



CALL FOR BIDS

BID NO: ECDC

ECDC/ELN/401/052024

BID SUBJECT:

PANEL FOR THE PROVISION OF ARMED SECURITY SERVICES FOR ECDC INDUSTRIAL PARKS FOR A PERIOD OF THIRTY - SIX (36) MONTHS

Consisting Of:

The Tender (Returnable) - This Document

BIDDER'S NAME:

CSD NUMBER.:

PSIRA NUMBER.:

PSIRA NUMBER (SITE MANAGER / COMMANDER / DIRECTOR) (GRADE A):.....

| | |
|----------------------|---------------------|
| CLOSING DATE: | 14 JUNE 2024 |
| CLOSING TIME: | 12h00 |

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Board Members: V Jarana (Chairperson) • S Somdyala (Deputy Chairperson)
N Pietersen • S Siko • M Makamba • P Bono • T Cumming • B Mhlubulwana • X Titus • A Wakaba (CEO)

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| SECTION A: ABBREVIATIONS AND ACRONYMS | |
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| B-BBEE | Broad-based Black Economic Empowerment |
| B-BBEEA | Broad-based Black Economic Empowerment Act 53 of 2003 |
| B-BBEE Codes | Broad-based Black Economic Empowerment Codes of Good Practice-2007 |
| CIDB | Construction Industry Development Board |
| DTI | Department of Trade and Industry |
| ECDC | Eastern Cape Development Corporation |
| EME | Exempt Micro Enterprise |
| IRBA | Independent Regulatory Board of Auditors |
| PCCA | Prevention and Combating of Corrupt Activities Act 12 of 2004 |
| PFMA | Public Finance Management Act (Act 1 of 1999) |
| PPPFA | Preferential Procurement Policy Framework Act (Act 5 of 2000) |
| QSE | Qualifying Small Enterprise |
| SABS | South African Bureau of Standards |
| SANAS | South African National Accreditation System |
| SARS | South African Revenue Service |
| SASAE | South African Standard on Assurance Engagements |
| SCM | Supply chain management |
| SMME | Small, Medium and Micro Enterprises |
| ToR | Terms of Reference |
| CSD | Central Supplier Database for Government |
| ICASA | Independent Communications Authority |
| PSIRA | Private Security Industry Regulatory Authority |
| SSA | Security State Agency |
| B: DEFINITIONS | |
| Acceptable tender | Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document. |
| Accreditation Body | Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining and enforcing of Verification Standards |
| Affordable | Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within ECDC's existing budget for the function to which the agreement relates; and Destined for ECDC in accordance with the relevant Treasury's future budgetary projections. |
| All applicable taxes | Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies. |
| B-BBEE status level of contributor | means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act; |
| Bid | Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals. |

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| Bid Specification | A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall include TOR for specialised services. |
| Black People | means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date. |
| Broad based black empowerment | Means broad-based black empowerment means the empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated social-economic strategies that include, but are not limited to: Increase the number of black people that manage, own and control enterprises and productive assets; Facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises Human resources and skills development Achieving equitable representation in all occupational categories and levels in the workforce Preferential procurement; and Investment in enterprises that are owned or managed by black people. |
| Broad based black empowerment Act | means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) |
| Close family member | Shall mean:- member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above. |
| Code of Ethics | refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time. |
| Comparative price | Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration. |
| Consortium or joint venture | 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. |
| Contract | The written Agreement entered into between the service provider and ECDC, as recorded in the contract form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein. |
| Designated sector | Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content. |
| Duly sign | means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual). |
| Exempt Micro Enterprise (EME) | Means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act and as amended from time to time. |
| Family member | Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity. |
| Firm price | Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract. |

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| Fronting | Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person. |
| Functionality | Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer. |
| Imported content | Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry. |
| In the service of the state | means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time. |
| Local content | Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place. |
| Non-firm prices | Means all prices other than “firm” prices |
| Person | Includes a juristic person. |
| Price Quotation | An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment. |
| Property | Includes all movable and immovable property and intellectual property belonging to ECDC. |
| Public Private partnership | Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilising state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees |
| Qualifying small entity | Means a qualifying small entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act and as amended from time to time. |
| Rand value | means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties. |
| Related enterprise | Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons. |
| Service Level Agreement | Shall have the same meaning assigned as “Contract” |
| Shareholder | Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise. |

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| State | Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament |
| Stipulated minimum threshold | Means that portion of local production and content as determined by the DTI |
| Sub-Contract | Means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract. |
| Tender | The same meaning is assigned as 'Bid" above. |
| Threshold | Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured |
| Total revenue | Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice. |
| Trust | Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person. |
| Trustee | Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person. |
| Value for Money | Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof. |

SECTION B – GENERAL INFORMATION

1. General Information

1.1 Description of the Bid Content

The Eastern Cape Development Corporation (ECDC) invites tenders from competent, suitably qualified, and experienced **panel of security Service Providers** on an as and when basis for the provision of armed security services at various ECDC owned properties as listed in the scope of work for a period of thirty-six (36) months.

The bidders should have the ability to provide the following required services per cluster:

| Regions |
|---|
| Cluster 1 - East London, Central Region <ul style="list-style-type: none">• 1x Area Manager with Armed Response Vehicle• Fort Jackson Industrial (6 x Armed Grade C Security Guards, 2x Vehicles)• Dimbaza Industrial Park (6 x Armed Grade C Security Guards, 2x Vehicles) |
| Cluster 2 - Butterworth Region <ul style="list-style-type: none">• 1x Area Manager with Armed Response Vehicle• Ibika Tramatex Industries (3 x Armed Grade C Security Guards)• Acrytex Industrial Complex (3 x Armed Grade C Security Guards)• Chet Industries (2 x Armed Grade C Security Guards, X2 Vehicle) |
| Cluster 3 - Mthatha Region <ul style="list-style-type: none">• 1x Area Manager with Armed Response Vehicle• Development House (4 x Armed Grade C Security Guards)• Vulindlela Heights (2 x Armed Grade C Security Guards with roving vehicle per shift) |

Detailed description of Security Guard grades and shift details are detailed in the pricing schedule sections of the bid document.

NB: ECDC reserves the right to increase/decrease the number of guards provided per site as and when necessary.

1.2 Eligibility to Bid

Only Service Providers who are duly registered with Private Security Industry Regulatory Authority (PSIRA) as a Security Service Provider as contemplated in terms of Section 21 of the Private Security Industry Regulation Act ,2001 will be eligible to submit bids.

NOTE 1

1. Bidders are to indicate which Clusters in the Bid they are responding to on the pricing schedule. Where the Service Provider has not indicated, ECDC will assume that the Regions where the Service Provider has submitted Pricing Schedules, to be the Cluster chosen by the Bidder.
2. **ECDC will be appointing service providers per cluster who have passed functionality and site inspection requirements. The price on the pricing schedule per cluster, functionality and specific goals will be used to determine the ranking of each bidder per cluster and the top five scorers will be included in the panel. The work will be allocated on rotation basis amongst the top five bidders per cluster. Where there is poor performance, ECDC reserves the right to terminate the services of that bidder and appoint the second top functionality scorer on the cluster.**
3. **ECDC will use PSIRA rates for rate negotiation purposes, where necessary.**

1.3 Estimated Timeline

| Activity | Date | Time |
|--|--|-------|
| Placing of Advert | <ul style="list-style-type: none"> 24 May 2024 – Daily Dispatch, ECDC Website & E-Tender | N/A |
| Compulsory Briefing session for targeted bidders | <p>Compulsory Briefing Meeting Details.</p> <p>Date:06 June 2024</p> <ul style="list-style-type: none"> ECDC Head Office Auditorium Ocean Terrace Park Moore Street Quigney East London <p>NB: Failure to attend the compulsory briefing session will result in disqualification.</p> | 11h00 |
| Final date of submission proposals | 14 June 2024 | 12h00 |
| Bid Validity | 120 Days | N/A |

1.4 Compulsory Briefing Session

A Compulsory briefing session will be held as per the above-mentioned details.

Please note that Service Providers arriving after the meeting is closed will not be allowed to fill in the attendance register.

KINDLY NOTE A REGISTER WILL BE TAKEN AND NON-ATTENDANCE WOULD RESULT IN DISQUALIFICATION.

