



**BID NUMBER**

**DOT-ANZ-23/24-0001**

**DESCRIPTION: THE PROVISION OF SECURITY SERVICES AT ALFRED NZO  
FOR A PERIOD OF 24 MONTHS**

**Issued by:**

**Supply Chain Management Unit**

**Department of Transport**

**Private Bag X3561**

**Kokstad**

**4700**

**NAME OF BIDDER:** \_\_\_\_\_

**CSD NUMBER :** \_\_\_\_\_

**LOGIS NUMBER:** \_\_\_\_\_



# INVITATION TO BID

**BID NUMBER: DOT-ANZ-23/24-0001**

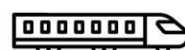
**DESCRIPTION: THE PROVISION OF SECURITY SERVICES AT ALFRED NZO THE PERIOD OF 24 MONTHS**

**CLOSING DATE: 26 JUNE 2023 | Time: 11H00**

The completed RFQ (Request for Quotation) must be placed in a sealed envelope, clearly marked with the Bid number and the Nature of the Service, and be deposited in the Bid Box situated at 188 Ngqubusini Street, Mount Ayliff not later than **11H00 on 26 June 2023**

**Bidders must take particular note of the following:**

- Service providers are kindly requested to submit price quotations on the attached pricing schedule for the specified items / service.
- By submitting the price quotation, it is accepted that you fully understand the requirements of this invitation and have familiarized yourself with the General Conditions of Contract (GCC) available on National Treasury website.
- The tender will be evaluated according to the preferential procurement model in the preferential Procurement Policy Framework Act (PPPFA 5 of 2000): Preferential Procurement Regulations, 2022 as well as the SCM Policy of the Department of Transport.
- In the case of a JV tender, each party must supply a valid tax certificate and a letter of good standing.
- The tenderers must ensure that they complete and sign the ECBD 1, ECBD 4, ECBD 6.1
- The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in the Bidders tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer and therefore non-responsive.
- Bidders must have provided supporting documentation as per the bid specification schedule requirement;
- Bidders who are not registered for VAT are not eligible to claim VAT in their pricing;
- Bidders should take note that price is not a determining factor to award the bid.



**Furthermore, quotation offers will only be accepted if:**

- Bidders are registered with Central Supplier Database (CSD) with Treasury prior to submitting this RFQ (see <https://secure.csd.gov.za/>).
- The tenderer is in good standing with SARS as verified on the Central Supplier Database.
- The tenderer or any its directors or shareholders is not listed on the register of tender defaulters in terms of the prevention and compacting of corrupt activities Act of 2004 as a person prohibited from doing business within the public sector.
- The tenderer has not abused the employers Supply Chain Management System or failed to perform on any previous contract and has been given written notice to this effect.
- All quotations shall be held valid for 60 days after the closing date. The Department reserves the right not to accept the lowest or any tender.

**Enquiries should be directed to:****SCM**

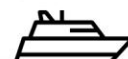
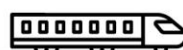
Mr. M Mantangayi  
Cell: 066 301 7118  
[mfezeko.mantangayi@ectransport.gov.za](mailto:mfezeko.mantangayi@ectransport.gov.za)

**| TECHNICAL**

Ms. T Mtimba  
| Cell: 060 998 0477  
[Thandiwe.mtimba@ectransport.gov.za](mailto:Thandiwe.mtimba@ectransport.gov.za)

