#### **ELECTORAL COMMISSION**

REFERENCE: IEC/NW-01/2015 CLOSING DATE: 30 APRIL 2015

ENQUIRIES:

TECHNICAL SPECIFICATIONS: Mr William Ragophala Tel: (012) 622-5243 ADMINISTRATIVE ENQUIRIES: Mr Vincent Qwabe Tel: (012) 622-5576

To whom it may concern Manager: Procurement & Asset Management

Electoral Commission Private Bag X112 CENTURION 0046

Sir/Madam

#### TENDER IEC/NW-01/2015: PROVISION OF SECURITY SERICES - NORTH WEST

Kindly furnish the Electoral Commission (IEC) with a tender for the supply of the goods/services as per attached documents.

The conditions contained in the Electoral Commission's policy documents and all other conditions quoted in this tender, will apply to your submission.

This tender, as formulated, contains relevant Electoral Commission's tender documents/forms that must be completed.

A BID BRIEFING SESSION WILL BE CONDUCTED AT 11:00 ON 21 APRIL 2015 AT THE FOLLOWING ADDRESS:

#### PROTEA OFFICE PARK

#### **103 SEKAME STREET**

#### **MMABATHO**

Kindly tender by completing the relevant forms and deposit the tender in the tender box at the Electoral Commission's address as specified in page 2 before the closing date and time.

The Electoral Commission takes no responsibility for any late tenders, whatever the reason may be.

Yours sincerely

MARIUS STEYN

MANAGER: PROCUREMENT AND ASSET MANAGEMENT

IEG

TENDER NUMBER: IEC/NW-01/2015: PROVISION OF SECURITY SERVICES - NORTH WEST

CLOSING TIME: 11:00 CLOSING DATE: 30 APRIL 2015

YOU ARE HEREBY INVITED TO TENDER TO THE ELECTORAL COMMISSION OF THE REPUBLIC OF SOUTH AFRICA, (THE COMMISSION).

THIS TENDER MUST BE COMPLETED AND ALL APPLICABLE PAGES RETURNED AS PART OF YOUR TENDER SUBMISSION - DO NOT RETYPE OR SUBSTITUTE IN ANY OTHER FORM.

ALL TENDER FORMS (*PAGE 2 THROUGH TO PAGE 48*) MUST BE COMPLETED AND SIGNED IN ORIGINAL INK. FORMS WITH PHOTOCOPIED SIGNATURES/INITIALS OR ANY OTHER SUCH REPRODUCTION OF DETAIL WILL BE REJECTED, RESULTING IN THE TENDER BEING DISQUALIFIED.

SUBMIT THE TENDER IN A SEPARATE SEALED ENVELOPE OR SUITABLE CONTAINER IF NECESSITATED AND WRITE YOUR COMPANY NAME AS WELL AS THIS TENDER REFERENCE NUMBER (IEC/NW-01/2015) ON THE ENVELOPE/CONTAINER.

SERVICE PROVIDERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS AND PLACED IN THE TENDER BOX. TENDER DOCUMENTS MUST ONLY BE DEPOSITED IN THE TENDER BOX(ES) WHICH ARE IDENTIFIED AS TENDER BOX(ES) OF THE COMMISSION.

TENDER DOCUMENTS MUST BE SUBMITTED IN THE TENDER BOX SITUATED AT, BY NOT LATER THAN THE CLOSING DATE AND TIME:

PROTEA OFFICE PARK 103 SEKAME STREET MMABATHO

#### THE TENDER BOX WILL BE OPEN DURING OFFICE HOURS.

TENDERS SUBMITTED IN INCORRECT TENDER BOX(ES) OF THE COMMISSION, AND NOT IN THE BOX STIPULATED ABOVE WILL NOT BE CONSIDERED.

TENDERS RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL NOT BE ACCEPTED FOR CONSIDERATION.

TENDERS SUBMITTED BY TELEGRAM, FACSIMILE, POST OR BY ELECTRONIC MEANS SUCH AS EMAIL WILL NOT BE ACCEPTED FOR CONSIDERATION.

