate uniform (not combat) and they must be provided with rain coats and umbrellas for rainy seasons
- e) All security breach incident occurred on site e.g. break-ins and theft must be investigated by the service provider and a preliminary report provided to SAWS within seven (7) days and final report within thirty (30) days

4.4.1.3 Requirements, Equipment and Software

- a) The maintenance and repair of security guard's equipment will remain the responsibility of the service provider.
- b) All security guards on site must be in full corporate uniform, fully equipped i.e. two-way radio, pocketbook, metal detectors/scanners and look professional. All must be issued in line with relevant legislation
- c) All equipment supplied must be in good working condition.
- d) Rechargeable Torch
- e) 2x Handcuffs
- f) Occurrence book, pocket books and pens
- g) Rain coats, reflector jackets and Umbrellas

The Provision of Security Services at Waterkloof, Irene and Head Office

- h) Any other additional item/aids required by statutory legislation must be provided in addition to those mentioned above
- i) Weekly visit by service provider management to ensure efficiency and provision of monthly reports to the SAWS Facilities Manager; such reports to include state of SAWS security infrastructure.
- j) The equipment must be new; no refurbished or grey products may be supplied.
- k) All equipment must be SABS approved.
- l) The service provider to provide all security guards with a two-way radio for communication on site and with the response unit or control room.
- m) The service provider to provide SAWS with the emergency alert response device/panic button: such device will subject to periodic monitoring and testing.
- n) The service provider must have in-house armed responsive capacity or a direct link with a separate emergency armed response company with appropriate resources: such to urgently respond to any emergency upon hearing an emergency alert from the SAWS premises.

4.4.2 ITEM 2: Provision of security services at the Irene Weather Office Precinct (situated on the Agricultural Research Council (ARC) Premises at Main Road, Irene) for a period of eighteen (18) months.

4.4.2.1 Protection of SAWS personnel, property, visitors and stakeholders within Irene Precinct. The required service includes provision of the following:

- a) Grade D security guards to man and provide service at the following areas:
 - Access control at main entrance gate and reception.
 - Assist visitors at visitor's parking area (6am to 6pm shift).
- b) Grade D security guards during night shift (6pm to 6am), public holidays and weekends.
- c) Grade C security guard to be team leader Monday to Friday (6am to 6pm), nightshift, public holidays and weekends.
- d) At least one (01) Grade D security guard per shift to be a qualified First Aider and Fire fighter
- e) Grade security guard C to monitor the CCTV cameras during day, night shift, weekends and public holidays.
- f) Security guards to do the following additional activities:
 - Patrol the premises every 60 minutes during the day.
 - Patrol premises every 60 minutes during the night.
 - Do access control, identification and escorting of visitors.
 - Record all officials working after

The Provision of Security Services at Waterkloof, Irene and Head Office

- React when the situation is developing or noticing suspicious movement/vehicle around the premise.
- Participate in SAWS' emergency and fire drills and or other health and safety activities.
- Report any faulty SAWS equipment that may pose a security risk to personnel, assets and the premises.
- No area shall be left unattended for patrolling purposes, Security guards to interchange positions when patrolling to keep the position permanently attended

4.4.2.2 Requirements, Equipment and Software

- a) The maintenance and repair of security guards' equipment will remain the responsibility of the service provider.
- b) All security guards on site must be in full corporate uniform, fully equipped i.e. two-way radio, pocketbook, metal detectors/scanners and look professional.
- c) All equipment supplied must be in good working condition
- d) Weekly visit by management to ensure efficiency and provision of monthly reports to the SAWS Facilities Manager; Such reports to include state of SAWS security equipment and infrastructure.
- e) The equipment must be new; no refurbished or grey products may be supplied.
- f) All equipment must be SABS approved.
- g) The service provider to provide all security guards with a two-way radio for communication on site and with the response unit or control room.
- h) The service provider to provide SAWS with the emergency alert response device/panic button: such device will subject to periodic monitoring and testing.
- i) The service provider must have a direct link with the separate emergency armed response: such to urgently respond to any emergency upon hearing an emergency alert from the SAWS premises.
- j) All must be issued in line with relevant legislation
- k) All equipment supplied must be in good working condition.
- l) Rechargeable Torch
- m) 2x Handcuffs
- n) Occurrence book, pocket books and pens

The Provision of Security Services at Waterkloof, Irene and Head Office

- o) Rain coats, reflector jackets and Umbrellas
- p) Any other additional item/aids required by statutory legislation must be provided in addition to those mentioned above

4.4.3 ITEM 3: Provision of security services at the SAWS vacant and unserviced land in Waterkloof for a period of eighteen (18) months.

