

PA-03 (GS): NOTICE AND INVITATION FOR QUOTATION (EXEMPTION)

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF 24 HRS
SECURITY SERVICES

Project description:	24 HRS SECURITY SERVICES 42 MILL STREET CALEDON FROM 06/06/2022 TILL 06/10/2022
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Quote no:	RFG 11785	Closing date:	02/06/22
Closing time:	11:00 AM	Validity period:	30 days

Indicate responsiveness criteria applicable for this bid. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1.	<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
2.	<input type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
3.	<input type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
4.	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting (where attendance of the site inspection is necessary)
5.	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
6.	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
7.	<input checked="" type="checkbox"/>	-FULLY COMPLETED PRICING SCHEDULE (NO TIPPEX DOCUMENT)
8.	<input checked="" type="checkbox"/>	-PSIRA: Copy of valid company registration certificate -PSIRA: Copy of valid Letter of good standing -PSIRA: Copy of valid Grade A/B Psira certificate of all Directors -COIDA: Copy of valid Letter of good standing from the Department of Labour.
9.	<input type="checkbox"/>	Specify other responsiveness criteria
10.	<input type="checkbox"/>	Specify other responsiveness criteria

Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

1	<input type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (Revised PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
4	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting (where attendance of the site inspection is not necessary)
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
7	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
8	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
9	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
10	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>

COLLECTION OF BID DOCUMENTS:

All quotations must be completed on the official forms provided with this invitation and completed in ink, preferably black. Completed forms must be delivered to the Department of Public Works at the following address or faxed to the fax number below.

This quotation is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract. Attached Terms and Conditions should be signed and submitted with the official documents.

The taxes of the successful bidder must be in order, or satisfactory arrangements must be made with the Receiver of Revenue to meet the bidder's tax obligations. The attached (PA-07) form "Application for Tax Clearance Certificate", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes.

- Bid documents may be collected during working hours on *insert date* at the following address *insert physical address insert postal code*.
- Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- A non-refundable bid deposit of R _____ is payable, (Cash only) is required on collection of the bid documents.
- A *select* pre-bid meeting with representatives of the Department of Public Works will take place at *insert address* on *dd/mm/yyyy* starting at *insert time*.

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Ms Sophy Segale	Telephone no:	021 402 2327
Cell no:		Fax no:	
E-mail:	sophy.segale@dpw.gov.za		

DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of bids is **11:00** on *insert date*.

Telegraphic, telephonic, telex, facsimile, electronic and / or late bids will not be accepted.

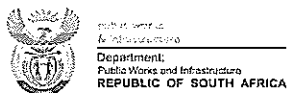
Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid advertisement.

All bids must be submitted on the official forms – (not to be re-typed)

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL NATIONAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 9027 CAPE TOWN 8000</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM 941</p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p>MAIN ENTRANCE CUSTOMS HOUSE HEERENGRACHT 941</p>
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COMPILED BY:

Ms S Segale		DD Security	25/05/2022
Name of Project Leader	Signature	Capacity	Date



Invitation to Bid: PA-32

**PART A
INVITATION TO BID (EXEMPTION)**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFQ11755	CLOSING DATE:	02/06/2022	CLOSING TIME:	11H00
DESCRIPTION	24 HOURS SECURITY FOR 42 MILL STREET CALEDON				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

OR POSTED TO: DROP AT CUSTOMS HOUSE LOWER HEERENGRACHT STREET CAPE TOWN OR EMAIL TO

CPT.Quotations@dpw.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

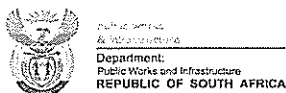
	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]		

SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)	
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TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE ('ALL APPLICABLE TAXES)
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	NDPWI	CONTACT PERSON	Sophy Segale
CONTACT PERSON	Ms E Ventura	TELEPHONE NUMBER	021-402 2249
TELEPHONE NUMBER	021-402 2078	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Sophy.segale@dpw.gov.za
E-MAIL ADDRESS	Erica.ventura@dpw.gov.za		



Invitation to Bid: PA-32

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER 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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) All delivery costs must be included in the bid price, for delivery at the prescribed destination.
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PRICE SCHEDULE

All costs shall be deemed to include for all contributions to UIF, PSIRA, cost for Uniform and all equipment, deemed necessary in the execution of the service to Be delivered. No additional claims for whatever reason except increase or Decrease in VAT will be entertained

