



Province Of The Eastern  
Cape

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Department of Social  
Development  
Private Bag X 6000  
Mthatha  
5099  
SOUTH AFRICA

## **BID SPECIFICATION DOCUMENT**

**APPOINTMENT OF SERVICE PROVIDER TO PROVIDE  
SECURITY SERVICES AT QUMBU CHILD AND YOUTH CARE  
CENTRE - OR TAMBO DISTRICT DEPARTMENT OF SOCIAL  
DEVELOPMENT EASTERN CAPE FOR A PERIOD OF EIGHT  
(08) MONTHS.**

## 1. BACKGROUND

1.1. The Department of Social Development is mandated by Section 27 (1) (C) of the Constitution of the Republic of South Africa to provide for the right of access to appropriate social assistance to those unable to support themselves. In view of the aforementioned the Department has established Child and Youth Care Centre in Qumbu. The Department therefore has to create a safe environment to these office and personnel and to prevent any losses to the Department. In order to ensure that this objective is realized an effective security function must be implemented to achieve these goals.

## 2. PROBLEM STATEMENT

2.1.1 The Department is being entered daily by employees, visitors, clients, contractors and service providers. The Department has a responsibility to ensure the protection of, personnel, and clients of the department, assets, equipment and information to create a safe and secure working environment for officials to operate under. In order to achieve this, it is necessary to control access and protect Government premises by appointing suitably qualified service provider to render a physical security service on behalf of the Department.

2.1. 2 The purpose of this document is to invite experienced/prospective bidders to submit proposals to provide physical security services in terms of:

- a) Control of Access to Public Premises and Vehicles Act, No 53 of 1985,
- b) Criminal Procedures Act, No 51 of 1977,
- c) Private Security Industry Regulatory Act, No 56 of 2001,
- d) Occupational Health and Safety Act, No 85 of 1993 as amended.

Area/Service Office	Description PSIRA Grade	No. of Guards		Total No. of Guards
		Day Shift	Night Shift	
Qumbu Child and Youth Care Centre	Grade B	1	1	6 (Unarmed)
	Grade C	2	2	

## **2. OVERALL OBJECTIVE**

2.1. This bid specifies the requirements of the Eastern Cape Department of Social Development for the appointment of:

- a) Suitably qualified Security Bidders, to provide quality physical security services on a firm price contract in an office complex environment for the protection of clients, staff, information and government property. That includes the implementation of access/egress control, patrolling, escorting and the prevention of any prohibited items entering or unauthorized items exiting in the office environment / theft from the site.

## **3. CONTRACT PERIOD**

3.1. The above services are required for a period of Eight (08) months from the date of a signed agreement.

## **4. SCOPE OF WORK**

### **5.1 Service Categories**

#### **5.1.1 Guarding Services:**

The Bidder must give an indication of the ability to provide security in terms of the Private Security Regulatory Act, No 56 of 2001 by rendering: a) Physical Security

Access control – Manual/Automated entrance gates.

Perimeter/On-site surveillance.

Personnel Security.

Property Security.

#### b) Search and Seizure

Detection and seizure of unauthorized items such as knives, firearms, illegal substances, etc.

Implementing searching procedures within site.

#### c) Communication methods to be employed by security personnel.

Provision of ICASA approved two-way radios and base station for communication with the off-site control room.

Security services provided should be non-intrusive, in line with the creation of a human rights culture through the implementation of customer care principles.

- d) The use of available technologies to ensure safety and security of staff and residents.

Handheld Metal Detectors

Surveillance Control Room Equipment

Belly Scopes

Security services must be provided in terms of the Private Security Industry Regulatory Authority (PSIRA) and both the Bidder and employee must be registered with the mentioned authority.

- e) Access Control

The purpose of access control is to take such steps that may be considered necessary for the safeguarding of the premises, vehicles and their contents as well as the protection of the people there in or there on. Further to prevent any unauthorized objects or content to access or leave the premises.

Access control must be applied at the following point/s:

Main vehicle/pedestrian entrance.

Administration/Admissions block.

All properties on site

### 5.1.2 Access Control of Vehicles/Pedestrian entrances and exits

The successful bidder must ensure compliance with the Control of Access to Government Buildings and Vehicles Act, No 53 of 1985 by implementing proper screening, search and examination of vehicles and pedestrians before issuing identifiable permit cards to staff, visitor's, contractors and vehicles to the premises. Proper records must be kept of all vehicles and persons passing the access points.

#### Tasks

- a) Ensure the positive identification of any person.
- b) Ensure that the person have a valid or acceptable reason for visit.
- c) Ensure that there is existing authorization for the person to have access.
- d) Ensure that the control point is neat and tidy during shift changes and at all other times.
- e) Inspect and test all equipment and report any defects to the security manager.
- f) Security staff shall be conversant with normal procedures and permits required to enter the point.