4.4.3.1 Protection of SAWS vacant land and access control to same. The required service includes provision of the following:

- a) Grade D security guards for access control, patrol and escort of authorized visitors during day shift (6am - 6pm weekdays)
- b) Grade D security guards to patrol the land during night shift (6pm-6am weekdays)
- c) Grade D security guards to patrol land during weekends and public holidays on both shifts
- d) Grade C security guard to be team leader on all shifts.
- e) At least One (1) Grade D security guard per shift to be a qualified First Aider and fire fighter
- f) Guards to do the following additional activities:
 - patrol the premises every 90 minutes during the day (zone break-up will result in shorter patrol periods)
 - patrol premises every 90 minutes during the night (zone break-up will result in shorter patrol periods)
 - react when the situation is developing or noticing suspicious movement/vehicle around the vacant land
- g) Since the land is vacant and currently unserviced (no electricity, running water or ablution facility) the bidder must provide for the duration of the contract period a guard house for all the guards on duty per shift. The guard house must make provision for ablution facilities, fresh drinkable water, off-grid electricity for lighting & charging for two-way radios / flashlights etc., table and chairs. The infrastructure must remain in good working condition during the contract period, for example chemical toilets must be maintained and serviced as per manufacturer's specifications. The guard house and all equipment shall remain the property of the bidder.
- h) Bidder to provide two (2) Quad bikes or off-road (motorised) bikes for ease of mobility of guards (Quad bikes or off-road (motorised) bikes shall remain the property of the bidder. Speedy maintenance and repairs of bikes within Month).

The Provision of Security Services at Waterkloof, Irene and Head Office

- i) Guards on-duty must have relevant licensing and ability to ride the two (2) Quad bikes or off-road (motorised) bikes.

4.4.3.2 Requirements, Equipment and Software

- a) The maintenance and repair of security guard's equipment will remain the responsibility of the service provider.
- b) All security guards on site must be in full uniform, fully equipped i.e. two-way radio, pocketbook, metal detectors/scanners and look professional.
- c) All equipment supplied must be in good working condition
- d) Weekly visit by management to ensure efficiency and provision of monthly reports to the SAWS Facilities Manager.
- e) The equipment must be new; no refurbished or grey products may be supplied.
- f) All equipment must be SABS approved.
- g) The service provider to provide all security guards with a two-way radio for communication on site and with the response unit or control room.
- h) The service provider must have a direct link with the separate emergency armed response: such to urgently respond to any emergency upon hearing an emergency alert from the SAWS premises. All must be issued in line with relevant legislation
- i) All equipment supplied must be in good working condition.
- j) Rechargeable Torch
- k) 2x Handcuffs
- l) Occurrence book, pocket books and pens
- m) Rain coats, reflector jackets and Umbrellas
- n) Any other additional item/aids required by statutory legislation must be provided in addition to those mentioned above

The Provision of Security Services at Waterkloof, Irene and Head Office

5. EVALUATION PROCESS

This bid will be evaluated in accordance to the following phases:

Phase 1 : Administrative Compliance Requirements

Phase 2: Pre-Qualification Criteria for Preferential Procurement

Phase 3: Mandatory Technical / Functional Evaluation Requirements

Phase 4: Technical / Functional Evaluation

Phase 5: Price and B-BBEE

5.1 Administrative Compliance requirements (Phase 1)

Bids received will be verified for completeness and correctness. SAWS reserves the right to accept or reject a bid based on the completeness and correctness of the documentation and information provided. The complete set of bid documents must be completed and submitted.

Bidders are to ensure that they submit the following documentation / information with their bid.