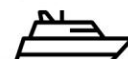
.....  
Acting District Manager

.....  
Date



**SPECIFICATION**

No	Full description of items	QTY
1	<b>5 X Grade C Security Officers</b> <ul style="list-style-type: none"> <li>01 Guard for each block</li> </ul>	05
2	<b>Equipment Requirements</b> <ul style="list-style-type: none"> <li>Communication devices (appropriately certified 2-way radios + cell phones in good working order with airtime)</li> <li>Registers – Occurrence books, equipment register, Firearm register</li> <li>Handcuffs for each guard</li> <li>Rubber Baton for each guard</li> <li>Communication radios for one shifts</li> <li>Metal detectors</li> <li>Pepper spray and whistle for each guard</li> </ul>	05
3	<b>Protective clothing and other working material</b> <ul style="list-style-type: none"> <li>Guards must be supplied with protective clothing {uniform} for identification with company name.</li> <li>Name tag to identify each security guard.</li> <li>Books to record all occurrences.</li> <li>A prescribed form to be agreed to, copies to be reproduced to record all incoming visitors with or without vehicles.</li> <li>A prescribed form to record all assets coming in and going out of the premises with officials.</li> </ul>	
4	<ul style="list-style-type: none"> <li>Attach proof of registration with the private security industry regulatory authority (<b>PSIRA</b>)</li> </ul>	
5	<ul style="list-style-type: none"> <li><b>Duration of 24 Months (from 01 July 2023 to 30 June 2025)</b></li> </ul>	
6	Working shifts: 06h00 to 18h00	
7	<b>Specified duties:</b> <ul style="list-style-type: none"> <li>Daily searchers for all people coming in and going out of premises, private and official with no exception.</li> <li>Random patrols during the day</li> </ul>	
8	<b>Security Guards:</b>	



	<ul style="list-style-type: none"> <li>▪ Security Guards must be Graded as “C” <b>provide proof (PSIRA certificate for each guard) and list.</b></li> <li>▪ Security Guards shall be able to communicate, read and write.</li> <li>▪ Security guards may not be younger than 18 years of age</li> <li>▪ The Security Company owner/s must be PSIRA registered and graded “A or B” <b>provide proof.</b></li> </ul>	
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## SCOPE OF WORK

### 1. THE FOLLOWING OFFICE BLOCKS ENTRANCES TO BE SECURED

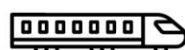
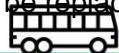
- 1.1. District Management entrance
- 1.2. Supply Chain Management entrance
- 1.3. Finance Management entrance
- 1.4. Traffic Safety entrance
- 1.5. Public Transport entrance

### 2. ACCESS CONTROL AT DEPARTMENTAL BUILDINGS

- 2.1. Access control at entrance or main doors
- 2.2. Processing search of clients and governmental employees
- 2.3. Searching and patrolling of designated areas
- 2.4. Ensure that people visiting the premises possess the requisite authority or good reason to be on premises.
- 2.5. Ensure that the control point is neat and tidy at all times.
- 2.6. Inspect and test all facilities and equipment / machinery and report any defects to the security manager
- 2.7. Be polite and courteous towards personnel and clients at all times but do not deviate from fixed procedures
- 2.8. Perform searches as specified in the Company (Contractor) operations procedures
- 2.9. In the event of any doubt or suspicion, contact the Shift commander
- 2.10. Report any irregularities noticed at the main doors in writing

### 3. Restrictions on the Erection of Structures and Equipment

- 3.1 The erection, installation or alteration by the Contractor of any structures including movable temporary office accommodation units which the Contractor may wish to erect for administrative and supervisory purposes and equipment in or on the site in terms of this contract shall be subject to the prior written approval of the Employer. No domestic housing facilities will be allowed on site.
- 3.2 The Employer shall not be liable for any loss or damage to equipment supplied by the Contractor due to theft, vandalism or whatever reason and any such equipment lost or damaged shall be replaced by the Contractor at his/her own cost.



#### 4. General Requirements with Regard to Personnel upon Signing a Contract

- 4.1 All security staff shall be properly trained and equipped for their duties and shall be security cleared by the S.A. Police Services. All personnel shall be outfitted with uniforms and equipment necessary for the performance of their duties.
- 4.2 The Contractor undertakes to employ only such persons for the performance of the function and/or duties in connection with the project on the site as the Employer may approve in writing. The Contractor shall advise all his personnel or persons to be employed by him/her in the performance of the functions and/or duties in accordance with this contract of any security measures, which the Employer may from time to time prescribe.
- 4.3 If the Employer at any time is of the opinion that any of the Contractor's employees connected with the performance of the functions and/or duties in terms of this contract should, for any reason not be connected with the performance of such functions or duties, the Employer shall be entitled to require the Contractor forthwith to withdraw any such employee from any such function or duty or forthwith to withdraw such employee from the project.
- 4.4 In such an event the Contractor shall forthwith comply with such request and shall not on account of such request be entitled to claim any loss or damages from the Employer; and
- 4.5 Furthermore, if the Employer requires any information regarding any of the Contractor's employees connected with the performance of functions and duties in terms of this Contract, the Contractor shall without delay furnish the Employer with all available information upon request.
- 4.6 The Contractor shall appoint personnel capable of communicating with members of the public in the language dominant in the area and the Employer shall be entitled to require the Contractor forthwith to withdraw any employees from the relevant duty if such employee does not, in the opinion of the Employer, comply with a reasonable linguistic standard.