1.5 Submission of Invitation for Bid Documents

The entire bid document together with any attachments or annexures must be bound and placed in sealed envelopes labelled clearly as follows:

Bid Reference Number: **ECDC/ELN/401/052024**
 Bid Subject: **Panel for the Provision of Armed Security Services at Various ECDC Owned Premises for a period of thirty – six (36) months.**

Delivered at: **ECDC Head Office at ECDC House,
 Ocean Terrace Park, Moore Street,
 Quigney, East London,**

Attention: **Sinethemba Matyaleni**

All bid documents are to be **completed in permanent ink** and placed in the Bid Box on or before the final date and time of submission of proposals as indicated above.

One original duly signed (**by authorised representative**) and firmly bound bid document **and one (1) soft copy (of the original bid)** inclusive of these terms and conditions of the original bid document are required to be submitted.

No faxed proposal/bid or proposals/bids sent via e-mail will be accepted. No late submissions will be eligible for consideration by ECDC.

The bid box is open on weekdays between 08h00am and 16h30pm.

1.6 Preferential Procurement

The Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022 as applicable to Provincial Government Business Enterprises as listed under Schedule 3(D) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time will apply in this bid.

1.7 Evaluation Criteria

This Bid will be evaluated in the following 3 stages:

| | |
|--------------------------|--|
| Pre-Qualification | Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified. |
| Stage 1 | <p>Involves an evaluation of functionality only –</p> <p>The proposals scoring a minimum of 80% for functionality points will be short listed to this panel and a framework agreement of set rates will be concluded with the qualifying bidders on functionality. Submissions scoring less than 80% will be deemed to be non-responsive.</p> <p>ECDC reserves the right to limit the number of service providers on the panel. (ECDC will limit the number of service providers by using highest functionality points scored. ECDC will include the top five (5) highest functionality point scorers per cluster).</p> |
| Stage 2 | <p>Stage 2 - Technical Onsite Evaluation Criteria</p> <p>ECDC will conduct an onsite technical evaluation and site screening of the qualifying Bidders on Functionality.</p> <p>Failure to meet the onsite technical evaluation and site screening specification will result to disqualification.</p> <p>All the required documents must be submitted with the Bid.</p> |

1.7.1 Pre-Qualification Stage (Mandatory requirements)

Bidders to meet the following Mandatory Requirements in order to be evaluated:

| Description | Mandatory Requirement for Evaluation | Mandatory Requirement for Award |
|--|--------------------------------------|---------------------------------|
| <p>1. Bidders must be registered on the National Treasury Central Supplier Database (CSD).</p> <p>The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> • Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidder's status is under deregistration, 7 working days will be granted for remedy, failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified. <p><u>Onus on the Service Provider</u></p> <p>Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award. ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p> <p>If Service Provider is not registered on CSD by the time of closing of the bid, they will not be considered for evaluation.</p> <p><u>Directors/Employees in the Service of State</u></p> <p>Where a person within the Bidding Entity is an Employee of the State, Bidder should</p> <ol style="list-style-type: none"> submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "the PFMA") submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee. <p>ECDC reserves the right to verify such information from their AO/AA</p> <p><u>JV's and Consortium</u></p> <p>Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p> | <p>Yes</p> | <p>Yes</p> |
| <p>2. Tax Compliance Requirements:</p> <ul style="list-style-type: none"> • Bidders must ensure compliance with their tax obligations. • In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. • The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified. | <p>No</p> | <p>Yes</p> |

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| 3. | <p>PSIRA Certification – Service Provider</p> <p>Service Provider to be duly registered with PSIRA as a Security Service Provider as contemplated in terms of Section 21 of the Private Security Industry Regulation Act ,2001 will be eligible to submit bids</p> <p>Document to be Submitted: Service Provider is required to fill in their PSIRA number on the cover sheet of the document or the name of the service provider will be used by ECDC to verify PSIRA registration.</p> <p>ECDC will verify the validity of the PSIRA registration with PSIRA and Service Providers will be disqualified if their PSIRA registration is invalid.</p> | Yes | Yes |
| 4. | <p>Site Manager/Commander/Director</p> <p>The Site Manager/Commander or Company Director must hold a valid PSIRA Grade A Security Guard registration.</p> <p>Document to be Submitted: Service Provider is required to fill in the PSIRA number of their Site Manager/Commander or Company Director who has been registered as a Grade A security guard with PSIRA on the cover sheet of the document.</p> <p>ECDC will verify the validity of the Site Manager/Commander or Company Director’s PSIRA registration and Grading with PSIRA. Service Providers will be disqualified if the Site Manager/Commander or Company Director’s PSIRA registration is invalid and is not registered as a Grade A Security Guard.</p> <p>Should the Service Provider’s professional registration be not valid, ECDC will disqualify the bid.</p> | Yes | Yes |
| 5. | <p>ICASA Frequency Spectrum Licence and/or Radio Station License for a two-way radio communication or any industry legislated and recognised similar communication equipment.</p> <p>Document to be Submitted:</p> <p>a) Frequency Spectrum Licence and/or Radio Station License for a two-way radio communication of the bidding Service Provider or any other way of spectrum communication that is regulated.</p> <p>b) Should the two-way radios be rented/leased, the Service Provider should provide ECDC with the appropriate legitimate License from the lessor.</p> <p>ECDC reserves the right to verify the validity of the ICASA or any similar License provided and if the license they possess is a Frequency Spectrum Licence and/or Radio Station License for a two-way radio communication, ONLY for those who passed functionality.</p> | Yes | Yes |
| 6. | <p>Valid Licence to Possess a Firearm</p> <p>Document to be Submitted: Service Provider to submit certified copy of their Valid Licence to Possess the Firearm.</p> | Yes | Yes |

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| 7. | Annexure A 3- Authorisation to do Credit Checks (Completed and signed) | Yes | Yes |
| 8. | <p>Letter of Authority</p> <p>A Letter of Authority/Board Resolution/Delegation of Authority Matrix to complete and sign this Bid Document is required in the following instances.</p> <p>✓ Where there is more than one (1) director / shareholder / trustee / members etc. in the Company/Trust/Close Corporation etc. (institution), the directors /shareholder /trustees /member etc., should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf.</p> <p>OR</p> <p>✓ Where there is only one Director and the person completing the document is not the Director. The Director should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf.</p> <p>Note: The Letter of Authority MUST be signed by all directors of the Bidder/ Directors that meet the quorum in order for the Letter of Authority to be valid (or a signed Board Resolution authorising the signatory will be accepted – Board Resolution to be signed by the duly authorised individual (Chairperson of the Board/Company Secretary).</p> | Yes | Yes |
| 9. | Annexure A – Supplier Information (Completed and Signed by the Duly Authorised Person) | Yes | Yes |
| 10. | Annexure C – Pricing Schedule for Services completed in Permanent Ink; (Completed and signed) | Rate based | Rate based |
| 11. | Annexure D - (SBD 4): Bidder's Disclosure (bidder); (Completed and Signed by the Delegated Authority) Attach Delegation of Authority | Yes | Yes |
| 12. | Annexure E - Statement of Consent to Data Processing (Signed and Completed by the Duly Authorised Signatory). Attach Delegation of Authority. | Yes | No (Should be completed before evaluation) |
| 13. | <p>Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</p> <p>Note Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p> <p>51% ownership of youth and women in the company/enterprise will be verified on the CSD report and points will be allocated accordingly.</p> | No | No |

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| 14. | <p>Declaration with regards to Company /Firm Location Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p> | No | No |
| 15. | Attendance of compulsory briefing | Yes | Yes |
| <p>The following will be applicable to Joint Ventures/Consortium</p> <p>ALLOCATION OF PREFERENCE POINTS CLAIMED BY BIDDERS IN JOINT VENTURE/CONSORTIA AGREEMENTS WILL BE ALLOCATED IN LINE WITH CIRCULAR NO. 02 OF 2023/24</p> | | | |
| 16. | Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized. | Yes | Yes |
| 17. | Resolution of the Board of Directors to enter into a Consortium/Joint Venture from each member firm of the Consortium/Joint Venture for this Bid. | Yes | Yes |
| 18. | Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority MUST be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted). | Yes | Yes |
| 19. | <p>Annexure F – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</p> <p>Failure to submit the preference points claim and proof of address from each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p> <p>51% ownership of youth and women in the company/enterprise will be verified on the CSD report and points will be allocates accordingly.</p> | No | No |
| 20. | <p>Declaration with regards to Company /Firm Location Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p> | No | No |

Bidders who quote below PSIRA rates will automatic be disqualified.