Document	Comments	Compulsory requirement
Proof of registration on the Central Supplier Database (CSD) of National Treasury	Bidders must be registered on the CSD. CSD registration number must be provided.	Yes
SBD 3.1 for goods or 3.3 for services (Pricing Schedule)	Completed and signed	Yes
SBD 4 (Declaration of interest)	Completed and signed	Yes
SBD 6.1 (Preferential Procurement Point)	Completed and signed	Yes
SBD 8 (Declaration of Bidder's past supply chain management practices)	Completed and signed	Yes
SBD 9 (Certificates of Independent Bid Determination)	Completed and signed	Yes
SARS (South African Revenue Service) Tax Compliant	Bidders tax matters must be in order	Yes
BBBEE Certificate	Valid and compliant original B-BBEE and/or certified copies of Sworn Affidavit must be submitted for any points claimed.	Yes

The Provision of Security Services at Waterkloof, Irene and Head Office

5.2 Pre-qualification criteria for Preferential Procurement (Phase 2)

In terms of Regulation 4 of the Preferential Procurement Regulations of 2017 which took effect on 1 April 2017 an organ of state may decide to apply pre-qualification criteria to advance certain designated groups. Should an organ of state decide to include pre-qualification criteria the organ of state must advertise such bid with a specific tendering condition which bidders may respond.

For this bid the following bidders may respond:

Criteria #	Pre-qualification criteria applicable to this bid
1	Only service providers that are BBBEE Level One (1) will be considered. (A certified copy of the BBBEE Certificate or Sworn Affidavit must be submitted)

Bidders who comply with the pre-qualification criteria for preferential procurement will be considered for further evaluation.

5.3 Mandatory Technical / Functional requirements (Phase 3)

The following Technical / Functional requirements which are mandatory must be complied with by the bidder. Please note that bidders will not be evaluated further if they do not provide evidence confirming compliance with the specified mandatory requirements.

	Mandatory Technical / Functional requirement	Evidence to be submitted with bid
1	Registered with the Private Security Industry Regulatory Authority (PSIRA).	- A Certified Grade A PSIRA Certificate of the Director - A certified PSIRA Certificate of the Company
2	Bidder to be in compliance with the Department of Labour and employment	Letter of good standing from Workmen's Compensation (COIDA)
3	On-site Workplace Occupational Health and Safety Plan	Bidder must submit their On-site Workplace Occupational Health and Safety Plan
4	Letter of good standing from UIF, not older than 12 months	Bidder to provide letter of good standing from UIF, not older than 12 months

The Provision of Security Services at Waterkloof, Irene and Head Office

5	Bidders must attend the briefing session / site visit for the respective site which they are bidding for as indicated on the cover page of the bid document. For example: If the bidder bid for Items 1,2 and 3 the bidder must have attended all three briefing sessions / site visits and must have signed all three attendance registers, (one at each site)	• Signing of the attendance register/s during the briefing session / site visit.
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Bidders who comply with the mandatory technical / functional requirements will be considered for further evaluation.

5.4 Technical / Functional evaluation (Phase 4)

Technical / Functional evaluation of the bid will be done in terms of the criteria as stated in the table below. Bidders should take note of the Criterion, Weighting & Scoring when responding to this bid.

Criterion	Weight	Score
Level of experience and expertise Years of experience of the Owner or Director of the Company in the provision and management of physical security in private or public sector (Experience to be highlighted in the company profile)	20	0 = No experience indicated 10 = Up to 5 years' experience 15 = Above 5 to 9 years' experience 20 = 10 years and above experience
Qualification of the proposed team leader to be deployed to the respective site. The CV must include and attach certified copies of the following requirements: 1. Grade C PSIRA certificate 2. Basic Fire training certificate 3. First aid certificate (Attach valid certified certificates)	20	0 = bidder did not provide all three (03) requirements 10 = bidder has provided Grade C PSIRA certificate and one (01) additional requirement 20 = Bidder has provided all three (03) requirements

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Compliance with Labour legislation	1. Pension/provident funds contributions of the employees 2. Audited financial statements for 2020 financial year.	15	0 = Bidder has not provided all two (02) requirements 15 = Bidder has provided all two (02) requirements
Proven Track Record (Reference Letters)	Bidder to provide contactable references in the provision of physical security management to government or privately-owned entities. Submission of Reference Letters on official letterheads and signed by the Operations Manager or Security Manager or Facilities Manager or relevant Manager.	25	0 = No contactable references provided 10 = One (1) or Two (02) contactable reference letters provided 15 = Three (03) contactable reference letter provided 20 = Four (04) contactable reference letters provided 25 = Five (05) or more contactable reference letters provided
Emergency response capacity	The bidder to demonstrate having armed response resources to respond to emergency situations or link with security company with fully resourced armed response capacity. The following criteria must be attached: 1. Clearly branded company vehicle photo/s 2. Two copies of vehicle licence disc not older than 12 months. 3. Minimum of two valid firearms licences Or 4. MOU, partnership/agreement letter outlining the above 3 criteria	20	0 = bidder did not provide any information 10 = Bidder has provided only 1 out of 3 criteria 15 = Bidder has provided only 2 out of 3 criteria 20 = Bidder has provided 3 out of 3 criteria requirements or Provided MOU Agreement/ Partnership letter outlining 3 criteria requirements <i>(SAWS reserves the right to exercise the armed response test at any given moment.)</i>

The Provision of Security Services at Waterkloof, Irene and Head Office

	Total score		
	The total score obtained by the bidder will be converted to a percentage (out of 100).	100	

Bidders who score 70% percent and more will qualify for further evaluation in terms of Price and B-BBEE.