NO	DESCRIPTION	PRICE	PERIOD IN DAYS	Number of Guards	TOTAL	
					R	C
1.	SALARY	4786.00	4 month	4	76880	00
2.	NIGHT SHIFT ALLOWANCE	182.50	4 month	2	1460	00
3.	PUBLIC HOLIDAY	276.12	3 Day	4	3326	52
4.	SUNDAY TIME	1794.61	17 Days	4	28274	40
5.	COIDA/WCA	438.39	4 month	5	8612	00
6	SUPERVISOR GRADE B	4824,00	4 month	1	19296	00
7	PSIRA FEE	5.40	4 months	5	108	00
SUBTOTAL					137956	92
PROFIT & MARK- UP						
SUBTOTAL						
ADD VAT (15%) If vat Vendor						
TOTAL						

PLEASE NOTE: THE TOTAL AMOUNT TENDERED FOR SHOULD BE FOR THE DURATION OF FOUR (4) MONTH

This document must be completed in full, each page initialled, this page signed and completed document returned in or before 11:00 on the closing date.

SIGNED: _____

NAME OF SERVICE PROVIDER: _____

ADDRESS: _____



1. PURPOSE OF THIS BID/ TERMS OF REFERENCE

The purpose of this bid is to invite service providers for **THE APPOINTMENT OF SECURITY SERVICE PROVIDER AT 42 MILL STREET CALEDON FOR A PERIOD OF 04 MONTHS**

2. PROJECT OBJECTIVES

The objective of this bid is to appoint a security service provider for 42 Mill Street Caledon to ensure the safeguarding of the Department of Public Works & Infrastructure premises for 24 hours a day.

3. SCOPE OF WORK

The successful bidders must render security services at 42 Mill Street Caledon and including the following categories:

- 3.1 Safeguard DPWI premises 24/7, including weekends and public holidays
- 3.2 Perform access and egress control after hours, on weekends and public holidays
- 3.3 Patrol around the DPWI premises
- 3.4 Conduct safety and security inspections inside and outside the DPWI building
- 3.5 Assist during emergency situations
- 3.6 Ensure searching of persons, vehicles and goods

4. SECURITY GUARDS & SUPERVISORS

- 4.1 Security guards must be PSIRA registered with Grade C with a minimum qualification of Grade 10 (Standard 8) and minimum working experience of 2 years in Security Industry
- 4.2 Supervisors must be PSIRA Registered with Grade B with a minimum qualification of Grade 10 (Standard 8) and minimum working experience of 5 years in the Security Industry
- 4.3 Security guards and supervisors must be South African Citizens
- 4.4 The successful bidder shall be subject to a positive security clearance obtained from the State Security Agency (SSA), if the results are negative the second lowest bidder in place will be appointed
- 4.5 Possess good communication, reading and writing skills in English, Afrikaans and 1 other official language
- 4.6 Security guards must have sober habits and portray a professional attitude at all the times
- 4.7 Supervisors (Grade B) must have valid driver's license (Minimum code 8/ EB) and should be the permanent employment of the bidder

- 4.8 Security guards must not be younger than 18 years of age
- 4.9 Supervisors and security guards shall comply with the functions and duties as per the bid

5. WORKING SHIFTS

Working shifts will commence as follows:

- 5.1 Dayshift (06:00 to 18:00) and nightshift (18:00 to 06:00); Mondays to Sundays and public holidays.

6. EQUIPMENT REQUIRED

The successful bidder shall ensure that security guards are equipped with the following service aids:

- 6.1 Base Radio's (must be programmed to contractors frequency)
- 6.2 Portable hand held radio per point with earpieces for all security guards (radios must be programmed to contractors frequency)
- 6.3 Electronic guard monitoring system at identified points to ensure that the site is patrolled/inspected according to instructions and any deviation is immediately reported to supervisors and addressed accordingly
- 6.4 Corporate uniform and dress standard, jacket, shirt, pants, tie, company PSIRA name tags, pull over jerseys and appropriate shoes
- 6.5 Availability of patrol vehicle depending on the need
- 6.6 Batons
- 6.7 Handheld radios / two-way radio/ PTT (push to talk)
- 6.8 Torches
- 6.9 Occurrence book
- 6.10 Pocket Books and pens
- 6.11 Hand cuffs
- 6.12 Hand held metal detectors.