KINDLY NOTE THAT, FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

- Each successful bidder will be required to submit a Public Liability Insurance Undertaking Certificate/Cover from a Public Liability Insurer/Broker for an amount of R10 million within 14 days after award and before the contract can be signed.
- Bidders must submit a certified copy of their latest return to SARS for UIF, PAYE and/or Letter of Good Standing and SDL within 14 days of appointment.

1.7.2 Stage 1 – Functionality Evaluation Criteria

Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 80% for functionality (services) before they will be evaluated in terms of preferential procurement points.

| CRITERIA FOR FUNCTIONALITY (Minimum 80 points) | | |
|--|--|------------|
| Capacity | | |
| Company Experience in Securing Industrial Parks. This information will be verified through submitted reference letters from various Clients where such services were rendered by the bidder. ECDC will not be accepting appointment letters as justification of completed contracts. | | 30 |
| Total Annual Contracts of more than R3 m and over | | 30 |
| Total annual contracts of more than R2 m but less than 3m | | 20 |
| Total Annual Contracts of more than R1m but less than R2 m | | 10 |
| Total Annual Contract of less than R1m | | 0 |
| The service providers track record of similar projects (i.e. Provision of Security Services) undertaken. (The reference letters must include the relevant contact person, nature of service, telephone number and email addresses and Projects will only be counted if the duly signed and completed reference letter received, indicate that the service were rendered satisfactory and above. | | 40 |
| A | 5 similar projects | 40 |
| B | 4 similar projects | 30 |
| C | 3 similar projects | 20 |
| D | 0-2 similar projects | 0 |
| Methodology - Comprehensive project implementation plan, which must include the following (Refer Section C – 3.3.2 – Attach documentation) | | 30 |
| A | Deployment Plan which should indicate how the Service Provider will deal with placing a security guard. Points will be awarded based on the details provided for (i.e. security/background checks, verification of qualification and training) | 10 |
| B | Business Continuity plan. Service Provider should indicate their contingency plan where for example a strike occurs Points will be awarded based on the details provided for i.e. Strike, Illness, Death, vehicle breakdown, hi-jacking, fire, natural disasters. | 10 |
| C | Report and management of incidents Service Provider to submit their plan on how they deal with an incident when it occurs Points will be allocated based on the steps taken during incidents e.g. theft, robbery etc. and the action plans per incident. | 10 |
| Total Points | | 100 |

1.7.3 Stage 2 – Risk Assessment, Verification of Information and Screening

Stage 2 - Technical Onsite Evaluation Criteria

- ECDC will conduct an onsite technical evaluation and screening of the highest scoring Bidder in stage 2.
- A checklist will be developed to perform this technical onsite evaluation which must be complied with.
- Failure to meet the technical mandatory specification on stage 2 the Bidder will be disqualified.
- All the required documents must be submitted with the Bid

| Technical Mandatory Requirements | |
|----------------------------------|---|
| 1. | <p>Verification of expertise in rendering of security and guarding service. ECDC will verify at a minimum three reference letters whether the Bidder provided the service and if the service was provided satisfactory.</p> <p>Note: Failure on 80% of the clients submitting an unsatisfactory report will lead to the Service Provider being disqualified.</p> |
| 2. | <p>Availability of a 24 hour fully functional security control room within 60km radius of allocated region</p> <p>The service provider must run a fully-fledged operational control room which run-in real-time security response operations.</p> <p>Note: A live demonstration will be conducted and failure meets the above requirement, the service provider will be disqualified.</p> |
| 3. | <p>Necessary security equipment and infrastructure.</p> <p>The company must possess critical logistical assets and licenses (refer to Section C paragraph 3), like vehicles, radio, torches, security stationary and any other relevant security service equipment to render the security services.</p> <p>Copies of vehicle registrations in the name of the company need to be provided as well as a signed (by delegated authority of bidder) asset inventory of all other security service equipment (radios, torches, night's sights, etc.)</p> <ul style="list-style-type: none"> • Equipment should possess the necessary registration/licencing etc. <p>Note: In the event that the Service Provider does not have enough equipment for the required number of security guard required by ECDC, the Service Provider will be disqualified.</p> |
| 4. | <p>Financial capabilities</p> <p>Bidder to provide ECDC with their bank code rating indication how much credit that a financial institution can provide to them, should they be appointed. Failure to provide the bank code rating will lead to a disqualification.</p> |
| 5. | <p>Verification of previous financial history of Directors/Members/ Partners/Trustees and the bidder e.g. Liquidation / Sequestration etc.</p> <p>Note: Should a Service provider have a Director/Member/Partner that is under Liquidation they will be disqualified.</p> |

The ECDC does not bind itself to accept the lowest Bid or any other Bid and reserves the right to accept the whole or part of the Bid.

1.7 Alteration or withdrawal of Proposals

Bidders may withdraw their proposal by written notification on or before the award of Bids.

1.8 Costs for preparation of Proposals/presentations

The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and the ECDC shall in no way be liable to reimburse such costs incurred.

1.9 Ownership of Proposals and presentations

The ECDC shall on receipt of any proposal relating to this request and submitted in accordance with the procedure set out herein, shall become the owner thereof and the ECDC shall not be obliged to return any proposal.

1.10 Tax Clearance Certificate requirements.

It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.

The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified.

In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party will be verified separately for proof of Tax Compliance Status.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

1.11 Confidentiality

- 1.11.1 The entire process of calling for Bids was initiated by the ECDC in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be
- 1.11.2 Conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.
- 1.11.3 The service provider shall not divulge directly or indirectly to any other person than a person employed by ECDC, make copies or extracts of any of the information obtained during this assignment, while they may have access to ECDC's trade secrets, confidential information which may include, specifications,
- 1.11.4 Plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of
- 1.11.5 ECDC and shall surrender all these items to ECDC on termination of the assignment or on demand of ECDC.
- 1.11.6 The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of ECDC.
- 1.11.7 Any document shall remain the property of ECDC and shall be returned (all copies) to ECDC on completion of the contract if so required by ECDC.

1.12 Inventions Patent and Copyrights

- 1.12.1 The service provider cedes, assigns and transfers to ECDC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of ECDC (which includes, but is not
- 1.12.2 Limited to, methodologies and products) which arises within the course and scope of this services will be assigned to ECDC.
- 1.12.3 Provide ECDC the sole and exclusive right to alter and adapt the work.
- 1.12.4 The service provider shall indemnify ECDC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by ECDC.

1.13 Ethics

- 1.13.1 Any attempt by an interested Bidder to obtain confidential information, or enter into unlawful agreements with competitors or influence the Evaluation and /or the Procurement Committee or the ECDC during the
- 1.13.2 Process of examining, evaluating and comparing Bids/Proposals or Quotations will lead to the rejection of its bid/quotation/proposal in its entirety.
- 1.13.3 The Bidder must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked in Section D; failing which the
- 1.13.4 Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.16 Competition

- 1.116.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 1.16.2 In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 1.16.3 An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.
- 1.16.4 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 1.16.5 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.
- 1.16.6 If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.
- 1.16.7 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding (10 ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

1.17 Cancellation of Bid Process

The ECDC shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Quotations at any time and shall notify the interested service providers accordingly. The ECDC shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit the ECDC to appoint any of the qualifying Bidders.

1.18 Interviews

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidders account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process.

The ECDC reserves the right to appoint a bidder without conducting interviews.

1.19 Contract award

- 1.2.1 The successful bidder will be notified of the bid award in writing by the Supply Chain Management Department
- 1.24.2 The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level agreement 19or any other appropriate agreement between the ECDC and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the ECDC and the Successful Bidder.
- 1.19.3 As a guideline regarding the content of the service level agreement, the bidder is referred to the general conditions of contract.
- 1.19.4 Until such time that an appropriate agreement has been concluded in writing between the ECDC and the successful Bidder, no rights shall be conferred, nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.
- 1.19.5 The ECDC, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price),highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the ECDC, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which the ECDC, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.
- 1.19.6 The ECDC will not entertain any request of feedback before the final awarding of the contract.
- 1.19.7 The bidder will be required to provide police clearance certificates to ECDC for all security personnel appointed before the conclusion of the contracting process.