5.5 PRICE AND B-BBEE EVALUATION (Phase 5)

Bidders who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

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).

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

Points for this bid shall be awarded for:

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

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	100

6. SPECIAL CONDITIONS OF CONTRACT

This bid and all contract emanating there from will be subject to the General Conditions of Contract (GCC) issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions are supplement to that of the General Conditions of Contract. Where, however the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of the Contract prevail.

The Provision of Security Services at Waterkloof, Irene and Head Office

6.1 Awarding of bid

SAWS reserves the right to award the bid in totality to one bidder or per Item to more than one bidder.

6.2 Conditions for deployment of guards post awarding of bid

The successful service provider shall be expected to provide the following for **each guard** prior to deployment to SAWS premises post appointment:

- a) Certified hard copies of ID
- b) Certified PSIRA certificates
- c) Certified police clearance certificate issued by SAPS
- d) Latest CV
- e) Physical security assessment report and planned mitigation prior to deployment.

6.3 Termination of Services

SAWS reserves the right to terminate the services of the successful bidder/s during the contract period in the event where the services are no longer required by SAWS. In the event where the services are no longer required SAWS shall provide the bidder with a 60-day written notice of cancellation of services.

6.4 Physical address

Security services for the following Items as detailed under section 4.4 must be rendered at the following places:

For **ITEM 1**: Provision of security services at the SAWS Eco Glades Head Office for a period of eighteen (18) months: South African Weather Service, Eco Glades block 1b, Eco Park, Cnr Olievenhoutbosch and Ribbon Grass Streets, Centurion, 0157

For **ITEM 2**: Provision of security services at the Irene Weather Office Precinct for a period of eighteen (18) months: South African Weather Service, Weather Office, which is situated on the premises of the Agricultural Research Council (ARC), Main Road, Irene

For **ITEM 3**: Provision of security services at the SAWS vacant and unserviced land in Waterkloof for a period of eighteen (18) months.

Waterkloof Heights, Pretoria, 0181, (Adjacent to SANRAL offices at Rigel Avenue N1 offramp)
Coordinates -25.804258, 28.257256

Annexure I

POPIA : Supplier Notice and Consent Form



**South African
Weather Service**

Private Bag X097, Pretoria, 0001 • Tel: + 27 (0) 12 367 6000 • www.weathersa.co.za • USSD: *120*7297#

POPIA: SUPPLIER NOTICE AND CONSENT FORM

I confirm that I am duly authorised to sign this consent form.

Name (Print)

Capacity

Signature

Name of Firm

Date



(Hereinafter referred to as “the **Data Subject** “)

A company/organization duly incorporated under the laws of Republic of South Africa, having its
main place of business

at....., with

registration number:.....

POPIA: SUPPLIER NOTICE AND CONSENT FORM

Preparatory Statement

Whereas the “**Data Subject**” is in agreement with the contents of this Notice and Consent Form and grants SAWS permission to process certain confidential/personal information, for purposes of

whereas the “**Data Subject**” is considering making an offer (the “**Offer**”) to SAWS on a solicited Bid/Tender/RFQ/RFP/RFI, subject to conducting due diligence, as a result of which certain confidential/personal information of the Data Subject may be disclosed to SAWS.

The Data Subject hereby gives consent to the following:

1. Purposes

SAWS will process, including collect, your personal information (as set out in point 2 below) for the following purposes:

- a) strategic sourcing;
- b) procurement;
- c) contract management;
- d) supplier management;
- e) invoice management;
- f) payments;
- g) debt recovery;
- h) Fraud prevention; and
- i) supplier discovery.

The provision of personal information is voluntary. However, if you do not provide your personal information, we may not be able to perform the above-mentioned purpose/s.