7. GENERAL REQUIREMENTS

- 7.1 The appointed of service provider will be subjected to security screening, and the service provider must submit a criminal record clearance of all guards to be posted on identified sites within 21 days of appointment.
- 7.2 Security Officers will be required to always wear their PSIRA identification cards when on duty
- 7.3 The exchange of security officers should be done in consultation with the DPWI Security Manager
- 7.4 Director of a company must be a South African Citizen
- 7.5 A Service Provider must have a Contingency Plan and Crisis Management plan

8. WORK PLAN

The successful bidder will be requested to submit a detailed work plan The work plan must *inter alia* address the following:

- 8.1 How security guards will be monitored and managed on a 24/7 basis.

8.1.1 How rapid reactions to alerts by security guard will be executed in terms of capacity and other relevant security structures.

CONDITIONS OF BID

Par.	Description	Comply Yes/ No	Remarks
1.	Bidders must comply with the following		
1.1	MINIMUM SPECIFICATION These specifications are only minimum specifications. Any shortcomings in the specifications should be pointed out in the quote/bid and provided for in the price. Any additional costs incurred by the service provider because of shortcomings in the bid specifications will be for the service provider's own account		
2	COMPLIANCE		
2.1	The service provider must indicate at each item in this document whether he complies with the statement made. Each item must be answered with a "Yes" or "No"		
2.2	Failure to provide sufficient information may disqualify the service provider.		
2.3	Any condition imposed by the service provider that is restrictive or contrary to any part of this tender will automatically disqualify the service provider		
3	CLARIFICATION		
3.1	The Department may request clarification or further information regarding any critical aspect of the bid. The service provider must supply the requested information within 72 hours after the request has been made otherwise the service provider will be disqualified.		
4	ACCESS CONTROL SYSTEM (IF ANY)		
4.1	The security personnel must be able to operate the access control system (if any).		
4.2	If any suspicious activities are depicted in any other manner, it should be reported to the Security Manager and noted in the occurrence book.		
4.3	The information on the access control system must be recorded by the security		

Par.	Description	Comply Yes/ No	Remarks
	staff and made available to the client for storage in line with the Archive prescripts.		
4.4	As part of access control security guards must open and close the access gates in of the building.		
4.5	Access to the parking areas/ bays must be strictly controlled by the security guards.		
5	LOST ARTICLES:		
5.1	DEFINITION: Lost articles are articles found on the premises and for which ownership cannot be established immediately.		
5.2	All lost articles must be recorded in the occurrence book, after which they must be handed to the Security Manager immediately.		
6	DELIVERIES/ DESPATCHING		
6.1	No deliveries by any person will be received by security staff on behalf of the Department.		
6.2	No dispatching by any person will be done by security staff on behalf of the Department.		
7	LABOUR UNREST INCIDENTS:		
7.1	DEFINITION: When the Department's personnel on the site or the security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.		
7.2	LABOUR UNREST AT THE SITE: If the service is interrupted or temporarily deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on the methods to ensure continuation of the security service.		
7.3	HR/INDUSTRIAL RELATIONS Ensure that all problems experienced by security officers on site including Labour disputes are resolved amicably. Adhere to the provisions relating to salaries, wages and remuneration as		

Par.	Description	Comply Yes/ No	Remarks
	<p>envisaged in the Basic Conditions of Employment Act.</p> <p>Security guards must ensure order during strikes/lock-outs.</p>		
8	EVALUATION OF SERVICE		
8.1	The Department reserves right to evaluate security guards on site, should it be deemed necessary.		
8.2	Evaluation of service shall be done by supervisory staff at the site as well as by the contractor himself/herself on at least a monthly basis.		
8.3	The Department reserves the right to evaluate the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.		
8.4	The Department reserves the right to require from the contractor that any of his/her employees be replaced, in which case the employee must leave the site forthwith. The Department will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.		
8.5	NOTE: The Departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.		
8.6	All personnel shortages must be noted down in the occurrence book.		
9.	LIABILITY		
9.1	<p>The contractor hereby indemnifies the Client against all legal liability with regard to any claims that may arise as a result of a breach of contract or negligence on the part of the Service Provider in respect of its obligations in terms of this Agreement.</p> <p>The Contractor will be held liable for any damages or loss suffered by the Department, as a result of the contractor's own employees' negligence or intent, which originated on the site.</p>		