1.20 Supplier Due Diligence

ECDC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

1.21 Disclaimer

- 1.21.1 This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals.
- 1.21.2 Interested Bidders are accordingly required to conduct their own due diligence in respect of the ECDC and its business operations and the nature and scope of the services required.
- 1.21.3 The ECDC accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session
- 1.21.4 The ECDC accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request.
- 1.21.5 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to ECDC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay penalties and/or damages to ECDC; and
- 1.21.6 The aggregate liability of the bidder to ECDC, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

1.22 Contact and Communication

- 1.22.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person on the table below. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 1.22.2 The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 1.22.3 Any communication to an official or a person acting in an advisory capacity for ECDC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- All communication between the Bidder(s) and ECDC must be done in writing.

| Details | Bidding Procedure |
|------------------|--|
| Department | Procurement Department |
| Contact person | S. Matyaleni |
| Telephone number | 043 704 5640 |
| Fax number | 043 7228876 |
| E-mail address | tenders@ecdc.co.za |

ETHICS & FRAUD HOTLINE REPORTING CHANNELS

HOTLINE DETAILS

| | |
|--------------------------|--|
| Hotline Name: | ECDC Ethics & Fraud Hotline |
| Contact Number: | 0800 116 665 |
| WhatsApp Number: | 0860 004 004 |
| Dedicated Email Address: | ecdc@behonest.co.za aidc@behost.co.za |
| SMS Number: | 48691 |
| Free Post | BNT165, Advance Call Pty (Ltd), Brooklyn Square, 0075 |
| Website Link | www.behonest.co.za |
| Chat | www.behonest.co.za |

- 1.22.4 Whilst all due care has been taken in connection with the preparation of this bid, ECDC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. ECDC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 1.22.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDC (other than minor clerical matters), the Bidder(s) must promptly notify ECDC in writing of such discrepancy, ambiguity, error or inconsistency in order to give ECDC an opportunity to consider what corrective action is necessary (if any).
- 1.22.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECDC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 1.22.7 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

SECTION C**TERMS OF REFERENCE / BID SPECIFICATIONS****1. Background ECDC****Vision**

To be an innovative leader in promoting sustainable economic growth and development of the Eastern Cape.

Mission

To promote sustainable economic development in the Eastern Cape through focused:

- a) Provision of innovative development finance
- b) Leveraging of resources, strategic alliances, investment and partnerships.

Your Growth is our satisfaction

Legislative Mandate

ECDC draws its mandate directly from the Eastern Cape Development Corporation Act (Act 2 of 1997) and is led by the economic development priorities of the provincial government, as detailed in the Provincial Growth and Development Plan (PGDP), Eastern Cape Provincial Industrial Development Strategy (PIDS), the policy statements and budget speech of the Member of the Executive Council (MEC) of Economic Development, Environment Affairs and Tourism (DEDEAT).

Section 3 of the ECDC Act states that the Corporation shall “plan, finance, co-ordinate, market, promote and implement development of the Province and its people in the field of industry, commerce, agriculture, transport and finance”.

2. Scope of Services Required**2.1 Security Demand Per Region**

The bidders should have the ability to provide the following required services per cluster:

Central, East London Region

| <u>EAST LONDON HEAD OFFICE</u> | <u>SECURITY REQUIREMENTS</u> | | <u>GRADE</u> |
|--|-------------------------------------|-------|---------------------|
| | Day | Night | |
| <ul style="list-style-type: none"> • 1x Area Manager with Vehicle (Available 24hrs) | 1 | | A |
| <ul style="list-style-type: none"> • Fort Jackson Industrial (6 x Armed Grade C Security Guards, 2x Vehicles) | 3 | 3 | C |
| <ul style="list-style-type: none"> • Dimbaza Industrial Park (6 x Armed Grade C Security Guards, 2x Vehicles) | 3 | 3 | C |

Butterworth Region

| <u>PROPERTY DESCRIPTION</u> | <u>SECURITY REQUIREMENTS</u> | | <u>GRADE</u> |
|---|-------------------------------------|-------|---------------------|
| | Day | Night | |
| <ul style="list-style-type: none"> • 1 x Area Manager with Armed Response Vehicle (Available 24hrs) | 1 | | A |
| <ul style="list-style-type: none"> • Ibika Tramatex Industries (3 x Armed Grade C Security Guards) | 1 | 2 | C |
| <ul style="list-style-type: none"> • Acrytex Industrial Complex (3 x Armed Grade C Security Guards) | 1 | 2 | C |
| <ul style="list-style-type: none"> • Chet industries ((2 x Armed Grade C Security Guards, X2 Vehicles) | 1 | 1 | C |

Mthatha Area

| <u>PROPERTY DESCRIPTION</u> | <u>SECURITY REQUIREMENTS</u> | | <u>GRADE</u> |
|--|-------------------------------------|-------|---------------------|
| | Day | Night | |
| <ul style="list-style-type: none">• 1 x Area Manager with Armed Response Vehicle (Available 24hrs)• Development House (4 x Grade C Unarmed Security Guards)• Vulindlela Heights (2 x Armed Grade C Security Guards with roving vehicle per shift) | 1 | 0 | A |
| | 2 | 2 | C |
| | 1 | 1 | C |

NB:

Bidders are required to cost in line with the current PSIRA rates in terms of the latest Sectoral Determination 6, Bidders who quote below PSIRA rates will automatic be disqualified.

Even though the bidders will price for all our regions as per tables above, ECDC has a right not to appoint a service to all the regions and that will be based on the risk analysis that will be conducted.

Unannounced site inspection will be conducted to verify information supplied in the bid, failure to meet site verification criteria as per submitted bid, company will be disqualified.

2.2 Specifications per Property

To safeguard the ECDC premises during working hours, after hours, on weekends and public holidays.

| Specifications | | | | | | | | |
|----------------|---|--|-----------------------------------|-------------------------------|---|---------------------------------------|---|--------------------------|
| | | Fort Jacks kon Indus trial | Dim baz a Indus trial | Ibik a Tra mat ex | Ac ryt ex In du str ial | Vuli ndl ela Hei ght s | Devel opme nt Hous e, York Road | Chet Industri es |
| 3.2.1 | Staff Requirements | | | | | | | |
| 3.2.1.1 | <u>General Requirements of Security Officers</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Must be registered with PSIRA at the required grade | | | | | | | |
| | Must not have a criminal record. Note: The Service Provider should prior the appointment/deployment of the Security Guard to site; conduct a criminal record check of the security guard and proof thereof should be on file. ECDC will require proof that the security guard deployed on site does not possess any criminal record at any point the contract. | | | | | | | |
| | Must have at least 2 years' experience as a Security Officer | | | | | | | |
| | A firearm competency certificate is required for the security guards deployed at Fort Jackson, Dimbaza, Butterworth Area Manager and Mthatha Area Manager | | <input type="checkbox"/> | | <input type="checkbox"/> | | | |
| 3.2.1.2 | <u>Appearance</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall ensure that Security Officers' appearance must be neat, that such officers are well groomed and that such personnel at all times whilst on duty wear the uniforms as approved by the Employer. (with all-weather gear) | | | | | | | |
| 3.2.1.3 | <u>Identity Tags</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall ensure that Security Officers' are issued with, and at all times display, clip-on identity tags depicting the officers' name, grade, PSIRA number and photograph. | | | | | | | |
| 3.2.1.4 | <u>Professionalism</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall ensure that the Security Officers are at all times whilst on duty professional, sober and courteous towards the Employer, visitors and tenants. | | | | | | | |
| 3.2.1.5 | <u>Communication Skills</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall ensure that the Security Officers must have well developed linguistic skills and must be able to communicate information in English and Xhosa /Nguni Language whenever the need arises. | | | | | | | |
| 3.2.1.6 | <u>Knowledge of the Premises</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall ensure that the Security Officers:- | | | | | | | |
| | <ul style="list-style-type: none"> Have full knowledge of the Premises as well as services/ facilities available at the Premises; | | | | | | | |
| | <ul style="list-style-type: none"> Are able to pass the relevant information to the Visitors or Tenants whenever requested to do so and are made aware of any events or marketing activities at the Premises. | | | | | | | |

| Specifications | | | | | | | | |
|----------------|--|------------------------------|--------------------------|----------------------------|--------------------------|------------------------------------|--------------------------|-----------------|
| | | Fort Jacskon Industrial Park | Dimbaza Industrial | Ibika TramateX, Industrial | Acrytex Industrial Park | Vulindlela Heights, Industrial Par | Development House | Chet Industries |
| 3.2.1.7 | <u>Radio Contact</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | The service provider shall ensure that all Security Officers on duty at the Premises should be in radio contact with the control room and must ensure that proper radio procedures are followed at all times | | | | | | | |
| 3.2.1.8 | <u>Supervisor Availability</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | The supervisor needs to be available telephonically 24 hours per day. | | | | | | | |
| 3.2.1.9 | <u>Use of Facilities</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | The service provider shall ensure that its personnel only make use of facilities specifically provided to such personnel at the Premises. | | | | | | | |
| 3.2.1.10 | <u>Personnel Shortages</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | The Contractor shall report all personnel shortages to Employer, immediately when such shortages become apparent. | | | | | | | |
| 3.2.1.11 | <u>Standard arrest procedures</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | The service provider shall ensure that all Security Officers are familiar with standard arrest procedures and local authority security regulations. | | | | | | | |
| 3.2.1.12 | <u>Confidential Information</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | The service provider shall ensure that no confidential information of any nature is divulged via security personnel to any member of the press, public or any third party. | | | | | | | |