#### 5. SUPERVISORS AND SECURITY GUARDS

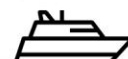
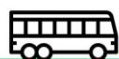
The security staff employed by the Contractor at the site shall satisfy the following conditions:

##### 5.1 Supervisors

- (a) Supervisors shall be trained and have grade 12 (Gr 12).
- (b) Supervisors shall have a good grounding in their post descriptions and duties.
- (c) Supervisors shall at all times be capable of leading/controlling and supervising their subordinates.
- (d) Supervisors shall be able to communicate, read and write

##### 5.2 Security Guards

- (a) Security guards shall be trained **GRADE C** and have grade 10 OR 12
- (b) Security guards shall be able to communicate, read and write.
- (c) Security guards may not be younger than 18 years of age.



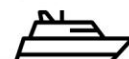
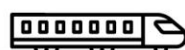
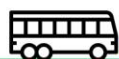
## 6. General Provisions for Supervisors and Security Guards

- 6.1. Supervisors and security guards shall have undergone and passed formal Security training approved by PSIRA.
- 6.2. At all times supervisors and security guards shall present an acceptable image/appearance which implies, inter alia, that they may not publicly sit, lounge about, smoke, eat or drink while attending to people.
- 6.3. Supervisors and security guards shall at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards them.
- 6.4. Supervisors and security guards shall be physically healthy and medically fit for the execution of their duties.
- 6.5. Supervisors and security guards shall be registered as security officers/guards, as required by Private Security Industry Regulatory Act, Act 57 of 2001.
- 6.6. Supervisors and security guards shall sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Employer.
- 6.7. Supervisors and security guards are prohibited from reading office documents or rummaging through records.
- 6.8. No information concerning Employers activities may be furnished to the public or news media by the Contractor or his employees.
- 6.9. The Employer reserves the right to ascertain from the S.A. Police Services whether security staff in his/her service possesses clearances, and to ascertain from the Private Security Industry Regulatory Authority (PSIRA) whether the security staff are registered with PSIRA.
- 6.10. The wages paid to security personnel shall be at least the minimum wage according to the sector determination.

## 7. Security Staff Equipment

The Contractor shall ensure that each member of his security staff will at all times when on duty be fully equipped in respect of:

- 7.1. A neat and clearly identifiable uniform from the Contractor, which uniform will include matching raincoats and overcoats for rainy and cold conditions respectively.
- 7.2. A clear identification card from the Contractor, with the member's photo, identification and numbers on it, worn conspicuously on his person at all times.
- 7.3. Alternatively: A clear identification card from the Contractor with the member's identity and file numbers on it, accompanied by his official Identity Document, worn on his person at all times.



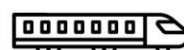
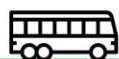


#### 7.4. Service aids to be worn on the body at all times:

- 7.4.1 Baton
- 7.4.2 Handcuffs
- 7.4.3 Whistle
- 7.4.4 Pocket Book
- 7.4.5 Pen
- 7.4.6 Radio – Handheld 2 Way