- g) Ensure that all persons entering the door are in the possession of a valid permit and that it is clearly displayed.
- h) If metal detectors or x-ray machines are in operation at the doors, follow the procedure as described in the company procedure manual.
- i) Be polite towards all persons at all times but do not deviate from fixed procedures.
- j) Perform searches of parcels, handbags and people as specified in the Company procedures manual by using appropriate machinery.
- k) Ensure that the driver and passengers are in the possession of valid permits.
- l) Issue permits to visitors and contractors after obtaining reason for presence and positive identification.
- m) Escort contractor's/service providers on the premises for deliveries and services.
- n) Perform random searches on vehicles as specified in the Company (Bidder) operations procedures.
- o) Open the gate and allow the vehicle through if all requirements have been met.
- p) The Bidder shall store the completed full register forms for a period of Eight (08) months. After Eight (08) months these documents must be given to the Department for archiving.
- q) 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.
- r) Check authorization letters for the removal of goods from the institutions. Copies of the authorizations should be recorded and kept by the bidder.
- s) In the event of any doubt or suspicion, contact the Shift Commander.
- t) Report any irregularity noticed at the door, in writing.
- u) Ensure that gates and doors are locked at all times when not in service.
- v) Ensure all safety instructions are adhered to at all times.

### **5.1.3 Personnel Security**

- a) These services relate to creation of a secure environment for personnel to operate within.
- b) Patrolling of parameters on the property.
- c) Escorting of all visitors, service providers and clients on site.

### **5.1.4 Property Security**

- a) Prevention of damage to the property at the office.
- b) Identifying and investigating culprits when damage to property has occurred.

- c) Preventing theft of any government property.

### **5.1.5 Registers**

#### **5.1.5.1 Occurrence Book**

- a) The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors, and all other relevant occurrences at the centre.
- b) The Bidder'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 in English.
- c) All occurrences, however, slight or unusual, shall be recorded with reference made to the correct time and relevant actions taken.
- d) All security staff activities, especially deviations in respect of the duty list, specifying particulars of the staff and relevant times.
- e) The issue and/or receipt of keys, specifying the time and by whom they were received or delivered.
- f) The unlocking or locking of doors or gates, specifying the time and by who locked or unlocked.
- g) 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.
- h) 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.
- i) All visits by second level supervisors and top management.
- j) These entries shall be done in red ink.
- k) 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 initialled on the side.
- l) The Bidder shall store the completed (full) Occurrence Books during the contract period and return all the above-mentioned documents at the end of the contract to the Department.
- m) The Occurrence Book/s must be available for audit purposes as and when deemed by the Department.

#### **5.1.5.2 Visitors Registers/Forms**

The purpose of the admission control forms is to have information available at all times regarding persons and vehicles admitted to the site within a specific period, in case an occurrence, or occurrences, should take place which might lead to a judicial enquiry.

- i. This register/form shall be comprehensively and legibly completed by the security officer on duty and shall make provision for the following:
  - a. Date and time of entry
  - b. Full particulars of the visitor
  - c. Contact details of the visitor
  - d. Identification number of the visitor
  - e. Reason for visit
  - f. Signature of the visitor to comply with conditions
  - g. Card number issued to the visitor
  - h. Time of egress by the visitor
  - i. Signature by the security official

#### **5.1.5.3 Vehicle Register/Forms**

This register/form shall be correctly and legibly completed by the security guard/officer on duty and shall make provision for the following:

- a) Date of visit.
- b) Admission and exit time of visitor/vehicle to and from the site.
- c) Surname and initials of driver.
- d) ID Number.
- e) Home or Work address of the driver.
- f) Registration number of the vehicle.
- g) Name of person to be visited.
- h) Purpose of visit.
- i) Number of passengers.
- j) Brand, Serial No and number of laptop(s)/firearm(s) in the vehicle (if any).
- k) Signature of driver.

#### **5.1.5.4 Government Property Register/Forms**

- a) The purpose of the prescribed register/forms is to execute effective checking and control at the site in respect of Government property.
- b) The completion and keeping of a prescribed register/form at a site may be required from the Bidder by the Sub-directorate of Security Management.

#### **5.1.5.5 Pedestrian Register/Admission Control Forms (Where applicable)**

This register/forms shall be correctly and legibly completed by the security guard/officer on duty and shall make provision for the following: a) Date and time of visit.

- b) Admission and exit times of the visitor to and from the site.
- c) Surname and initials of the visitor.
- d) Home or Work address of the visitor.
- e) Official Identity/Passport Number of visitor.
- f) Name of person to be visited.
- g) Purpose of visit.
- h) Brand, Serial nr. for each laptop(s)/firearm(s) in visitor's possession (if any).
- i) Signature of the visitor.

#### **5.1.5.6 Notebook/Pocketbook**

The purpose of the notebook is to note down all incidents occurring or observations made by a security guard during their shift, for later reference. During their shift all security staff shall carry a notebook/pocketbook.