THE ELECTORAL COMMISSION WILL PUBLISH THE AWARD OF THIS TENDER IN THE GOVERNMENT TENDER BULLETIN AND APPLICABLE MEDIA AS REQUIRED. SERVICE PROVIDERS SHOULD NOTE THE AWARD OF THE TENDER AS PUBLISHED. NO GENERAL NOTICES TO SUCCESSFUL OR UNSUCCESSFUL SUPPLIERS WILL BE ISSUED. SUCCESSFUL TENDERERS WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT, OR WILL BE ISSUED WITH AN OFFICIAL PURCHASE ORDER AS NECESSARY.

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#### **BACKGROUND**

The Electoral Commission (the Commission) is a permanent body established in terms of Chapter 9 of the Constitution of the Republic of South Africa and the Electoral Commission Act 51 of 1996. It is responsible for managing and administering all elections and promoting and safeguarding democracy in South Africa. Although publicly funded and accountable to Parliament, the Electoral Commission is independent of government.

In terms of Section 190 of the Constitution of the Republic of South Africa (Act 108 of 1996), the Electoral Commission must -

- Manage elections of national, provincial and municipal legislative bodies;
- Ensure that those elections are free and fair;
- Declare the results of those elections; and
- Compile and maintain a voters' roll.

Duties of the Electoral Commission as stated in Section 5 of the Electoral Commission Act require that the Electoral Commission:

- Compile and maintain a register of parties;
- Undertake and promote **research** into electoral matters;
- Develop and promote the development of electoral expertise and technology in all spheres of government;
- Continuously review electoral laws and proposed electoral laws, and make recommendations:
- Promote voter education:
- Declare the **results** of elections for national, provincial and municipal legislative bodies within seven days; and
- Appoint appropriate public administrations in any sphere of government to conduct elections when necessary.

The Electoral Commission currently operates in approximately 234 municipal electoral offices, nine provincial offices and warehouses and the national office and warehouse in Pretoria.

#### **GENERAL TENDER CONDITIONS**

- 1. These conditions form part of the tender and failure to comply with these may invalidate a tender.
- 2. The following definitions shall apply:
  - (a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance, fund contributions and skills development levies;
  - (b) B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
  - (c) "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;
  - (d) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
  - (e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
  - (f) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration:
  - (g) "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:
  - (h) "contract" means the agreement (including a service level agreement) that results from the acceptance of a bid by the Electoral Commission;
  - (i) "EME" means any enterprise with an annual total revenue that is less than the prescribed threshold value:
  - (j) "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;
  - (k) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and 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 a service provider;
  - (I) HDI means Historically Disadvantaged Individual;
  - (m) "non-firm prices" means all prices other than "firm" prices;
  - (n) PDI means Previously Disadvantaged Individual;
  - (o) "person" includes a juristic person;
  - (p) "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;
  - (q) "state" means any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999), any municipality or municipal entity, provincial legislature, National Assembly or the National Council of provinces; or Parliament;
  - (r) "Service Provider or Supplier" (used interchangeably) means any individual or entity that has the potential to be contracted by the Electoral Commission to render goods/services.