Par.	Description	Comply Yes/ No	Remarks
	<p>The Department shall not be liable for any loss or damage of any nature to any of the Contractor's properties or any items kept at the Department's sites, even in cases where the loss originated as a result of negligence or intent on the part of the department.</p> <p>The Department and other beneficiaries shall not bring any claim personally against any individual employed by or providing services on behalf of the contractor but only against the contractor in respect of loss or damage suffered by the Department or by other beneficiaries arising out of or in connection with the services. This restriction shall not operate to limit or exclude the liability of the contractor as a company for the acts or omissions of its, directors, employees and agents. Any claim from the Department or other beneficiaries must be made (for these purposes a claim shall be made when court or other dispute resolution proceedings are commenced) within three years of the date on which the Department became aware, or ought reasonably to have become aware, of circumstances giving rise to a claim or potential claim against the contractor.</p>		
10	INDEMNIFICATION		
10.1	The Contractor hereby indemnifies the department against any liability which the department may incur as a result of any claim against the department by any third party in respect of personal loss, death, injury or damage directly arising from any wilful or negligent acts or omissions by the Contractor, its employees, agents or independent contractors in performing its obligations under this Agreement		
11	OCCUPATIONAL HEALTH AND SAFETY		
11.1	The security company must comply with occupational Health and Safety Regulations		
12	DAMAGE OR DESTRUCTION		

Par.	Description	Comply Yes/ No	Remarks
12.1	The Department will not be held liable for any damage to or destruction of any equipment or property of the contractor during the execution of their duties.		
13	PUBLIC LIABILITY		
13.1	The Department will not be liable for any claims and legal costs which might ensue from the failure by or acts committed by the security personnel against third persons, which act include illicit frisking, illicit arrest and other illicit or wrongful deeds.		
14	INSURANCE		
14.1	The service provider must, at his/her own expenses, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his/her obligations and shall ensure that such insurance remains operative for the duration of this agreement.		
14.2	A copy of such insurance contract must be handed to the Departmental representative on commencement of the service.		
14.1	Evidence that such insurance premiums have indeed been paid, must be furnished on request		
15	USE OF STATE ASSETS		
15.1	The service provider may not, unless otherwise specified, make use of any of the State's equipment aids and/or property, for purposes of compliance with the conditions, which equipment, aids and/or property include <i>inter alia</i> stationery, rooms and furniture unless designated by the Department.		
16	TRADING		
16.1	Under no circumstances is security personnel allowed to carry on any trading.		
17.	DISPLAYS		
17.1	The service provider shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or against State buildings or sites or any part thereof without written consent.		
17.2	The service provider shall not publicly display at the site any article or object		

Par.	Description	Comply Yes/ No	Remarks
	which might be regarded as objectionable or undesirable. Any sign, printed matter, painting, name plate, advertisement, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The service provider shall be held responsible for the costs of such removal and for damages or claims which might be incurred.		
18	PRO-RATA DECREASE OF PAYMENT:		
18.1	If at any time the service is not rendered in accordance with the conditions of contract or the specification (for example number of guards are incomplete), the right is reserved to adjust payment pro-rata.		
18.2	Similarly, no departure from or breach of or failure to comply with any of the conditions shall be deemed to be a condonation, waiving or ratification of such departure, breach or failure to comply, unless such condonation, waiving or non-fulfilment has been agreed to in writing, through the Departmental Bid Committee.		
19	TERMINATION OF SERVICE:		
19.1	The stipulations of the Supply Chain Management's General Conditions of Contract (GCC) apply in particular to cases of any failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.		
19.2	The successful Bidder must take note that the contract will be terminated if a trend of poor performance is observed. (See terms and conditions of service level agreement).		
19.3	The service provider shall be terminated immediately should the contractor no longer qualify as security service provider in terms of the PSIRA, (Act 56 of 2001).		
19.4	The service provider must notify the Department immediately should he/she or any member of his/her security personnel no longer meet the qualifications or conditions of the PSIRA, (Act 56 of 2001).		