The following information shall be noted down in the notebooks/pocketbooks: 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/pocketbook shall immediately or directly after return from a patrol, be copied into the occurrence book.
- g) The Bidder shall store the completed (full) notebooks/pocketbooks for a period of Eight (08) months. After Eight (08) months these documents must be given to the Department for archiving.

#### **5.1.5.7 Prohibited Items Register**

The purpose of the register is to capture all items that is considered prohibited from entering the site. Items will be surrendered by the owner into the custody of the security officer who will capture the particulars of both the owner and the item in the register. Any fire arm that is surrendered must be dealt with in terms of the Fire Arms Control Act 60 of 2000. Should any illegal items be surrendered for safekeeping it is the responsibility for the security officer to contact the local SAPS in order to address the matter and should it not be returned to the owner. The successful bidder is required to supply and install a firearm safe, pigeon hole type, 9 compartment and keys, once-off, to become the property of the Department on the completion of the contract

The information shall be recorded in the register under the following headings: a) Date

- b) Time





- c) Particulars of the owner
  - i. Name
  - ii. ID nr.
  - iii. Contact details
  - iv. Signature
- d) Particulars of the Item
  - i. Description
  - ii. Make
  - iii. Model
  - iv. Serial nr.
- e) Received by
  - i. Name
  - ii. Signature

#### 5.1.5.8 After Hours Register

The purpose of this register is to keep record of all personnel that gains access to the Departmental sites after normal working hours (08:00 –16:30), weekends and public holidays. This register/form shall be comprehensively and legibly completed by the security officer on duty and shall make provision for the following:

- a) Date and time of entry;
- b) Particulars of the official;
- c) Persal Nr;
- d) Contact Nr;
- e) Office nr;
- f) Signature of the official;
- g) Time of exit;
- h) Signature by security officer.

#### 5.1.5.9 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 shall be drawn up by the Bidder and kept in the security control office of each Area office 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.

#### **5.1.5.10 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 Bidder shall have available at the Service office a fully expounded duty sheet per duty point.

#### **5.1.6 Minimum manpower**

As specified in Annexure C

#### **5.1.7 Security Control Centre**

- a) The bidder must ensure that an offsite fully established operational security control centre that can be reached by means of radio contact with all security staff at the Site and with the Duty Officer on standby and the Area/Service Office Manager of the Department. The control room of the successful bidder will be visited at random in order to ensure it is properly operational.
- b) The control centre shall be fully equipped and manned 24 hours unless otherwise agreed with the Department.

#### **5.1.8 Patrol Services / Reaction Force**

- a) Fully equipped vehicles for patrol services and rapid response shall be available 24 hours. All trips shall be logged with full particulars of the reasons to the satisfaction of the Department. The logbook shall be available for inspection by the Representative of the Department at all times.

#### **5.1.9 Patrol of Sites after hours**

- a) Keep proper record of patrols. The successful bidder will be required to supply and install a patrol monitoring system on site to monitor identified security patrols. Patrol monitoring reports must be available monthly or on request. Complete the patrol and perform all duties as specified in the Company procedures manual including inspection of the sites, attending to all suspicious persons and investigation of suspicious objects, checking of permits, etc.
- b) Parameter patrols to identify any tampering or damaging of fence parameter.
- c) Report all incidents by radio to the Shift Commander and subsequently in writing.
- d) Minimum equipment required
  - i. Dedicated vehicle for patrol services and rapid reaction.

- ii. Flashlights.
  - iii. Protective gear.
  - iv. Radio communication with Shift Commander.
    - 1 x base station radio.
    - One portable radio per guard with chargers.
  - v. Pepper spray.
  - vi. Hand held metal detector.
  - vii. Belly Scope.
  - viii. Firearm safe (pigeonhole type for 4 firearm).
- Provides SABS standard as a once off and installation to a permanent wall in the guard room.

## 5.2 Reaction Force

Reaction force must be well equipped to:

b) Assist the guards on duty requesting assistance for any emergency within 10 minutes for emergency situations. Emergency response to be executed by patrol services to any emergency call from security staff at the site. This could include but are not limited to break-ins, fire, protests, robbery, etc.

- Ready to react immediately.

### Minimum Equipment Required

- Dedicated vehicle for rapid reaction.
- Flashlights.
- Protective gear.
- Radio communication with Shift Commander/control room.

## 5.3 Communication and Reporting

The prospective bidder must ensure that reports are submitted to Departmental Security Manager and Centre Manager with regards to the execution of the terms of reference set out in this bid document. The prospective bidder must submit security site report monthly, which is to be attached to the monthly invoices. The monthly security site report must be signed off by Security Manager or Centre Manager of the Department. Monthly meeting/s will be held to discuss all issues arising during the course of the month.

- Employees of the successful bidder must uphold confidentiality of service users.
- Immediate reporting of all illegal activity or attempts to conduct such to the Centre Manager.