### 8. General Requirements

- 8.1 The Contractor must provide a 24-hour service and tracking of patrols must be provided to the department on a weekly basis. An all-weather vehicle must be provided.
- 8.2 At his Headquarters, proper staff files of all security staff in his service that is employed for service shall be kept up to date by the Contractor and be available for inspections by the Employer. The appropriate documents shall include, inter-alia, scholastic, registration and medical certificates and security clearances.
- 8.3 The Contractor shall implement an approved control system such as a registers (sign in and out) to provide physical evidence of the presence of all employees on site at all times. Data sheets shall be supplied to the representative at his request and shall be submitted with payment certificates.
- 8.4 All employees shall be fully conversant with emergency plans and procedures on site and shall give their full support in the event of an emergency.
- 8.5 Employees shall not work for more than 12-hour shifts.
- 8.6 The Contractor shall at all times provide the necessary supervision on site. This shall include a duly appointed Security Manager, Shift Commanders for each shift and supervisors for specific functions. Supervisors and Shift Commanders may form part of the functional staff.
- 8.7 Bidders shall include schematic diagrams of their command-and-control structure in their bids.
- 8.8 The Contractor shall always have detail procedures manuals for all security functions available on site. Procedures manuals shall be submitted for the approval of the Employer at the start of the Contract. Approval of the manuals will not relieve the Contractor from any of his obligations under the Contract. Should the Employer discover any deficiencies in the Procedures Manuals subsequent to his approval of such Manuals, he may order the contractor to amend the Manuals to his satisfaction at the cost of the Contractor.
- 8.9 The Contractor must establish communication linkage with the police.
- 8.10 The Contractor shall check authorization letters for the removal of goods from the institutions. Copies of the authorizations should be recorded and kept by the service provider.
- 8.11 Upon signing of Service Level Agreement, the contractor shall submit full particulars, including proof of training, of all security personnel employed on site and shall not remove such personnel from the project or employ new personnel on site without written approval of the Employer.





## 9. Training of Personnel

- 9.1 The Contractor shall provide the necessary training programmes including initial and refresher courses to ensure that all personnel possess, at all times, the necessary expertise to execute their functions in accordance with the specification and to the satisfaction of the Employer.
- 9.2 New personnel must be mentored by existing personnel to allow for a proper induction phase.
- 9.3 The Contractor is responsible for the training of his staff at the center in respect of the application of the guidelines of the emergency plan, which shall be provided to him/her by the Employer's Emergency Co-Ordinator.
- 9.4 Should any employee of the Contractor not perform his duties to the satisfaction of the Employer, the Contractor shall forthwith remove such Employee from the site and replace him/her with an alternative competent staff member.
- 9.5 The Employer may perform any tests, as he considers necessary from time to time to ensure that the service provided by the Contractor is acceptable in terms of the specification. The Employer or his representative will however not act as supervisors and any such tests or absence thereof, shall not relieve the Contractor of his responsibilities under this Contract.

## 10. Supply and Maintenance of Equipment

All equipment including hand held metal detectors, extend-eye mirrors, radios and other communication equipment, vehicles, arms and ammunition and any other equipment necessary to execute this contract in accordance with the specification, shall be supplied and maintained by the Contractor to the satisfaction of the Employer and in accordance with the requirements of the National Key Point act No. 102 of 1980 where applicable.

## 11. Back – Up Resources

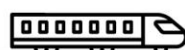
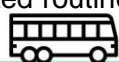
- 11.1 The Contractor shall provide adequate back- up resources to maintain security on the site.

## 12. Registers

- 12.1. Security registers are to be supplied and kept neat and legible.

### 12.2. Occurrence Book

- 12.2.1. The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors, and all other relevant occurrences at the center.
- 12.2.2 The Contractor's security staff on duty shall make the following entries in the occurrence book: all listed routine procedures such as patrols undertaken, handing over of shifts, etc.



mentioning the procedures followed, by whom and the time of commencement. These entries shall be made clearly legible, in blue/black ink.

- 12.2.3 All occurrences, however, slight or unusual, shall be recorded with reference made to the correct time and relevant actions taken.
- 12.2.4 All security staff activities, especially deviations in respect of the duty list, specifying particulars of the staff and relevant times.
- 12.2.5 The issue and/or receipt of keys, specifying the time and by whom they were received or delivered.
- 12.2.6 The unlocking or locking of doors or gates, specifying the time and by whom locked or unlocked.
- 12.2.7 The handing over of shifts, mentioning all names of all shift staff and accompanying equipment and aids. In this case, staff taking over as well as staff handing over shall sign the entry/entries
- 12.2.8 After the taking over of shifts, the first level supervisor shall make an entry declaring that he has read the Occurrence Book in order to acquaint himself with events that occurred during the previous shift.
- 12.2.9 All visits by second level supervisors and top management.
- 12.2.10 These entries shall be done in red ink.

Note: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed on the side.

The Contractor shall store the completed (full) Occurrence Books until the end of the contract.