| | | | | | | | | |
|----------|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--|
| 3.2.1.13 | <u>Compliance with procedures</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | The service provider shall ensure that its personnel comply with all procedures relating to access to entrances, beggars/ hawkers, illegal street collections and illegal parking. | | | | | | | |
| 3.2.2 | | | | | | | | |
| 3.2.2.1 | <u>Communication Equipment</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | The service provider shall provide a control room base station and 2 channel frequency with the necessary repeaters for clear communication | | | | | | | |
| 3.2.2.2 | <u>Radio's</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | The service provider shall ensure that every radio used in the provision of the Services is in good working order and issued with a portable microphone, which is in working order. | | | | | | | |
| 3.2.2.3 | <u>General Equipment</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Computer Telephone (landline) E-mail Printers | | | | | | | |

| Specifications | | | | | | | | |
|----------------|--|---|--------------------------|----------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|
| | | Fort Jackson Industrial Park | Dimbaza Industrial | Ibika Tramutex, Industrial | Acrytex Industrial Park | Vulindlela Heights, Industrial Park | Development House | Chet Industries |
| 3.2.2.4 | <p><u>Motor vehicles</u></p> <p>The service provider shall ensure that all motor vehicles used in the provision of the Services are</p> <ul style="list-style-type: none"> Suitably branded, equipped and in good working condition at all times; Repaired or replaced to the extent required to comply with the responsibilities stipulated in this Agreement. | <ul style="list-style-type: none"> Central East London (Armed Response Vehicle required) Butterworth Region (Armed Response Vehicle required) Mthatha Region (Armed Response Vehicle required) <p>The response vehicle should be armed response vehicle for back up.</p> | | | | | | |
| 3.2.2.5 | <p><u>Staff Equipment requirements</u></p> <p>The service provider shall ensure that all Security Officers are equipped with the following equipment whilst on duty</p> <ul style="list-style-type: none"> Handcuffs and batons Handheld radio's (PTT push to talk) Firearms (Grade A, B and C officers) Pens and notebooks Torches (night staff) Taser Gun or Baton /Pepper Sprays | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.2.2.6 | <p><u>Equipment Maintenance</u></p> <p>The service provider shall:-</p> <ul style="list-style-type: none"> Ensure that all equipment used in the provision of the Services is in good working condition with no parts missing; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | | | | | | |
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| | <ul style="list-style-type: none"> Inspect the equipment to ensure compliance with this responsibility; Repair or replace all equipment to the extent required to comply with the responsibilities stipulated in this Agreement. | | | | | | | |
| 3.2.3 | Administration and Reporting Requirements | | | | | | | |
| 3.2.3.1 | Reporting of incidents | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall ensure that all security related incidents must be reported to the Employer within 12 Hours of the occurrence of incident | | | | | | | |
| | When an incident occurs the Service Provider will be required to do the following: | | | | | | | |
| | Get backup from their base station | | | | | | | |
| | Report the incident to the relevant authorities i.e. Police, Fire Station etc as it occurs | | | | | | | |
| | Report the incident to ECDC as it occurs, or as soon as it is humanly possible not exceeding 12hours | | | | | | | |
| | Write an incident report thereafter and submit to ECDC with in 48hr | | | | | | | |

| Specifications | | | | | | | | |
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| | | Fort Jacskon Industrial, Park | Dimbaza Industrial Park | Ibika Tramutex, Industrial | Acrytex Industrial Park | Vulindlela Heights, Industrial Park | Development House | Chet Industries |
| 3.2.3.2 | Monthly Report | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall provide the Employer with a detailed monthly report relating to the Security Services in a format to be agreed between the parties, within 7 (seven) days of the last day of the month to which the report relates. The report is to include statistics relating to incidents, including the following:- | | | | | | | |
| | <ul style="list-style-type: none"> Vehicle theft and attempted theft on the Premises where applicable | | | | | | | |
| | <ul style="list-style-type: none"> Arrests made | | | | | | | |
| | <ul style="list-style-type: none"> Warnings issued | | | | | | | |
| | <ul style="list-style-type: none"> Problems encountered | | | | | | | |
| | <ul style="list-style-type: none"> Crime prevention measures | | | | | | | |
| | <ul style="list-style-type: none"> Tenants/ Visitors concerns pertaining to security measures where applicable | | | | | | | |
| | <ul style="list-style-type: none"> emergencies, irregularities, suspect persons and movements reported to the control room | | | | | | | |
| 3.2.3.3 | Occurrence Book (OB) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | An OB must be maintained at all times by the relevant supervisory staff; the OB should be held in the Control Room and must be accessible to authorized staff of the Employer immediately upon request. | | | | | | | |
| 3.2.3.4 | Duty Roster | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | | | | | | |
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| | The service provider shall ensure that a duty roster is kept detailing the identity of personnel on duty and the times and shifts. A copy of the duty roster must be provided to the Employer upon request. | | | | | | | |
| 3.2.4 | Control Room | | | | | | | |
| 3.2.4.1 | <u>Use of satellite Control Room</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall, as part of the Security Services, utilize the established satellite control room at their Premises to coordinate and manage the security personnel and any security related incidents that take place at the Premises. | | | | | | | |
| 3.2.4.2 | <u>Reception Function</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The Control Room must provide the ability to respond to calls from security guards in respect of any security related incidents at the Premises. | | | | | | | |
| 3.2.4.3 | <u>Recording and Administration</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The Control Room is to house all records and reports | | | | | | | |

| Specifications | | | | | | | | |
|----------------|---|--------------------------|--------------------------|----------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|
| | | Fort Jackson Industrial | Dimbaza Industrial | Ibika Tramatex, Industrial | Acrytex Industrial, Prk | Vulindlela Heights, Industrial Park | Development House | Chet industries |
| 3.2.4.4 | <u>Monitor Communications</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The Control Room is to monitor all communications between personnel in order to detect emergencies or irregularities, which might affect the security of the Premises and / or require reaction from the Armed Response team. | | | | | | | |
| 3.2.4.5 | <u>Monitor Systems and Procedures</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The Control Room is to monitor and control all emergency procedures and security systems | | | | | | | |
| 3.2.4.6 | <u>Reporting to ECDC Designated Person</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall ensure that all emergencies and irregularities are reported to the ECDC Designated person immediately, including all reports concerning suspect persons, movements and/or actions on the Premises. | | | | | | | |
| 3.2.4.7 | <u>Unauthorized Personnel</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | No unauthorized or non-essential personnel are to loiter in the control room, only personnel appointed specifically as control room operators should be permitted entrance. | | | | | | | |
| 3.2.5 | <u>Access Control</u> | | | | | | | |
| 3.2.5.1 | <u>Manning of Access points</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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| | The service provider shall ensure that all access points to the Premises are manned or monitored by its security personnel. | | | | | | | |
| 3.2.5.2 | <u>Access Control</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall control all access to the Premises in such a manner to ensure maximum security of the Premises without undue inconvenience for visitors and tenants where necessary. | | | | | | | |
| 3.2.5.3 | <u>Identification of suspect persons</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall ensure that through the controlling of access it will identify suspect persons entering the Premises and shall report such persons to the Control Room. | | | | | | | |
| 3.2.5.4 | <u>No Access</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall ensure that entry is restricted to persons having the express purpose of conducting business, and that none of the following categories of persons gain access to the Premises :- | | | | | | | |
| | Beggars | | | | | | | |
| | hawkers / street vendors | | | | | | | |
| | job seekers | | | | | | | |
| | site seers | | | | | | | |
| | door to door sales people | | | | | | | |