## **6. SECURITY PERSONNEL REQUIREMENTS:**

### **Shift Supervisors (Grade B), Security Guards (Grade C)**

- a) Supervisors and security guards shall have undergone and passed formal security training approved by PSIRA.
- b) Supervisors and security guards appointed by a successful bidder must be trained and exercise knowledge in the mentioned Acts as per par 2 supra before they can assume duties and be issued out with certificates.
- c) 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.
- d) 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 behaviour towards them.
- e) Supervisors and security guards shall be physically healthy and medically fit for the execution of their duties.
- f) Supervisors and security guards shall be registered as security officers/guards, as required by Private Security Industry Regulatory Act, Act 57 of 2001 and will carry their registration cards at all times.
- g) 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 Department.
- h) Supervisors and security guards are prohibited from reading office documents or rummaging through records.
- i) No information concerning Departments activities shall be furnished to the public or news media or to any other by the Bidder or his employees.

## **7. SECURITY STAFF EQUIPMENT**

The Bidder undertakes to ensure that each member of his/her 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 Bidder, which uniform will include matching raincoats and overcoats for rainy and cold conditions respectively.
- 7.2 A clear identification card from the Bidder, with the member's name and surname, color photo and PSIRA numbers on it, worn conspicuously on his/her person at all times.

7.3 Alternatively: A clear identification card from the Bidder with the member's identity and file numbers on it, accompanied by his/her official Identity Document, worn on his/her person at all times.

7.4 Service aids to be worn on the body at all times, such as:

Type of Equipment	Quantity
Whistle	One per guard
Pocket Book	One per guard
Pen	One per guard
Torch (at night)	One per guard
Hand cuffs	One per guard
Metal Detector ( hand held)	One per site
Radio (portable)	One per guard
Pepper spray	One per guard

## 8. TRAINING OF PERSONNEL

8.1 The successful bidder must ensure the training of all security officers employed to handle any emergency situation relating to the site.

8.2 Guards should have Basic training in firefighting using fire extinguishers and fire hose reels in case of emergency.

8.3 Guards should have Basic training on crowd control to stabilize crowd uproar within the site.

8.4 **Guards should have extensive knowledge with regards to the implementation of the following enabling acts:**

- a) Control of Access to Public Premises and Vehicles Act, 53 of 1985
- b) Criminal Procedure Act, 51 of 1977
- c) Fire Arm Control Act, 60 of 2000
- d) Occupational Health and Safety Act, 85 of 1993
- e) Drugs and Trafficking Act, 140 of 1992
- f) Trespass Act, 6 of 1959.

## 9. LOCAL ECONOMIC DEVELOPMENT

9.1 The procurement, after award of this bid, of all security related equipment including protective clothing and gear for the performance of this contract, from suppliers within the Eastern Cape. Provincial Treasury (PT) and Department of Economic Development, Environmental Affairs and Tourism (DEDEAT) will maintain and provide a list of locally manufactured goods/ commodities. The department encourages the successful bidder to support

Non-Profit Organizations and Cooperatives funded by the department to be used for the sourcing of uniform. The department will provide a list of funded NPOs and cooperatives in the area of the site to the successful Bidder. The bidder will be expected to provide proof as and when required by the Department in terms of this clause. Failure to adhere, could lead to review and termination of the contract.

## **10. DOCUMENTS TO BE SUBMITTED**

- 10.1 Only bidders who fully comply with all the provisions of Section 20 (1) (a) of the Private Security Industry Regulation Act, Act No. 56 of 2001 and subsequent regulations will be considered. The following documents must be submitted together with the bid documents -:
- 10.1.1 Certified copy of the company's registration – PSIRA certificate. (Certification not older than 3 months at closure of the tender).
  - 10.1.2 Certified copy of each of the Director/s / Owner – PSIRA certificate. (Certification not older than 3 months at closure of the tender).
  - 10.1.3 Letter of good standing from PSIRA valid at the time of closure.
  - 10.1.4 Letter of good standing from Department of Labour on registration of UIF, COIDA and Private Security Provident Fund to be submitted within (14) days after awarding.
  - 10.1.5 Registration on Central Supplier Database (CSD).
  - 10.1.6 Proof of one (1) year' combined experience in the Security field. (letters from institutions/ Departments indicating that Security Services were satisfactory rendered).
  - 10.1.7 Certified copies of registration papers of vehicles used to perform functions mentioned in par. 5.2
  - 10.1.8 Failure to submit these documents may result in disqualification.

### **10.2 The format of the bid document is to be submitted in the following sequence:**

- a. Cover page with name of bidder;
- b. ECBD and SBD forms;
- c. Compliance documents;
- d. Reference of previous operational experience;

## **11. SPECIAL CONDITIONS OF THIS BID**

- 11.1 The General Conditions of Contract issued by the National Treasury to provide services to government are applicable.
- 11.2 The Department reserves the right to verify the information provided by the Bidder with Private Security Industry Regulatory Authority (PSIRA) and any regulatory bodies / relevant entity. Any information received from the regulatory

body which does not reflect the one provided by the Bidder will render the bid null and void.