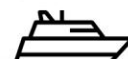
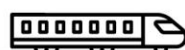
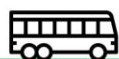
#### 12.2.11 Vehicle inspection forms

To be completed by the night shift for all government vehicles on the premises. Day shift to check vehicles when taking over forms. Forms from previous day are to be handed in at the office before 08h00 the following day.

#### 12.2.12 Fire Arm Procedure for Contract Security

All hand held firearms and ammunition are in the custody of the site supervisor and are kept in a locked safe. Handing over of firearms is done on a daily basis using the firearm Register. Alternatively, all hand held firearms and ammunition shall not enter the premises.

#### 12.2.13 Storage of Pedestrian and Vehicle Forms



The contractor shall store the completed full pedestrian and vehicle register forms for a contract period. After contract period these documents must be given to the employer for archiving.

#### 12.2.14 Notebook

The purpose of the notebook is to note down all incidents occurring or observations made by a security person during a turn of duty, for later reference. During their turns of duty all security staff shall wear a notebook on their persons. The following information shall be noted down in the notebooks: All occurrences/events however, slight or unusual, referring to the following:

- a. Reporting on and off duty.
- b. Time of occurrence or event.
- c. Extent of occurrence or event.
- d. Relevant occurrence book number with due allowance for paragraph below.
- e. Follow up actions taken in respect of occurrence or event.
- f. All relevant information noted down in notebook shall immediately or directly after return from a patrol, be copied into the occurrence book.
- g. The Contractor shall store the completed (full) notebooks for the contract period.

#### 12.2.15 Duty List

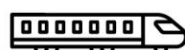
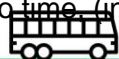
- a. The purpose of the duty list is to serve as proof, at all reasonable times, that all staff who should be on duty per shift, are indeed on duty.
- b. Daily, weekly or monthly duty lists of all security staff on duty, as purported in this agreement, shall be drawn up by the Contractor and kept in the security control office of each Centre where such service is rendered.
- c. Any change to the duty list shall be crossed out by a single line, installed, dated and noted in the occurrence book.

#### 12.2.16 Duty Sheet

- a. The purpose of a duty sheet is to ensure that all security staff on duty is familiar with the duties as required in this agreement.
- b. The Contractor shall have available at the Centre a fully expounded duty sheet per duty point.

### 13. Occupational Health and Safety

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during



the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

#### 14.1 The contractor: -

14.1.1. acknowledges that it is fully aware of the terms and conditions of the Act;

14.1.2. acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act; agrees to ensure that all Services shall be performed and all equipment shall be used in accordance

With the provisions of the Act accepts accountability for its employees and sub-contractors to the extent that such employees and sub-contractors (including any other personnel) contravene the provisions of the Act;

14.1.3. agrees to comply with all rules and regulations implemented by or on behalf of the Employer relating to health and safety and will inform the Employer immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

14.2 The contractor shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.

14.3 The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

### 15. Service Level Agreement

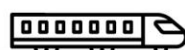
It is recorded that the Employer and the service provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

### 16. Breach and Termination

Bidders are referred to General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract and delayed execution.

### 17. Loss and Damage

Contractor hereby indemnifies the State/Employer/Institution and will hold the State harmless/Employer/institution, against any loss or damages which the State may suffer, or any



claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

## 18. Transfer Management

Upon termination of the contract for whatever reason contractor shall assist the Employer to transfer the Services to the Employer, or to another service provider designated by the Employer. Without detracting from the generality of this obligation, contractor shall, to the extent required by the Employer, provide the Employer or the third party service provider with all information and documentation required to enable the Employer or such service provider to provide the Services, it being recorded that this obligation shall not oblige contractor to deliver any documentation which is proprietary or confidential to contractor.

## 19. Sub-Contractors

The contractor may only sub-contract its obligations under the contract with the prior written consent of the Employer (or any other authorized authority) and then only to a person and to the extent approved by the Employer or such authority and upon such terms and conditions as the Employer or such authority require. It is recorded that where such consent is given the contractor shall remain liable to Employer for the performance of the Services.

## 20. Strikes

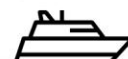
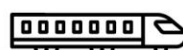
The Contractor undertakes that strikes by his personnel will not influence the rendering of this service.