- (s) "sub-contract" means the primary service provider/contractor's assigning, leasing, making out work to, or employing, another person to support such primary service provider/contractor in the execution of part of a project in terms of the contract.
  - In the event that the primary contractor/service provider is purchasing or renting goods from another entity for the purposes of rendering the services required in respect of this tender the latter shall be deemed not to be a 'sub-contractor';
- (t) "total revenue" bears the same meaning assigned to this expression 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 and promulgated in the Government Gazette on 9 February 2007;
- (u) "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.
- 3. The tender forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire/s (where applicable) or in a separate annexure/s.
- 4. The tender forms shall not be retyped or redrafted but photocopies may be prepared and used.
- 5. Additional offers may be made for any item in response to this tender but only on a photocopy of the applicable page/s. Additional offers made in any other manner may be disregarded.
- 6. Tenders must not be qualified by the service provider's own conditions of tender. Failure to comply with this requirement **shall** invalidate the tender.
- 7. Failure on the part of the service provider to **sign/initial all applicable pages** of this tender form and thus to acknowledge and accept the conditions in writing **shall** invalidate the tender submission.
- 8. Failure on the part of the service provider to complete the attached forms, questionnaires and specifications' document in all respects **shall** invalidate the tender submission.
- 9. All changes/alterations in the tender document should be signed/initialled. Failure on the part of the service provider to sign/initial any alterations and/or corrections made to information provided in this tender form **may** invalidate the tender.
- 10. No correction fluid/tape or similar products will be allowed and the use thereof on any page of the tender document **may** invalidate your tender submission.
- 11. Any changes/alterations to pricing that are not signed/initialled are considered material, and **shall** invalidate the tender submission. Correction fluid/tape or similar products will not be allowed to amend prices and the use thereof shall invalidate the tender submission.
- 12. Information/detail provided on completed tender forms must be legible and ink must be used. Tender forms completed mechanically, e.g. by means of a typewriter/computer are deemed to have been completed in original ink. Pencil must not be used as it shall lead to the disqualification of the tender submission.
- 13. Service providers shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated. Incomplete tender submissions (i.e. with missing pages) shall be disqualified.
- 14. Tender prices must be all inclusive, including VAT in respect of all vendors registered for VAT purposes.
- 15. Tender prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs inclusive of VAT on a basis of delivered on site as specified.
- 16. It is an absolute requirement that the tax affairs of the successful service provider **must** be in order, or that suitable arrangements have been made with the South African Revenue Services (SARS) to satisfy them.
- 17. National Treasury intends placing an obligation on the Electoral Commission to ensure that persons conducting business with it are tax compliant at the date of the submission and award of a bid as well as for the full duration of their respective contracts.

To substantiate the fact that your tax affairs are in order, an original valid SARS Tax Clearance Certificate for tenders **or** a unique security personal identification number (PIN) must be submitted with the tender before the closing time and date of the tender. Failure to submit an original valid tax clearance certificate or a valid unique security personal identification number (PIN) from SARS shall invalidate the tender.

The tax clearance certificate (if submitted) must at least be valid up to and including the closing date of this tender.

In addition, by responding to this tender you are warranting that during the contract term, you will, if requested, obtain a PIN, and that SARS may disclose your (including that of subcontractors, partners and undisclosed principals) tax compliance status to the Electoral Commission.

As per the above provisions, it must be ensured that sub-contractors, undisclosed principals, partners in partnerships and service providers not resident in the Republic of South Africa are tax compliant and remain tax compliant for the full duration of the contract.

The final date of implementation of the new PIN by SARS has not yet been announced.

- 18. Firm tender prices and delivery periods are preferred. Consequently, service providers must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
- 19. When the contract is awarded on the basis of firm prices, contract prices may be adjusted during the contract period only if:
  - (a) customs or excise duty or any other duty, levy or tax (excluding any anti-dumping and countervailing duties or similar duties), is introduced in terms of any Act or regulation; or
  - (b) any such duty, levy or tax is legally changed or abolished; and
  - (c) the onus of proof of the effect of such events shall lie with the service provider.
- 20. If non-firm prices are tendered, the following rules shall apply.
  - (a) In respect of any factors which demonstrably have an influence on the production cost of the supplies or the cost of rendering the services which have been tendered on the basis of nonfirm prices, price adjustments which become effective during the contract period may be allowed with effect from the date of the change in cost and founded on the actual direct change in the cost as used in the calculation of the tender price, in addition to those provided for.
  - (b) Where the service provider is the manufacturer of the supplies or the provider of the service, or where he/she/they is the accredited agent of the manufacturer or the provider, evidence in support of the price adjustments claimed shall be produced on demand.
  - (c) As an alternative, the service provider may specify a formula in the tender submission, on the form provided for this purpose, for the purpose of adjusting prices in accordance with published indices.
  - (d) Where the service provider is not the provider of the service, or where he/she/they is not the accredited agent of the provider, any price adjustment shall be based on the increase or reduction to the service provider in the net cost of the supplies on which the tender price was based. When any such increase or reduction in costs occurs, the service provider shall submit copies of the quotation or price list with reference to which the tender price as calculated, as well as the revised quotation or price list on which the claim is based.
- 21. Where prices are subject to exchange rate fluctuations, service providers must take that factor into account when tendering and, where necessary, should ensure that they have taken the necessary forward cover to provide for possible price increases. When applicable, specific detail to this effect should be included in the tender submission.
- 22. Discounts offered by any service provider as part of their tender submission may be considered by the Electoral Commission at its sole discretion in the tender adjudication process.
- 23. The technical tender specifications form an integral part of the tender document and service providers shall indicate in the space/s provided whether the specific services offered are according to specification or not.