11.2.1 Copy of Letter of Good Standing from PSIRA

11.2.2 Certified copies of the following valid registration certificates and letters of good standing:

11.2.3 PSIRA Registration for the company and director.

11.2.4 Company, Directors and Staff.

The following registration certificates must be submitted within 14 days after awarding, failure to submit the Department reserves the right to withdraw the awarding.

11.2.5 Unemployment Insurance Fund

11.2.6 Provident Fund

11.2.7 COIDA- Registration

11.3 The bidder must provide 24 hour services. The bidder must provide a 24hour service starting from 06:00 to 18:00 and from 18:00 to 06:00

11.4 Employees must not work for more than 12-hour shifts. The successful bidder must comply fully with the Basic Conditions of Employment Act, 75 of 1997.

11.5 The Bidder must employ security personnel that are capable of communicating with the staff and clients in English and in the language dominant in the area and must be able to read and write.

11.6 Full completion of the bid documents including all annexures.

11.7 The bidder must establish communication linkage with the police and other emergency services.

11.8 The Service Provider shall be held liable for any damage due to burglary and any loss due to theft during the contract period.

11.9 Acceptance of this tender is subject to the condition that both the contracting firm and its personnel providing the service must be cleared by the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require (full completion of company questionnaire annexure F).

11.10 The service provider must submit a criminal record clearance of all guards that will be deployed at the identified sites within 21 days of appointment.

11.11 The Department will ascertain from respective bodies whether security staff in the bidder's service possesses clearances and that none of the staff has been registered on the database for committing crimes as per the sexual offences register when deployed in a Qumbu Child and Youth Care Centre.

11.12 Proof that the awarded bidder has existing valid public liability insurance cover to be submitted within seven days after awarding

## 12. PRICE

- 12.1 Price must be per grade per month (VAT inclusive) according to the schedule attached (Annexure D and E)
- 12.2 Bidders must submit a detailed price schedule which is inclusive of escalation in respect of all costs and estimated changes to the sectoral determination of Private Security Sector. The price schedule must indicate prices for the entire contract period, as the Department will not allow any escalation and or variation of the submitted prices during the contract period.
- 12.3 Price must include supervision of guards, administration costs and other overheads. (All cost to be clearly tabulated as indicated in Annexure D and E)
- 12.4 The Regional prices per guard for Collective Agreement dated 30 December 2022 as per Department of Labour will be used in the evaluation of this bid.
- 12.5 Prices must be inclusive of VAT if applicable. If not confirmed, the Department will assume that the price quoted is inclusive of VAT. The Department does not pay VAT to service providers that are not registered with SARS as VAT vendors. It is compulsory for bidders with taxable supplies exceeding R1,000,000.00 (excluding VAT) in a 6 months period to register for VAT.

## 13. PAYMENT

- 13.1 The successful bidder will be paid within 30 days of submission of an invoice.
- 13.2 The monthly invoice must indicate the month and year of the service.
- 13.3 Attached to the monthly invoice must be that month security site report signed by the Centre Manager and copy of payroll dated, the same month of the invoice that the bidder's employees have been paid. Failure to submit these two reports, the invoice for that month will not be paid.
- 13.4 The monthly invoice is to be submitted by the third working day of each month to the Centre Manager for processing of the monthly invoice.

## 14. PENALTIES

- 14.1 The Department shall without prejudice to any of its rights be entitled to impose penalties on the service provider in the following circumstances:
- 14.1.1 Any non-performance and or under-performance, five (5%) percent of the monthly invoice will be deducted for every item that constitutes non-compliance. This will be up to a maximum of twenty percent (20%) of a monthly invoice where the items are more than one (1). Refer to item list as per (**ANNEXURE G**).
- 14.1.2 In the event where a security officer is not on duty, posted late or found sleeping on duty (**ANNEXURE G**) will be applicable.

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14.1.3 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in Service Level Agreement.

## **15. FINANCIAL CAPACITY**

15.1 The Department pays after services are rendered within thirty (30) days after submission of an invoice, it is therefore essential for the Prospective Bidder to have funds to start the project and ensure that there are sufficient funds for the salaries of the employees, provision of equipment and consumables. Please note that salaries of the employees must be equal to or in excess of the determinations per Collective Agreement issued annually by the Department of Labour. In the event that the successful bidder fails to honour its obligations in terms of the contract due to unavailability of funds, the Department reserves the right to cancel the contract.

15.2 The department reserves the right to test financial capacity of the short listed bidder prior award of the contract. The Department may require the short listed bidder/s to provide a current bank statement or a letter from a registered financial institution confirming available funds to the value of 6% of the contract amount within a particular period as shall be determined by the department.