## 21. Insurance and Indemnity

21.1 The contractor shall be held responsible for any loss of, or damage to, or theft of, or destruction of any property belonging to the Department of Transport which he/she is contracted to secure. The Contractor shall immediately inform the Department of such loss, damage, destruction or theft.

21.2 The contractor shall furnish to the Employer upon the effective date of this Agreement, insurance underwriter's certificates evidencing that the Contractor is in full compliance with all the above described insurance requirements (including the insuring of the Contractor's contractual liability under this Article) and that:

21.2.1 The Employer, its officers, agents and employees shall be named as additional insurers there under.

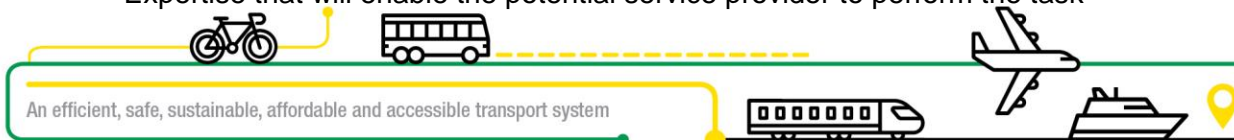


- 21.2.2 The Contractor's policy requires the insurer (s) to give thirty – (30) days prior written notice of any cancellation or material alteration of the policies of insurance, or any parts thereof in a manner adverse to the Employer.
- 21.2.3 The Contractor's insurers waive rights of subrogation against the Employer, its officers, employees and agents to the extent of the contractor's indemnification obligations set forth Herein: and
- 21.2.4 The Contractor's insurance policy is endorsed to include a cross-liability clause.
- 21.3. The Contractor agrees and hereby undertakes to indemnify, defend and save harmless, the Employer, its officers, employees and agents from and against any and all liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the Employer, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement, excepting, however, such liability damages, claims, penalties, thefts, fines, losses, suits and action that are caused by a negligent act or omission of the Employer, its officers, employees and agents. The Contractor's liability under this indemnity shall be limited to the Public and Product Liability insurance coverage.
- 21.4 The Employer agrees that it will give to the Contractor prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Contractor and the Contractor shall have the right to participate in the defence of the same to the extent of its own interest.

## **22. Professional Indemnity, all Risks, Insurances, Warranties, guarantees, Licensing& on-site support**

## **23. Minimum Requirements**

Expertise that will enable the potential service provider to perform the task



- I. Professionally Registrations and relevant accreditation;
  - Proof of current and valid PSIRA Certificate; *(The bidder must submit a valid PSIRA certificate i.e. the "New Certificate" in line with industry circular issued by PSIRA on 10 March 2015, Valid letter of good standing from PSIRA; (This correspondence must be valid at the bid closure date)*
  - Valid letter of good standing from PSIRA; (This correspondence must be valid at the bid closure date)
  - Bidders must submit copies of firearm licenses certified by SAPS. All licenses must reflect the name of the bidder. In case of a Joint Venture [JV], the license of either company must be submitted.
- II. Bidders must include schematic diagrams of their command and control structure in their bids
- III. The key personnel **experience –The project leader or supervisor must have a minimum of three (3) years' experience**
- IV. **A company must have performed a minimum of two (2) contracts of the same range and size in the last five (5) years.**
- V. The company past experience in relation to the scope of work;
 

Bidders shall give satisfactory evidence of actual experience in the class of work being bid for, incorporating the following details: The bid award letter / signed contract must provide for the following information and must be in the client's letter heads.

  - Nature of work;
  - Duration of the contract;
  - Value of work;
  - Year completed.
- VI. Provide proof of physical address for the office establishment

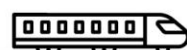
**-NB: Failure to meet any of the above minimum requirements may render the bidder non-responsive and will not be considered.**

### 3. WORK PLAN

Prospective bidders must submit together with their bid proposal a complete detailed work plan. The work plan should detail exactly how the project will be carried out taking into consideration the scope of work. The work plan must address the following items:

- The number of security guards assigned for the services
- How security guards will be grouped and assigned to each shift for each area
- How the duties will be carried out, managed and monitored for compliance in terms of the scope of work
- Control procedures and mechanisms put in place in order to monitor performance.