Par.	Description	Comply Yes/ No	Remarks
19.5	The service provider must immediately remove from the site and replace any of his/her employees who no longer qualify as security officers in terms of the PSIRA, (Act 56 of 2001).		
20	AMENDMENT IN CONTRACT		
20.1	Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Departmental Bid Committee.		
21	TRANSFER OF CONTRACT		
21.1	Should the service provider alienate his/her rights and liabilities in terms of this contract, he/she must notify the Department immediately so that the necessary steps for the transfer of the contract can be taken		

Signature of Bidder:

SPECIAL CONDITIONS

1. Bidders must be a legal entity or partnership. In the event of a consortia/joint ventures a signed agreement by all parties must be submitted with the bid. Also see notes to the "Authority to Sign".
2. Bidders must have an active registration with Private Security Industry Regulatory Authority (PSIRA) and need to submit a copy of their PSIRA Registration certificate with the bid document.
3. Bidders must submit proof of valid Public Liability Insurance of at least not less than R2 000,000.00
4. Proof of physical address of the Service Provider's operational Office and 24 Hour Operational Control Room in the Western Cape must be provided to the satisfaction of the Department (i.e. in the form of a municipal account, electricity account or any other equivalent account's document, lease agreement signed by both leaser and lessee. In the absence of the above, an original sworn affidavit by a Commissioner of oath, not in the employment of the bidder intending to open an office within 24 hours if awarded.)

A. Other Conditions of bid

1. Bidders are obligated to include in their pricing (after TOTAL DIRECT COSTS) Mark-up and vat percentage
2. Bidders that do not apply the minimum legislated and prescribed rates in terms of the Sectorial Determination 6 from the Department of Labour and the 2022/2023 Bargaining Council Illustrative Pricing Guide will be eliminated /disqualified



TABLE OF CONTENTS

1. PA-03 (GS): Notice and Invitation For Quotation
2. PA 32: Invitation to Bid
3. Pricing Schedule
4. Revised PA11: Bidder's Disclosure

SPECIAL CONDITIONS / MANDATORY BID CONDITIONS

1. The forms in the Table of Contents and on the PA-03(GS): Notice and Invitation for Quotation should be properly completed and signed and returned on or before the due date and time.
2. **NB:** Revised PA11: Bidder's Disclosure should be properly/duly completed, dated and signed. *Bidders or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise must disclose any interest in any other related enterprise whether or not they are bidding for this contract.*
3. The total offer on the pricing schedule must be carried over to the PA32 (Invitation to Bid) or the quote will be deemed as non-responsive and will not be evaluated further.
4. In the event an offer in words differs from the offer in figures, the offer in words supercedes the offer in figures.
5. No late, incomplete or quotations with correctional fluid will be accepted.
6. Delivery address is the Tender box on the Ground Floor, Customs House, Lower Heerengracht, Cape Town.
7. Alternatively quotations may be emailed to CPT.Quotations@dpw.gov.za
8. The quotation is valid for 30 days from the closing date.
9. The bidder must make provision for exchanges and or changes in sizes where applicable at no additional cost to the Department.
10. Failure to comply with product specifications & inability to meet delivery times will render the quote non-compliant and will not be evaluated further.
11. If the bidder is a VAT vendor /registered the bidder is required to explicitly state the VAT amount.
12. VAT vendor must include VAT at 15% in their bid offers.
13. Resolution to sign/resolution of signatures is mandatory in the event where a delegation to sign the bid document to someone other than a director or member or shareholder (where applicable).

14. The evaluation criteria will be based on price and mandatory bid conditions.
15. In the event that one or more bidders are equal in all respects the award will be decided by drawing of lots.

OTHER BID CONDITIONS

1. The Department reserves the right to negotiate the offer where it is found not to be market related.
2. All goods supplied must be approved by the South African Bureau of Standards (SABS) if applicable.
3. The Department reserves the right to request any additional information and / or samples of items quoted before mass production is undertaken at no cost to the Department if applicable.
- 4. Bidders are required to have an office/branch in the Western Cape**
5. Bidders must be registered on the CSD and tax matters should remain compliant throughout the procurement process.
6. Due to a high volume of quotations received it is advisable to hand deliver your quotation to ensure receipt thereof.
7. Specification / technical enquiries must be directed to the Project Leader as indicated on the PA-03 (GS) and PA-32.
8. The Department will contract with the successful bidder with an official order.
9. No work may commence without an official Departmental order.
- 10. The successful bidder will be required to post security guards as per the terms of reference (applicable to security quotations only)**



REVISED PA-11: BIDDER'S DISCLOSURE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

REVISED PA-11: BIDDER'S DISCLOSURE

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be,

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



REVISED PA-11: BIDDER'S DISCLOSURE

disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
 Signature Date

.....
 Position Name of bidder