- 24. In cases where the services offered are not according to specification, the deviations from the specifications shall be indicated. Specifications may not, however, be changed in the tender forms provided as that shall invalidate a tender submission.
- 25. Unless specifically provided for in the tender document, no tenders transmitted by facsimile or email will be considered.
- 26. Service providers are requested to promote local content as far as possible.
- 27. A service level agreement (SLA/contract) may be entered into with the successful service provider.
- 28. Unless otherwise stipulated, all tools/equipment needed must be supplied by the successful service provider.
- 29. Any service provider found to be influencing the tender adjudication process shall be automatically disqualified and not accepted for consideration.
- 30. In accordance with the Electoral Commission's policy, the Electoral Commission reserves the right to procure goods/services outside of the contract if, inter alia, an emergency arises; the service provider's point of supply is not situated at or near the place where services are required or, if the service provider's services are not readily available.
- 31. The Electoral Commission reserves the right to negotiate the extension of the contract at its sole discretion.
- 32. The Electoral Commission may, at its sole discretion, resolve to procure lesser or additional goods/services as provided through the tender should the need arise. Any such change in the scope of services shall be negotiated with the successful service provider if and when relevant.
- 33. Tender submissions received by the Electoral Commission and bid evaluation, assessment and adjudication reports that may contain sensitive information relating to specific bids are not available for perusal by the public.
- 34. All information supplied by the Electoral Commission will be in the strictest confidence and will remain the proprietary information of the Electoral Commission. No service provider will be permitted to disclose any such information to any third party without the prior express written authority and/or consent of the Electoral Commission.
- 35. Should the service provider fail to comply with any of the conditions of the contract, the Electoral Commission shall be entitled, without prejudice to any of its other rights, to:
  - (a) arrange for the execution of the service/s not rendered or not in conformity with the specifications of the contract; and
  - (b) recover all costs, losses or damages it has incurred or suffered as a result of the service provider's conduct; or
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangement due to such cancellation.
- 36. All acquisitions for goods/services made by the Electoral Commission are subject to the following conditions:
  - (a) No variations from the terms and conditions herein contained, and no contrary stipulation by the service provider shall be valid and binding unless confirmed by the Electoral Commission in writing.
  - (b) The Electoral Commission reserves the right to cancel any order if delivery is not made in due time and the service provider will not be entitled to any cancellation fees.
  - (c) Part deliveries will only be accepted on prior arrangement with the Electoral Commission.
  - (d) If delivery is not met as per agreement, the Electoral Commission reserves the right to cancel the outstanding delivery, and recover all costs, losses or damages it has incurred or suffered as a result of the service provider's conduct.
  - (e) No price adjustments shall be accepted unless stipulated in the tender document received. The service provider will be obliged to sell at tendered prices.