## **16. ANNEXURE**

16.1 Annexure A Equipment and vehicles available to perform work

16.2 Annexure B List of references.

16.3 Annexure C List of Office/Institutions and security Guards required.

16.4 Annexure D Pricing Schedule.

16.5 Annexure E Payment Breakdown / Detail.

16.6 Annexure F Questionnaire for company screening.

16.7 Annexure G Penalties.

16.8 Annexure H Local Economic Development.

16.9 Annexure I Declaration of Interest ECBD 4

16.10 Annexure J Preference Points Claim Form SBD 6.1

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**K.N MANAKAZA**  
**DISTRICT DIRECTOR: OR TAMBO**

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**DATE**

## 17. EVALUATION

### 17.1 PRE-EVALUATION CRITERIA

- 17.1.1 Copy of signed agreement in the case of Joint Venture / Consortium in accordance with conditions stipulated in paragraph 20.1.
- 17.1.2 Completed and signed EDBD 4.
- 17.1.3 Certified valid copies of PSIRA certificate for the company and Directors (Paragraph 11.1.1 and 11.1.2 of the specification). Not older than three months from date of closure of tender.
- 17.1.4 Letter of good standing from PSIRA valid at the time of closure as per clause.
- 17.1.5 Completed and signed of all annexure (A, D, E and F).
- 17.1.6 Price must not be less than as specified in Collective Agreement dated 30 December 2022 as prescribed by Department of Labour inclusive of all benefits.
- 17.1.7 Proof of one (1) year' combined experience in the Security field. (letters from institutions/ Departments indicating that Security Services were satisfactory rendered).

**NB: Failure to fully comply with the pre-qualification criteria to the satisfaction of the department may lead to the automatic disqualification of the bid.**

### 17.2 EVALUATION AS PER PPPFA

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***Bid proposals will be evaluated in accordance with the 80/20-preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000). Bids will be evaluated on price and specific goals.***

***Matrix for evaluation***

NO	Criteria	Points
1.	Price	80
2.	Specific Goals	20
3.	<b>SPECIFIC GOALS</b>	<b>NUMBER OF POINTS</b>
4. ▫	Race (Black Ownership)	2
5. ▫	Women owned enterprise	6
6. ▫	Disabled person ownership	3
7. ▫	Locality – (Mhlontlo Local Municipality)	6
8. ▫	Youth	3
	<b>TOTAL POINTS FOR PRICE &amp; SPECIFIC GOALS</b>	<b>100</b>

## **18. BID POLICIES, PROCEDURES, TERMS AND CONDITIONS-**

In addition to those stipulated in any other sections of the bid documents, bidders must be especially aware of the following terms and conditions:

*18.1 In order to obtain preference points for specific goals, bidders must complete ECBD 6.1.*

- *Locality will be confirmed as follows:*

*a. The preferred address on CSD is the only address to be considered provided the address was updated on CSD on date prior to the invitation to bid was published.*

*b. If the preferred address on CSD was updated on a date after publication of the invitation to bid, then the address registered on CIPC will used as the only address to consider for awarding of locality points.*

*c. A lease agreement where offices are leased together with evidence (Bank statement) that rental has been paid for at least 3 months prior to the incitation to bid was published.*

*d. Copy of water and lights account from the municipality (Municipal Account, not a councilor's letter) or Eskom statement. The proof of address must be in the name of the company.*

*e. In case of a joint venture, the preferred address on CSD will be considered provided the JV partner has more that 30% interests in the JV,*

18.2 The Department may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents or to call for any additional documents or to make presentation to it.

18.3 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.

18.4 The Department reserves the right to negotiate with the shortlisted Bidders prior to award and with the successful Bidder/s post award based on market conditions.

18.5 Bids submitted through facsimile, telegrams or e-mails will not be accepted.

18.6 No bids will be considered if submitted after closing time.

18.7 The department reserves the right to award the bid to more than one bidder, or not to award it at all.

18.8 The department will not award a contract to a bidder whose tax affairs are not in order.

18.9 Bidders must be registered in the Central Supplier Database (CSD). If not registered, bidders must ensure that they are registered before submitting their bids. Supplier registration may be performed online at the National Treasury's website, [www.treasury.gov.za](http://www.treasury.gov.za). The Department will not award a bid to a bidder that is not registered on the CSD.

## 19. CONSORTIUM / JOINT VENTURE

It is recognized that bidders may wish to form consortia to provide the Services. A bid, in response to this invitation to bid, by a consortium must comply with the following requirements: -

19.1 Copy of agreement signed by all the members must be submitted. One of the members must be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members. The lead member must be the only authorized party to make legal statements, communicate with the Department and receive instructions for and on behalf of any and all the members of the Consortium.

19.2 All parties must be registered on Central Supplier Database (CSD).

## 20. DISCLAIMER

20.1 Whilst all due care has been taken in connection with the preparation of this Bid, the Department makes no representations or warranties that the content in this Bid or any information communicated to or provided to bidders during the Bidding process is, or will be, accurate, current or complete. The Department, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

20.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the Bid or any other information provided by the Department (other than minor clerical matters), the bidder must promptly notify Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).