### 4. TRACK RECORD AND REFERENCES





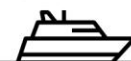
Prospective bidders must mention details of at least three references from previous contracts, of similar nature.

Please indicate the following:

- Start dates of the contract
- Duration of the contract
- Number of security guards used
- The company name / clients
- Contact persons and working telephone numbers with references
- Years of experience the bidder / entity has in the security industry

## 5. PAYMENTS AND SALARIES

- Payments of salaries must not be less than the minimum specified and promulgated remuneration rates determined by the Department of labour.
- Salaries to employees must be paid by electronic funds transfer (EFT) and salary periods be submitted to the Department of Transport on a monthly basis.
- Payment date of employees must be disclosed and remain consistent to the employees and the Department of Transport.



## QUOTATION EVALUATION CRITERIA

### 1. EVALUATION CRITERIA:

The following criteria shall apply:-

- The tender will be evaluated according to the preferential procurement model in the preferential Procurement Policy Framework Act (PPPFA 5 of 2000): Preferential Procurement Regulations, 2022 as well as the SCM Policy of the Department of Transport.

#### 1.1. Price:

- 80 points will be awarded to the bidder submitting the lowest price (all other bidders will receive points proportionately thereto):

#### 1.2. Calculation of points for specific goals

- The tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Historically Disadvantaged Individuals Ownership</b>		
Black ownership	4	% ownership
black women ownership	4	% ownership
black youth ownership	4	% ownership
disabled people ownership	4	
<b>Locality:-</b>		
(a) Local Municipality – OR Tambo	4	
(b) Outside – Local Municipality	2	

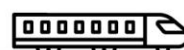
### 1.3. Bidders are required to submit, together with their bids, the following: -

- 1.3.1. Service providers must submit proof of its Specific Goals points claimed / status of contributor.
- 1.3.2. The Specific Goals supporting documents required to verify claimed points may inline with the specified requirements include:

- Disability Ownership: valid medical documentary proof.
- Military Veterans Ownership: valid proof of veteran status.

\* The Central Supplier Database will be used to verify the specific goals other than the specific goals stated under paragraph 1.3

- 1.3.3. A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the SPECIFIC GOALS. Such bidders will score 0 out of maximum of 20 points for SPECIFIC GOALS



## PART A

### INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	DOT-ANZ-23/24-0001	CLOSING DATE:	26-06-2023	CLOSING TIME:	11H00
-------------	--------------------	---------------	------------	---------------	-------

DESCRIPTION	PROVISION OF SECURITY SERVICES AT MT AYLIF DISTRICT OFFICES FOR A PERIOD OF 12 MONTHS
-------------	---

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE  
 BID BOX SITUATED AT (STREET ADDRESS): **DOCUMENTS**  
**WILL BE EMAILED BACK TO THE SENDER**

**DEPARTMENT OF TRANSPORT OFFICES**

**SUPPLY CHAIN BLOCK ENTRANCE FOYER,**

**MOUNT AYLIF**

**4735**

#### SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION  
NUMBER

TCS PIN:

**OR**

CSD No:

B-BBEE STATUS LEVEL  
VERIFICATION CERTIFICATE

☐ Yes

B-BBEE  
STATUS LEVEL  
SWORN  
AFFIDAVIT

☐ Yes

[TICK APPLICABLE BOX]

☐ No

☐ No

IF YES, WHO WAS THE  
CERTIFICATE ISSUED BY?



AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	TRANSPORT	CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	



**PART B****TERMS AND CONDITIONS FOR BIDDING****1. BID SUBMISSION:**

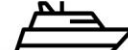
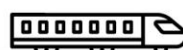
- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CS
- 2.6 D NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO



ITEM NO	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL COST
1	Provision of Security Services at Alfred Nzo for a period of 24 Months	Each	05		
SUB TOTAL					
Vat 15% [only if eligible and registered]					
TOTAL AMOUNT OF QUOTATION					

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

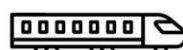
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

## PRICING SCHEDULE

NB

After service has been rendered the invoices must be submitted to the following email address: [invoices@ectransport.gov.za](mailto:invoices@ectransport.gov.za)



# BID PRICING FORM

For ease of reference, Bidders shall enter their Bid Price, copied from the Pricing Schedule, in the space provided below. Should there be any discrepancy, then the sum calculated from the Pricing Schedule, subject to any arithmetic correction, shall hold precedence.