- (f) The Electoral Commission shall not be responsible for any risk in relation to the goods before delivery.
- (g) The Electoral Commission shall not be obliged to pay for any goods with any deviation from the agreed specification and quality.
- (h) The Electoral Commission shall be entitled to return any goods with defects or deviations from the agreed specification without consent from the service provider.
- (i) The service provider shall submit a valid tax invoice where the service provider is VAT registered, or a valid invoice if the service provider is not VAT registered, conforming to tax law requirements, to the Electoral Commission. The invoice amount shall correspond with the order amount and shall be VAT inclusive, where applicable.
- (j) Payment shall be effected within 30 days of receipt of a valid invoice/s together with a statement of the Electoral Commission's account in your book. Every effort shall be made to take advantage of special discounts.
- 37. No damages shall be claimable by the Electoral Commission in respect of any reasonable period of delay which the service provider can prove to the satisfaction of the Electoral Commission to be directly due to unforeseen events and/or any force majeure.
- 38. If the execution of any contract entered into is likely to be delayed or is in fact being delayed on account of any reason, full particulars of the circumstances shall be immediately reported in writing to the Procurement and Asset Management Department, and at the same time the service provider shall indicate the extension of the delivery/completion period which will then be required.
- 39. If information required in respect of any item in the tender document cannot be adequately inserted in the space provided, additional information may be provided on a separate sheet of paper with a clear and accurate reference to the item and page of the tender document.
- 40. Service providers may, at the discretion of the Electoral Commission, be requested to submit samples, make presentations and/or written submissions in order for the Electoral Commission to assess compliance with tender conditions and specifications.
- 41. Scoring in respect of this tender will be based on the provisions of the Preferential Procurement Policy Framework Act, 2000 (PPPFA) and Preferential Procurement Regulations, 2011 as gazetted on 8 June 2011. These regulations require service providers to submit valid original or certified copies of their B-BBEE Status Level Certificates from accredited verification agencies.
- 42. The following preference point systems is applicable to all bids:
  - (a) the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
  - (b) the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- 43. The value of this bid is estimated to exceed R1,000,000 (all applicable taxes included) and therefore the 90/10 scoring system shall be applicable.
- 44. Preference points for this bid shall be awarded for:
  - (a) Price (80 or 90 as applicable); and
  - (b) B-BBEE Status Level of Contribution (20 or 10 as applicable).
- 45. A maximum of 80 or 90 points is allocated for price on the following basis:

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration Pmin = Comparative price of lowest acceptable bid

46. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a service provider for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 47. Service providers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the Close Corporation Act (CCA), or a Verification Agency accredited by South African Accreditation System (SANAS) or a Registered Auditor. Registered auditors do not need to meet the prerequisite for Independent Regulatory Board of Auditors (IRBA) approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 48. Service providers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by Independent Regulatory Board of Auditors (IRBA) or a Verification Agency accredited by South African Accreditation System (SANAS).
- 49. Failure on the part of a service provider to complete and/or to sign this form and submit an original or a certified copy of a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 50. A trust, consortium or joint venture, will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 51. A trust, consortium or joint venture will qualify for points for its B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated B-BBEE scorecard as if it were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 52. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 53. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a service provider intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a service provider qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 54. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 55. The Electoral Commission reserves the right to require of a service provider, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preference points, in any manner required by the Electoral Commission.

- 56. The service provider obtaining the highest number of total points will be awarded the contract subject to complying with all the other requirements, such as, meeting the technical specifications and satisfying the due diligence audit.
- 57. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 58. Points scored will be rounded off to the nearest 2 decimal places.
- 59. In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
- 60. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.
- 61. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal).
- 63. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the service provider or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority, where
  - (a) the service provider is employed by the state; and/or
  - (b) the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and/or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the bid.
- 64. The Public Administration Management Act 11 of 2014 prohibits public servants from conducting business with the state or being a director of a public or private company that conducts business with the state. This Act will take effect on a date still to be determined by the President. Should your bid be submitted on a date after such determination by the President, point 62 and 63 above will not be applicable.

#### **TENDER SUBMISSION**

This standard document must be completed by the service provider and must form part of all bids.

In the case of a consortium or joint venture, every member of the consortium or joint venture must complete the questionnaire.

In the case of subcontractors, where more than 25% of the work will be done by such subcontractor/s each subcontractor must complete the questionnaire.

Separate forms must be used in each case.

Failure to complete and sign/initial this document shall invalidate your bid.

Where the space provided is insufficient, annexes must be submitted with the relevant information.

False documents shall and/or the omission of information may invalidate your tender.

This form also serves as a declaration to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

Any bid may be disregarded if the service provider or any of its directors or shareholders has-

- abused the Electoral Commission's supply chain management system;
- committed fraud or any other improper conduct in relation to such system; or
- failed to perform on any previous contract.

FAILURE TO SUBMIT A VALID ORIGINAL SARS TAX CLEARANCE CERTIFICATE TOGETHER WITH YOUR TENDER SUBMISSION OR TO PROVIDE THE REQUIRED UNIQUE SECURITY PERSONAL IDENTIFICATION NUMBER/S (PIN) FROM SARS SHALL INVALIDATE YOUR TENDER.