\_\_\_\_\_  
**V. DLOVA**  
**DIRECTOR: SUPPLY CHAIN MANAGEMENT**

\_\_\_\_\_  
**DATE**

**ANNEXURE A: SCHEDULE OF EQUIPMENT AND VEHICLES AVAILABLE TO PERFORM WORK**

**1. EQUIPMENT**

TYPE	QUANTITY		COMMENTS
	REQUIRED NUMBER	AVAILABLE NUMBER	
Office	1		
Base Radio	1		
Radios	2		
Computers	1		
Telephones	1		
Torches	2		
Hand Cuffs	2		
Handheld Detectors Metal	2		
Belly Scope	2		
Firearm Safe (pigeon hole type – 4 compartments)	1		

**2. VEHICLES**

TYPE	CAPACITY	REG. NO.

Bidder's name \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Designation: \_\_\_\_\_

**ANNEXURE B:**

**List of References:**

Name	Location	Value	Start	End	No. of Guards	Contact No.	Contact Person

**Bidder's name** \_\_\_\_\_

**Sign:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**ANNEXURE C: INSTITUTION AND NUMBER OF SECURITY GUARDS**

Service/Office	Description	No. of Guards		Total No. of Guards
		Day Shift	Night Shift	
QUMBU CHILD AND YOUTH CARE CENTRE	Grade B	1	1	6
	Grade C	2	2	
<b>Totals of Deployment</b>				
	Guards	3	3	6

## ANNEXURE D: PRICING SCHEDULE-SECURITY SERVICES

### FINANCIALS AND PRICE STRUCTURE

Note:-

Bidders must submit a complete breakdown of all cost as referred to in Collective Agreement dated 30 December 2022 which is to be provided during this period of contract:

Item Description	Grade B Price Per Month	Grade C Price Per Month
PRICE PER GUARD PER MONTH	Grade B R.....	Grade C R.....
TOTAL PER MONTH	2 X Grade B R.....	4 X Grade C R.....
TOTAL FOR 08 MONTHS	2 X Grade B R.....	4 X Grade C R.....
VALUE ADDED TAX (VAT)	R.....	R.....
OVERHEADS AND PROFIT ( )% A minimum of 10% must be added.	R.....	R.....
TOTAL BID PRICE FOR 08 MONTHS	R.....	

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Designation: \_\_\_\_\_



## ANNEXURE E: PAYMENT OF SECURITY GUARDS

Note:-

Bidders must submit a complete breakdown of all cost as indicated below but not limited to:

1. Salaries of security guards
2. UIF Contribution
3. Uniform
4. Night Shift Allowance
5. Sunday / Public Holiday Premium

GRADE	BASIC SALARY	UIF CONTRIBUTION	UNIFORM	NIGHT SHIFT ALLOWANCE	SUNDAY / HOLIDAY PREMIUM
Grade B	R	R	R	R	R
Grade C	R	R	R	R	R

**Bidder's name:** \_\_\_\_\_

**Sign:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**ANNEXURE F (CONFIDENTIAL WHEN COMPLETED)**

**QUESTIONNAIRE: SERVICE PROVIDER/COMPANY**

*Please note that failure to provide the requested information would result in the disqualification of the Service Provider /Company from the Security Screening process.*

**Registered name of Company/Service Provider:**

**Trading name**

**Details of Company/Service Provider:**

Postal Address:
Physical Address:
Web Address:
Company / CC Registration No:
UIF No:
Workman's Compensation no:
PSIRA no: <b>(Attach copy of certificate)</b>
VAT no:
Tax (SARS) no: <b>(Attach copy of certificate)</b>
PAYE Reg. no.

**List of Directors:**

**Attach: fingerprints form, Fingerprints consent form and a copy of ID (certified)**

Director Full names:	Gender	ID No.

***Previous convictions /Summons /Judgement /Adverse/Collections***

Nature	Year	Outcome

**List of employees that would render the service:**

Full names:	Gender	ID No:

***Previous convictions /Summons /Judgement /Adverse/Collections***

Nature	Year	Outcome

**Contracts previously awarded to Company/Service Provider:**

Department:	Description:	Place:	Year:

**Persons at Company/Service Provider**

Name and Surname:	
Tel no:	
Cell no:	
E-Mail Address:	
Fax no:	

Name and Surname:	
Tel no:	
Cell no:	
E-Mail Address:	
Fax no:	

**References/Contacts/acquaintances within the Department:**

Names:	Position:	Relationship:

<b>Additional Information:</b>
--------------------------------

## ANNEXURE G

### PENALTIES:

1. Where applicable the following penalties shall apply:

DESCRIPTION	REFERENCE
Cases where security officers are on duty without proper communication tool provided by the company	Implementation of clause 15.1 relating to penalties
Cases where security officer is on duty without pocketbook and pen.	Implementation of clause 15.1 relating to penalties
Pocket and Occurrence book not written hourly.	Implementation of clause 15.1 relating to penalties
Cases where the security officer is on duty without an identity card, PSIRA identification and company card.	Implementation of clause 15.1 relating to penalties
Cases where security officer is on duty without means or instrument to determine time.	Implementation of clause 15.1 relating to penalties
Cases where security officer is without a flash light in working order.	Implementation of clause 15.1 relating to penalties
Unavailability of base radios where medium of communication is a radio.	Implementation of clause 15.1 relating to penalties
Driving of state vehicle without permission by security officers.	Implementation of clause 15.1 relating to penalties
Cases where the security service provider has no monitoring vehicle are required in terms of the SLA.	Implementation of clause 15.1 relating to penalties
No Parade and inspection.	Implementation of clause 15.1 relating to penalties
Post desertion by security officer.	Implementation of clause 15.1 relating to penalties
Illegal gathering/meeting by security officers at clients property.	Implementation of clause 15.1 relating to penalties and written warning (1 <sup>st</sup> incident)  Implementation of clause 15.1 relating to penalties and Final written warning (2 <sup>nd</sup> incident)  Immediate termination of contract (3 <sup>rd</sup> incident)
Non provision of standby security officers during industrial action by contractors' employees.	Implementation of clause 15.1 relating to penalties and written warning (1 <sup>st</sup> incident)

	Implementation of clause 15.1 relating to penalties and Final written warning (2 <sup>nd</sup> incident)  Immediate termination of contract (3 <sup>rd</sup> incident)
Total withdrawal of security officers from site/camp/building for a period exceeding 12 hours.	Immediate termination of employment.
Under-payment of PSIRA rate, late Payment and Non-payment of security officer salaries by security service provider.	Implementation of clause 15.1 relating to penalties and written warning (1 <sup>st</sup> incident)  Implementation of clause 15.1 relating to penalties and Final written warning (2 <sup>nd</sup> incident)  Immediate termination of contract (3 <sup>rd</sup> incident)
Late or non-submission of monthly and quarterly reports.	Implementation of clause 15.1 relating to penalties.
Unavailability of non-submission or late submission of relevant documentation.	Implementation of clause 15.1 relating to penalties.
Failure to submit incident report within 24 hours of occurrence.	Implementation of clause 15.1 relating to penalties.
Non-availability of all relevant registers as per contract.	Implementation of clause 15.1 relating to penalties.
Use of Non PSIRA registered, including expired registrations guards on Departmental sites.	Implementation of clause 15.1 relating to penalties per incident, per guard (1 <sup>st</sup> Occurrence)  Termination of contract (2 <sup>nd</sup> Occurrence)
Non-Availability of fully operating equipment as per the contract.	Implementation of clause 15.1 relating to penalties.
Non-wearing of complete security uniform and required equipment on person at site.	Implementation of clause 15.1 relating to penalties.
Non-compliance with health and safety regulations relating to dog kennels.	Implementation of clause 15.1 relating to penalties and written warning (1 <sup>st</sup> incident)  Implementation of clause 15.1 relating to penalties and Final written warning (2 <sup>nd</sup> incident)  Immediate termination of contract (3 <sup>rd</sup> incident)
Using of Departmental assets without permission.	Implementation of clause 15.1 relating to penalties and written warning (1 <sup>st</sup>

	incident)  Implementation of clause 15.1 relating to penalties and Final written warning (2 <sup>nd</sup> incident)  Immediate termination of contract (3 <sup>rd</sup> incident)
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2. In the event of security officer not on duty, posted late or found sleeping on duty, the following penalties shall apply:

Security Officer	Penalty
Cluster Manager/Shift Supervisor	R1000.00 per guard per shift.
Armed/unarmed Guards	R1500.00 per guard per shift.
Loss of departmental assets OR damage to property caused by negligence of service provider.	The service provider shall be liable for replacement of items or assets OR fixing damages caused.





**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**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

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:  
 .....  
 .....

<sup>1</sup> 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.

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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

<sup>2</sup> 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.

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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

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**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

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

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

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
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<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.

1.7 A tenderer must submit, together with its tender, the a copy of CIPC Registration document. In the case of sole propriety, copy of the applicable legal registration documentation must be submitted.

1.8 The annexure detailing names of all directors and the percentage share in the enterprise must be completed and submitted together with this claim form.

## 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) **“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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

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

## 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.

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

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

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)	Percentage owned
Race (Black Ownership)	2		
Women owned enterprise	6		
Disabled person ownership	3		
Locality – Mhlontlo Local Municipality	6		
Youth	3		
<b>Total</b>	<b>20</b>		

**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,

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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:** .....

.....

.....

**ANNEXURE TO DSD 80/20 SBD 6.1 FORM**

List all Shareholders by Name, Position, Identity Number, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in Table 1.

	Name	Date / Position occupied in Enterprise	ID Number	Date that South African Citizenship was obtained	* HDI Status			% of business / enterprise owned
					No franchise prior to elections	Women	Disabled	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

\*Indicate YES or NO

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