2. Legal basis of the processing

We process your personal information on the basis that (i) processing information is necessary for pursuing our legitimate interests (according to section 11(1) of the Protection of Personal Information Act, No. 4 of 2013 (“POPIA”)), which lies in achieving the purposes as set out in point 1 above, (ii) processing is necessary to carry out actions for the conclusion or performance of “supply chain management functions” for which you are party (according to section 11(1)(b) of POPIA), or (iii) processing complies with an obligation imposed by law on us (according to section 11(1)(c) of POPIA).

We process the following personal information (for specific natural or juristic person and can be used to identify you or that person):

POPIA: SUPPLIER NOTICE AND CONSENT FORM

- a) Master data
 - Name
 - Addresses
 - Contact numbers
 - Email address
 - Other contact details of the supplier
 - Supplier primary contact person's name and contact information
 - Job position and role / qualifications
 - Partner roles of the suppliers needed for invoicing and ordering
 - Identification / company registration number
 - BBBEE status
 - Central Supplier Database number
- b) Accounting and payment information
 - VAT & Income tax numbers
 - Tax clearance pin
 - Bank details
 - Bank account type and number
 - Name of the account holder
 - Attachment of confirmation documents
 - Terms of payment
 - Accounting correspondence
- c) Supplier classification
 - Category
 - Vendor portfolio
 - Product categories
 - Main product category
 - Additional product categories
 - Vendor category.
- d) Declared conflict or potential conflict of interest
- e) Information on goods and/or services offered by supplier
 - quantity and quality of offered goods and/or services
 - other commercial terms of the offer
- f) Contract information
 - commercial terms of the contract
 - legal terms of the contract
 - any other contractual documentation
 - information about contract performance and instances of non-performance

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3. Retention periods

Your personal information will only be kept for as long as we reasonably consider necessary for achieving the purposes set out in point 1 above and as is permissible under applicable laws. We will, in any case, retain your personal information for as long as there are statutory retention obligations or potential legal claims are not yet time barred.

4. Law enforcement

We may disclose personal information if required:

- by a subpoena or court order;
- to comply with any law;
- to protect the safety of any individual or the public; and
- to prevent violation of our supplier relation terms.

5. Regulators

We may disclose your personal information as required by law or governmental audit.

6. Sharing

We may share your personal information with:

- other divisions or public entities within the South African Government as the South African Weather Service (SAWS) is a Section 3(a) public entity under the Ministry of Environmental Affairs and is governed by a Board, so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services;
- an affiliate, in which case we will seek to require the affiliates to honor this privacy notice;
- our goods or services providers under contract who help provide certain goods or services or
- help with parts of our business operations, including fraud prevention, bill collection, marketing,
- technology services (our contracts dictate that these goods or services providers only use your
- information in connection with the goods or services they supply or services they perform for the SAWS and not for their own benefit);
- credit bureaus to report account information, as permitted by law;
- banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you utilize the services to receive payments and you meet their criteria); and
- other third parties who provide us with relevant services, where appropriate.

7. Suppliers rights

Under applicable law, you have, among others, the rights (under the conditions set out in applicable law): (i) to check whether and what kind of personal data we hold about you and to request access to and the right to rectify the information collected (ii) in certain circumstances, to object to the processing of personal information, in the prescribed manner, on reasonable grounds relating to your particular situation, unless legislation provides for such processing or to object for the purposes of direct marketing; or (iii) to lodge a

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complaint with the Information Regulator. The address of the Information Regulator is 33 Hoofd Street Forum III, 3rd Floor Braampark, Braamfontein, Johannesburg.

8. Your obligations

You may only send us your own personal information or the information of another data subject where you have their permission to do so.

9. Security

We take the security of personal information very seriously and always do our best to comply with applicable data protection laws. Our website is hosted in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorize access to personal information only for those employees who require it to fulfil their job responsibilities. We implement disaster recovery procedures where appropriate.

10. Data Storage

We will try to keep the personal information we collect as accurate, complete, and up to date as is necessary for the purposes defined in this notice. Please note that to better protect you and safeguard your personal information, please inform us of any required corrections to your personal information.

11. Limitation

We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies/notices or practices of any third parties.

12 Enquiries

If you have any questions or concerns arising from this notice and consent form or the way in which we handle personal information, please contact the South African Weather Service Deputy Information Officer:

HEAD OFFICE

Eco Glades block 1b, Eco Park,
Cnr Olievenhoutbosch and Ribbon Grass Streets,
Centurion, 0157
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