| Specifications | | | | | | | | | |
|----------------|--|--------------------------|--------------------------|-----------------------------|--------------------------|--------------------------------|--------------------------|--------------------------|--------------------------|
| | | Fort Jackson Industrial | Dimbaza Industrial | Ibika Tramatrix, Industrial | Acrytex Industrial Park | Vulindlela Heights, Industrial | Development House | Chet Industries | |
| 3.2.6 | Patrols - Street and Fence | | | | | | | | |
| 3.2.6.1 | Patrols | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall patrol the Premises in accordance with the provisions of this Section | | | | | | | | |
| 3.2.6.2 | Visible patrols | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall be responsible to ensure that visible patrols on the Premises takes place at all times during the Service Hours | | | | | | | | |
| 3.2.6.3 | Perimeter Fence | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The entire perimeter fence is to be patrolled frequently by means of vehicle patrol to ensure that high visibility or the integrity of the fence is maintained at all times. | | | | | | | | |
| 3.2.6.4 | Street patrols where applicable | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Streets are to be constantly patrolled by means of vehicles to ensure that high visibility is maintained and suspect movements / incidences are identified and responded to. | | | | | | | | |
| 3.2.6.5 | Vulnerable Areas | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall ensure that, in the course of patrolling, regular checks are done on vulnerable areas such as corners of zones and unoccupied areas. | | | | | | | | |
| 3.2.7 | Armed Response – When necessary | | | | | | | | |
| 3.2.7.1 | Armed Response | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall provide an armed response service in respect of the Premises when necessary | | | | | | | | |

| | | | | | | | | |
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| 3.2.7.2 | <u>Personnel on Standby</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall ensure that appropriate personnel are on immediate stand by to react to all incidences requiring armed response within the minimum time delay and within agreed response times. | | | | | | | |
| 3.2.7.3 | <u>Handling of emergencies</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall ensure that its armed response personnel are able to handle all foreseeable scenarios in an efficient manner, and provide back-up support as per the emergency procedures. | | | | | | | |
| 3.2.7.4 | <u>Reaction Time</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | The service provider shall ensure that all emergencies are reacted to immediately and that response teams are at the scene of the incidence within 15 (fifteen) minutes of a call being received by the control room. | | | | | | | |

3.2.3 General requirements:

3.2.3.1 The appointed service provider will provide the ECDC Security Services with a list of names and identity numbers of security officers to be placed at the ECDC offices for the purpose of conducting security and criminal checks.

3.2.3.2 The exchange of security officers should be done in consultation with the ECDC representative.

3.2.4 Monitoring of Services

- a) A kick off meeting will be conducted with the successful Service Provider prior to the commencement of the service.
- b) ECDC Security Services will have monthly meetings with service provider to monitor the performance.
- c) Adhoc Site visits may be conducted.
- d) The service provider will work in close collaboration with the ECDC representative so as to ensure an effective and efficient security and guarding services.
- e) The Supervisor shall be available telephonically 24 hours.

3.2.5 Capacity of Service Provider (Functionality Scorecard)

The bidder's bid documents submitted should include the following items listed below, as a minimum in order to claim functionality points.

3.3.1 Bidder's Experience and Track record (COMPLETE SECTION D – ANNEXURE D)

- a) Years of Experience in providing Industrial and/or Commercial property Security Services.

Bidders need to demonstrate that the management team have experience and capacity to manage seven or more sites simultaneously in Security Services for Industrial and Commercial Properties, by providing the a list of similar projects indicating the Contract Value of each projects.

- b) The service providers track record of similar projects undertaken.

Bidders need to demonstrate that they have a successful track record in providing Security Services for Industrial and/or Commercial Properties and as such need to provide a reference letter from either existing or previous customers on the letterhead of the customer, signed by the CEO, including the relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses **and if the services were rendered satisfactory.**

3.3.2 Methodology

The interested Bidders must outline the methodology it intends adopting to meet the **scope of the deliverables** specified above and demonstrate in their proposal.

Comprehensive project implementation plans inclusive of the following:

- a) Deployment Plan which would indicate how the service provider will deal with the placement and management of security guards inclusive of employment practises namely, security or background (criminal) checks, verification of qualification and training.
- b) Business Continuity plan including contingency plans for i.e. Strike, Illness, Death, vehicle breakdown, hi-jacking, fire, natural disasters.
- c) The Process and reporting of incidents for example the steps taken during incidents e.g. theft, robbery etc. and the action plans per incident.

7. CONDITIONS SPECIFIC TO THIS BID

1. Responsibilities and duties

- 1.1. Notwithstanding the fact that a description of the services has been provided above, ECDC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.
- 1.2. The service provider shall at all times faithfully and timeously carry out and perform the Services and shall use its best endeavours to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services.
- 1.3. The Services shall as part of his duties, attend such meetings as may be required by ECDC from time to time and submit weekly or monthly progress reports on the services as may be required and requested by ECDC.

2. Obligation to perform and sub-contracting.

- 2.1. The bidder shall notify ECDC in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the bidder from any liability or obligation under the contract.
- 2.2. The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with ECDC's prior written consent.

3. Performance guarantee – (Not Applicable)

- 3.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to ECDC the performance security of the amount specified above.

- 3.2. The proceeds of the performance security shall be payable to ECDC as compensation for any loss resulting from the bidder's failure to complete his obligations under the contract.
- 3.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to ECDC and shall be in one of the following forms:
- 3.4. A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa, acceptable to ECDC, in the form provided in the bid documents or another form acceptable to ECDC; or A cashier's or certified cheque
- 3.5. The performance security will be discharged by ECDC and returned to the bidder not later than thirty (30) days following the date of completion of the bidder's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 3.6. Notwithstanding the provisions above, the bidder shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

4. Anti-dumping and countervailing duties and rights

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

5. ECDC facilities

- 5.1. Unless otherwise agreed in writing by ECDC, the Service Provider will work from its own office and provide its own facilities, such as transport, telephone, cell phone, fax and computer facilities to perform the services.
- 5.2. The service provider may use certain facilities made available by ECDC to assist in performing the services, including but not limited to computer facilities, telephone and fax facilities and stationery. In this regard the service provider agrees to:
- 5.3. Abide by the health, safety and security measures as prescribed by ECDC from time to time;
- 5.4. To use such accommodation and facilities entirely at his own risk and ECDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of ECDC's own wilful misconduct.

6. Force majeure

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

7. Warranties (Not Applicable)

- 7.1. Supply and installation of the equipment shall have at least minimum onsite warranty of 5 years.
- 7.2. The bidder warrants that the services supplied under the contract incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that all designs etc, supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by ECDC's specifications) or from any act or omission of the bidder, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 7.3. If the bidder, having been notified, fails to remedy the defect(s) within the period specified above, ECDC may proceed to take such remedial action as may be necessary, at the bidder's risk and expense and without prejudice to any other rights which ECDC may have against the bidder under the contract.
- 7.4. ECDC shall promptly notify the bidder in writing of any claims arising under this warranty.
- 7.5. Upon receipt of such notice, the bidder shall, within the period specify and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to ECDC.

8. Spare parts (Not Applicable)

- 8.1. The bidder may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the bidder:
- 8.2. Such spare parts as ECDC may elect to purchase from the bidder, provided that this election shall not relieve the bidder of any warranty obligations under the contract; and
- 8.3. In the event of termination of production of the spare parts:
- 8.4. Advance notification to ECDC of the pending termination, in sufficient time to permit ECDC to procure needed requirements; and
- 8.5. Following such termination, furnishing at no cost to ECDC, the blueprints, drawings, and specifications of the spare parts, if requested.

9. Insurance

The service provider will be responsible for the insurance of the product and their employees until the commissioning of the final product.

Responsibility to perform.

- 9.1. Delivery of the goods and performance of services shall be made by the bidder in accordance with the time schedule prescribed by ECDC in the contract (SLA).
- 9.2. If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify ECDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, ECDC shall evaluate the situation and may at his discretion extend the bidder's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 9.3. ECDC reserves the right to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available.
- 9.4. A delay by the bidder in the performance of its delivery obligations may render the bidder liable to the imposition of penalties, unless an extension of time is agreed upon without the application of penalties.
- 9.5. ECDC shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.
- 9.6. ECDC may also consider termination of the contract.

10. Duration of the contract

- 10.1. It is anticipated that the appointment will be made during **July 2024** and the service provider will be expected to be available and start immediately as soon as a Service Level Agreement is signed.
- 10.2. The contract will be for a duration of thirty-six (36) months.
- 10.3. The successful Service Provider shall be required to complete the project within the duration of the contract specified above

- 10.4. ECDC wishes to inform the bidder annually on the availability of the funding for the project. Should the funding not be made available, ECDC will inform the successful service provider in writing and prepare the termination of contract process.
- 10.5. Upon any delay beyond the delivery period in the case of a supplies contract, ECDC shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the bidder's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the bidder.
- 10.6. **Note: The award will be conditional on ECDC and the Bidder agreeing on the terms and condition of the Service Level Agreement.**

11. Payments and tax

Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this bid, with the exception of any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.