**Total Price (amount in words ):**

.....  
 .....

....., inclusive  
 of VAT

**Total Price (amount in figures)**

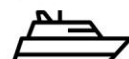
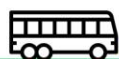
R ....., inclusive of VAT

**NAME OF BIDDER:**

.....

**SIGNED ON BEHALF OF THE BIDDER:**

.....





## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder..... Quote number: **DOT-ANZ-23/24-0001**

Closing Time : **11H00**

Closing date : **26 - 06-2023**

OFFER TO BE VALID FOR 30 DAYS FROM THE CLOSING DATE OF QUOTE. \_\_\_\_\_

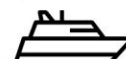
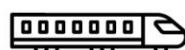
ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by: DEPARTMENT OF TRANSPORT
- At: ALFRED NZO
- Brand and model N/A
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable



## ECBD 4

<b>ECBD 4:</b>	<b>BIDDER'S DISCLOSURE</b>
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**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

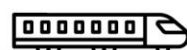
**YES/NO**

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

Full Name	Identity Number	Name of State institution

1. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2. 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.



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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

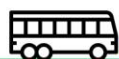
.....

.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative



penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

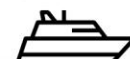
*I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.*

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



## DECLARATION OF EMPLOYEES OF THE STATE OR OTHER STATE INSTITUTIONS

### This form must be included additional to the ECBD.4

#### 1. In terms of section 30 of the Public Service Act;

No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.

#### 2.

Are any of the shareholders/ directors of your company employed by the State?	Yes/No
---	--------

#### 3. "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) Any provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.
- (f) Any Parastatal (A company or agency owned or controlled wholly or partly by the government).

#### 4. Should you indicate "yes" above, please provide the following details:

No	NAME & SURNAME OF DIRECTOR	STATE INSTITUTION WHERE EMPLOYED	ID NUMBER	EMPLOYEE/ PERSAL NUMBER
1				
2				
3				
4				
5				

#### 5. Please note: The "state" is clearly defined in paragraph 3 above. In the event that "no" is selected and subsequently any false declaration are detected, the non-disclosure of such "state employment" will be deemed as "fraud". Therefore the state may reject the bid and in addition may proceed with further action should this declaration prove to be false.

#### 6. DECLARATION

I, (NAME & SURNAME) ..... ID NUMBER..... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 4 ABOVE IS CORRECT.

.....  
Date

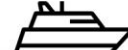
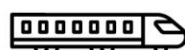
..... Signature

.....

.....

Position

Name of bidder



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

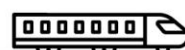
1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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



## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender

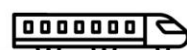
### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where





- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

#### FORMULAE FOR CALCULATION POINTS

To Score points for Equity Ownership / Disability/ Locality the following formula will be used to calculate the points out of 5 points Max.

$$SGP = \frac{\%OE (CIPC / from BBBEE)}{100} \times MEO (Max = 4)$$

$$(e.g) \text{ Women Equity Ownership} = \frac{89}{100} \times 4 = 3,56$$

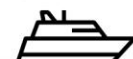
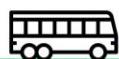
Where

SGP= Specific goals points

OE = Ownership Equity

MOE= Maximum points for Equity Ownership

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



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

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

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Historically Disadvantaged Individuals</b>		
black ownership	4	
black women ownership	4	
black youth ownership	4	
disabled people ownership	4	
<b>Locality:-</b>		
(a) Within the Alfred Nzo Municipality	4	
(b) Outside the Alfred Nzo Municipality	2	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

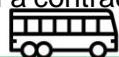
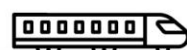
4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs



1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

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.....

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## **GENERAL CONDITIONS OF CONTRACT**

- The latest General Conditions of Contract [GCC] and Contract Law shall be applicable to this Quotation and obtainable by visiting the National Treasury website at [www.treasury.gov.za](http://www.treasury.gov.za)
- Bidders must familiarize themselves with these GCCs