ECDC will reimburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation.

The service provider shall from time to time during this contract duration furnish ECDC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.

Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.

The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonable necessary, claimed above, should ECDC require an audit to substantiate that expenditure and allows ECDC's own personnel or an independent auditor access to those records.

Should the above audit reveal that ECDC has been overcharged, the Service Provider will re-imburse the ECDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum;

A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.

A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

12. VALUE ADDED TAX (VAT)

12.1 Prices quoted by VAT Vendors MUST be inclusive of VAT and as such any price charged by the vendor in respect of any taxable supply of goods or services shall for the purposes of the VAT Act Section 64(1) be deemed to include any tax payable in terms of section 7(1) (a) in respect of such supply, whether or not the vendor has included tax in quote/bid price.

12.2 In all instances where bidders (including VAT Vendors) have excluded VAT from the prices quoted , such prices must be evaluated excluding VAT and if the bidder is successful , the letter of award of contract will state that the price at which the contract is awarded is exclusive of VAT and the VAT will not be added on at any stage . **The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.**

12.3 Prices quoted by non-VAT Vendors MUST NOT include VAT. However Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover to be above the threshold of R1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Services (SARS) as VAT Vendors. **The award of such a contract would be conditional pending the successful Bidder submits proof of registration as a VAT Vendor with SARS**

SECTION D

ANNEXURE A: SUPPLIER INFORMATION

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive

| | |
|---|------|
| Legal Name of Bidder: (Same as CSD) | |
| Trading Name of Bidder: (Same as CSD) | |
| Registration Number (Same as CSD) | |
| Physical Address | |
| Postal Address | |
| Contact Person | |
| Title/Position in the Firm | |
| Mobile Number | |
| Bidder Telephone Number | |
| Facsimile Number | |
| Email Address of Contact Person | |
| Email Address of Bidder | |
| VAT Registration Number (Same as CSD) | |
| Central Supplier Database Number | MAAA |
| B-BBEE STATUS VERIFICATION | |

Very Important:
(Attach Original or certified B-BBEE Status Verification from Accredited Service Provider or B-BBEE Sworn Affidavit (for EME's and QSEs) or CIPC B-BBEE Certificate for must be submitted in order to qualify for preference points for B-BBEE)

| | | | |
|---|--|---|--|
| Are the Accredited Representative in South Africa for the Goods/Services/Works Offered? (Applicable where there is an Accredited Authority i.e. Professional Body) | <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 the questionnaire Below) |
|---|--|---|--|

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

| | | |
|--|------------------------------|-----------------------------|
| Is the Entity a resident of the Republic of South Africa (RSA) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does the Entity have a branch in the RSA? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does the Entity have a permanent establishment in the RSA? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does the Entity have any source of income in the RSA | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If the answer is “No” to all of the above, then it is not a requirement to register for a Tax Compliance Status system pin code from the South African Revenue (SARS) and if not register

VERY IMPORTANT

Directors/Employees in the Service of State

Where a person within the Bidding Entity is an Employee of the State, Bidder should

- a) submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- “The PFMA”)
- b) submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee

ECDC reserves the right to verify such information from their AO/AA

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

I..... (NAME) HEREBY ACCEPT THE TERMS OF THIS REQUEST FOR QUOTATION AND ACKNOWLEDGE

THAT I AM APPROPRIATELY DELEGATED TO RESPOND ON BEHALF OF (ATTACH DELEGATION OF AUTHORITY)

.....
(NAME OF BIDDER).

Print

Date

 Designation

 Signature

| Annexure A 1: Location of Control Room | | | | |
|---|-------------------------------|-----------------------------------|---------------------------|--|
| 1 | Where is the Bidder's Control | Physical Location of Control Room | Distance from site (60km) | Connectivity of radio signal with site |
| | East London, Central Region | | | Yes / No |
| | Butterworth Region | | | Yes / No |
| | Mthatha Region | | | Yes / No |

Annexure A 2: SCHEDULE OF EQUIPMENT AND VEHICLES AVAILABLE TO PERFORM WORK

Important Note:

It is a Mandatory requirement that the Service Provider has at a minimum the following Equipment for the provision of the service.

A technical onsite meeting will be conducted to verify the availability of the equipment (Stage 3)

1. Equipment Declaration Form

| Type | Number | Availability Yes/No | Condition |
|--|--------|------------------------|-----------|
| Computers | | | |
| Telephones | | | |
| Email | | | |
| Fax to email (optional) | | | |
| Printer | | | |
| Base Radio receiver and transmitter (ICASA licences to be provided) | | | |
| Staff Equipment Requirement | | | |
| Handcuffs | | | |
| Batons | | | |
| Handheld radios (PTT push to talk) or similar technology | | | |
| Firearms with valid licences and competency certificates to be provided) | | | |
| Pens and Notebooks | | | |
| Torches for night staff | | | |
| Taser Gun | | | |
| Pepper Sprays | | | |
| Occurrence Report Book | | | |
| Duty Roster | | | |

I..... being the delegated person of the Bidder (attach delegation form) declare that the information provided is correct .

| | | | |
|------------------|--|-------------|--|
| SIGNATURE | | DATE | |
|------------------|--|-------------|--|

2. Vehicles/ Response vehicles Declaration Form

The Service Provider is required to allocate a Motor Vehicle as follows:

- ✓ **East London, Central Region** (Armed Response Vehicle required)
- ✓ **Butterworth Region** (Armed Response Vehicles required)
- ✓ **Mthatha Region** (Armed Response Vehicle required)

The response vehicle should be armed response vehicle for back up.

| Item No. | Type | Capacity | Registration Number (Attach Copy of Registration Documents) | Area/Region Allocated |
|----------|------|----------|--|-----------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |

I..... being the delegated person of the Bidder (attach delegation form) declare that the information provided is correct.

| | | | |
|------------------|--|-------------|--|
| SIGNATURE | | DATE | |
|------------------|--|-------------|--|

Experience

Bidders must furnish hereunder details of security service works done, please attached reference letters which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

| EMPLOYER/CLIENT TO WHOM THE SECURITY SERVICES WERE OFFERED | VALUE OF WORK/CONTRACT | DURATION AND COMPLETION DATE | CONTACT PERSON | EMPLOYER CONTACT NO. | Reference letter attached |
|---|-------------------------------|-------------------------------------|-----------------------|-----------------------------|----------------------------------|
| | | | | | Yes / No |
| | | | | | Yes / No |
| | | | | | Yes / No |
| | | | | | Yes / No |
| | | | | | Yes / No |
| | | | | | Yes / No |

.....

DATE

.....

SIGNATURE OF BIDDER

Annexure A 3: AUTHORISATION TO DO CREDIT AND CRIMINAL CHECKS

I understand that all information verified by ECDC will be used to ascertain the authenticity of my application and credit worthiness.

I further authorize ECDC to forward any personal information as well as any information that I have provided in support of my application for verification , including but not limited to the South African Police Services, the Government of the RSA, credit bureaus¹ and fraud prevention organizations, to determine my/our credit responsibility. Each source is hereby authorised to provide you with the requested information. I/we also understand that the information given in the application form as well as other information obtained by ECDC in relation to my credit history may be disclosed to any other parties with whom I/we propose to have a financial relationship.

I further declare, that no steps in anticipation of business rescue procedures have been taken or have been threatened by any party.

I, _____ (Full Name and Surname), with Identity Number

_____, duly authorised, hereby declare that the information supplied in this application form above, is to the best of my knowledge and understanding true and correct in all respects.

| | | | |
|------------------|--|-------------|--|
| SIGNATURE | | DATE | |
|------------------|--|-------------|--|

Annexure C: Pricing Schedule Professional Services

The pricing below should include all the relevant costs as indicated in the specifications to provide the service required that should include, the wages* for security guards, firearms, vehicles, control overheads inclusive of the shared costs of the supervisor and other relevant expenditure.

Please note:

ECDC will be appointing service providers per cluster who have passed functionality and site inspection requirements. The price, functionality and specific goals will be used to determine the ranking of each bidder per cluster and the top five functionality scorers will be included in the panel. The work will be allocated on rotation basis amongst the top five bidders per cluster. Where there is poor performance, ECDC reserves the right to terminate the services of that bidder and appoint the second top functionality scorer on the cluster.

ECDC will use PSIRA rates for rate negotiation purposes.

* Wages and hours worked should be according to the Department of Labour’s Sectoral Determination 6, ECDC reserves the right to inspect the breakdown of the wages.

Please note that ECDC will be appointing service providers per cluster.

The regions are as follows:

1. **Cluster 1:** East London Region (Fort Jackson Industrial & Dimbaza Industrial Park)
2. **Cluster 2:** Butterworth (Ibika Tramtex Industries & Acrytex Industrial Complex)
3. **Cluster 3:** Mthatha region (Development House, Vulindlela Heights)

EAST LONDON, CENTRAL REGION

| PROPERTY DESCRIPTION | SECURITY REQUIREMENTS | | GRADE | PRICE PER MONTH (Excl Vat) | TOTAL PRICE X (18) MONTHS (Excl Vat) |
|---|---|-------|-------|------------------------------------|---|
| | Day | Night | | | |
| 1 x Area Manager with Armed Response Vehicle (Available 24Hrs) | 1 | 1 | A | | |
| Fort Jackson Industrial (6 x Armed Grade C Security Guards, 2 x Vehicles) | 3 | 3 | C | | |
| Dimbaza Industrial Park (6 x Armed Grade C Security Guards, 2 x Vehicles) | 3 | 3 | C | | |
| | MONTHLY RATE FOR A SINGLE ARMED GUARD. | | | | RATE ONLY Note: Rate to be fixed over the contract period. |
| | | | | TOTAL BID FOR THIS CLUSTER: | |

BUTTERWORTH REGION

| <u>PROPERTY DESCRIPTION</u> | <u>SECURITY REQUIREMENTS</u> | | <u>GRADE</u> | PRICE PER MONTH (Excl. Vat) | TOTAL PRICE X (18) MONTHS (Excl. Vat) |
|---|---|-------|--------------|---|--|
| | Day | Night | | | |
| 1 x Area Manager with Armed Response Vehicle (Available 24Hrs) | 1 | 0 | A | | |
| Ibika Tramatex Industries (3 x Armed Grade C Security Guards) | 1 | 2 | C | | |
| Acrytex Industrial Complex (3 x Armed Grade C Security Guards) | 1 | 2 | C | | |
| Chet Industries (2 x Armed Grade C Security Guards, 2 x Vehicles | 1 | 1 | C | | |
| | MONTHLY RATE FOR A SINGLE ARMED GUARD. | | C | | RATE ONLY Note: Rate to be fixed over the contract period |
| | | | | TOTAL BID AMOUNT FOR THIS CLUSTER: | |

MTHATHA AREA 3

| <u>PROPERTY DESCRIPTION</u> | <u>SECURITY REQUIREMENTS</u> | | <u>GRADE</u> | PRICE PER MONTH (Excl Vat) | TOTAL PRICE X (03) MONTHS (Excl Vat) |
|--|---|-------|--------------|---|--|
| | Day | Night | | | |
| 1 x Area Manager with Armed Response Vehicle (Available 24Hrs) | 1 | 0 | A | | |
| Development House (4 x Unarmed Security Guards) | 2 | 2 | C | | |
| Vulindlela Heights Industrial Park (2 x Armed Grade Security Security Guards) 2 x Vehicles | 1 | 1 | C | | |
| | MONTHLY RATE FOR A SINGLE ARMED GUARD. | | C | | RATE ONLY Note: Rate to be fixed over the contract period |
| | | | | TOTAL BID AMOUNT FOR THIS CLUSTER: | |

- Total Costs per site to be added and transferred to Final Summary Page
- Bid Price should be fixed and firm for the duration of the 36 months.

FINAL SUMMARY PAGE

| Sites | Total Cost |
|---|-------------------|
| <u>Total Cost of all sites</u> | |
| EAST LONDON CLUSTER | R |
| BUTTERWORTH CLUSTER | R |
| MTHATHA CLUSTER | R |
| Allow 15 % VAT. | R |
| Total Bid Price for all Clusters | R |

| | | | |
|------------------|--|-------------|--|
| SIGNATURE | | DATE | |
|------------------|--|-------------|--|

Annexure E - (SBD 4): BIDDER'S DISCLOSURE**Note:** Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.**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 ¹ in the enterprise, employed by the state? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
|---|--|

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

| | |
|-------------------------------|--|
| Full Names | |
| Identity Number | |
| Name of the 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 <input type="checkbox"/> No <input type="checkbox"/> |
|---|--|

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 <input type="checkbox"/> No <input type="checkbox"/> |
|--|--|

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 the 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 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.

3.5 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.

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.

3.6 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.

3.7 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 of the DELEGATED AUTHORITY | | DATE | |
|---|--|-------------|--|

ANNEXURE E: STATEMENT OF CONSENT TO DATA PROCESSING

In terms of the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013)

1. I, _____(full names of the **client/applicant**), Identitynumber _____(**"the applicant"**) do hereby grant my consent to the Eastern Cape Development Corporation ("the ECDC") and its appointed processor to process my personal data for the purpose of any or all of the undermentioned actions, being the legitimate reasons for processing and/or using my personal data.
2. I accept that my personal information will only be utilized for the purposes it was collected, that the information will only be retained for as long as is necessary and required by law, and that I have the right to view such information at any time, as well as requested correction or deletion of my personal information held by the ECDC.
3. I am aware that I may withdraw my consent at any time by using the relevant Data Subject Consent Withdrawal Form.
4. I herewith consent to the ECDC official / staff member / employee or agent collecting and having access to my personal information.
5. I expressly consent to the ECDC official / staff member / employee or agent to collect and process this information for the purpose of **considering my application for funding / leasing / employment alternatively for considering our bid document.**
6. I expressly consent to the ECDC or its official / staff member / employee or agent having access to my personal information contained in my application for lease, employment, funding, my bid document or any other administrative document required by the ECDC for processing.
7. I expressly consent to the ECDC or its official / staff member / employee or agent using my personal information to communicate with me in person / via telephone / email / video call / fax / WhatsApp / any form of social media.
8. I expressly consent that the ECDC or its official / staff member / employee or agent may discuss any of my personal information with any of its officials / staff members / employees or agents that may at any stage of my application be involved in considering same and forward any such information to any ECDC relevant committee or forum.
9. I expressly consent to the ECDC or its official / staff member / employee or agent **handing over any outstanding accounts to debt collection third parties (applicable to properties/development finance and business support unit).**
10. I expressly consent to the ECDC or its official / staff member / employee or agent handing over my personal information for purposes of verification of my credit profile or record, references or any purpose required in terms of the law.

| | | | |
|---|--|-------------|--|
| SIGNATURE of the DELEGATED AUTHORITY | | DATE | |
|---|--|-------------|--|

SBD 6.1: Complete in full and sign

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

2 GENERAL CONDITIONS

2.22 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).

2.23 **Principle applicable for this tender /quotation is:**

- a) The value of this bid is estimated to be from R1 million but not exceed R50 000 000 (all applicable taxes included) and therefore the applicable preference point system for this tender is the **80/20** preference point system.

2.24 Points for this tender shall be awarded for:

- (i) Price; and
- (ii) Specific Goals.

2.25 The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | |
| 51% and above black owned enterprise | 10 |
| Eastern Cape based supplier | 5 |
| 51% and above women owned enterprise | 3 |
| 51% and above youth owned enterprise | 2 |
| Total points for Price and SPECIFIC GOALS | 100 |

2.26 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.

2.27 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.

3 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).

4 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

2.1. 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

2.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

3. POINTS AWARDED FOR SPECIFIC GOALS

3.1. 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:

3.2. 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 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.)

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed. (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|---|--|
| SPECIFIC GOALS | | | | |
| 51% and above black owned enterprise | | 10 | | |
| Eastern Cape based supplier | | 5 | | |
| 51% and above women owned enterprise | | 3 | | |
| 51% and above youth owned enterprise | | 2 | | |
| SPECIFIC GOALS | | 20 | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

3.3. Name of company/firm.....

3.4. Company registration number:

3.5. 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]

3.6. 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.

| | |
|--------------------------|---|
| SURNAME AND NAME: | SIGNATURE(S) OF TENDERER(S) |
| DATE: | |
| ADDRESS: | |

Annexure G: GENERAL CONDITION OF CONTRACT