ALTHOUGH NOT ALL THE INFORMATION REQUESTED HEREUNDER MIGHT BE RELEVANT TO THE SPECIFIC REQUIREMENTS OF THIS TENDER, YOU ARE REQUESTED TO COMPLETE THE DOCUMENT WITH AS MUCH RELEVANT DETAIL AS POSSIBLE.

THE INFORMATION WILL BE USED DURING THE EVALUATION PROCESS OF THE TENDER.

# TENDER QUESTIONNAIRE (INCLUDING THE CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9), DECLARATION OF BIDDER'S PAST SUPPLY CHAIN PRACTICES (SBD8), DECLARATION OF INTEREST (SBD4) AND THE ENTERPRISE DECLARATION AFFADAVIT)

Important note: Where more space is required for additional information please use photocopies of the applicable page/s.

<b>ORGANIS</b>	<b>ATIONA</b>	L PROFILE
(SBD1	, SBD4,	SBD6.1)

1.	Name of business entity (servi	ce provider	)
2.	Legal status of service provide	r (tick one l	oox)
	Principal service provider		]
	Subcontractor		% of work will be subcontracted*
	Consortium		
	Joint venture (JV)		
	Other, specify		

In the case of subcontractors, where more than 25% of the work will be done by such subcontractor/s, each subcontractor must complete the tender questionnaire (including the certificate of independent bid determination (SBD9), declaration of service provider's past supply chain practices (SBD8), declaration of interest (SBD4) and the enterprise declaration affidavit.)

Separate forms must be used in each case.

Subcontractors must also supply a valid original tax clearance certificate.

In the event of subcontractors being used to render the services required in terms of this tender, **the principal service provider** must complete the schedule below in order to clearly indicate which entities will be subcontracted as well as the percentage of work to be subcontracted to each of these entities in relation to the total value of the contract.

Name of Company to be Subcontracted	% Value of Total Contract Allocated to Subcontractor
Total % of Work to be Sub-contracted*	%

3.		orise (tick one box) (Nowner/s must be atta		relevant certificate	es / do	cumen	ts and ID
	Partnership (	State number of part	ners	)			
		business/ sole trader		,			
	Close corpor	ation					
	Company						
		company					
	Trust						
	NGO Other (specif	<sup>:</sup> y)					
4.	Company clas	ssification					
	Manufacture	r					
	Supplier						
		service provider					
	Other service	e providers, e.g. trans	sporter, etc.				
5.	Company regi	istration number:					
6.	Postal addres	S	• • • • • • • • • • • • • • • • • • • •				
7.	Street address	S					•
8.	Geographical	co-ordinates for stree	et address:				
9.	Telephone:						
10.	Fax:						
11.		n (person representir					
12.	Designation o	f contact person:					
13.	Identity number	er:					
14.	eMail address	:					
15.	Cellphone nur	mber:					
16.	Company web	osite address:					
17.		all directors/trustees, numbers and, if appli w.		-		•	
				State	ŀ	IDI sta	tus
	Full Name	Identity Number	Personal Tax Reference Number	Employee Number/ PERSAL Number (If Applicable)	PDI	Woman	Disabled
}							
ŀ							
ŀ							
ŀ							
L		•		•			

18.	Sivilvie Classification (Tick one applicable to your compa	ny):		
	Non-SMME			
	Large			
	Medium			
	Small			
	Very Small			
	Micro			
19.	State the principal nature/activities of your business			
20.	Did the company previously exist under another name?	YES	NO	
	If "yes": what was its previous name?			
	When was the name changed?			
	Who were the owners/partners/directors?		 	
	Why was the name changed?		 	
21.	Total number of years that the company has been in bus	iness:		
22.	Please stipulate the B-BBEE status level of contribution as it appears on the certificate for your entity			
23.	What preference points are claimed in respect of this bid?			
24.	Is the entity an exempted micro enterprise (EME) for the purposes of the PPPFA Regulations?	YES	NO	
25.	Has a B-BBEE status level verification certificate been submitted?	YES	NO	
26.	If yes, who issued the certificate?			
	An accounting officer as contemplated in the close corporation act (CCA)			
	A verification agency accredited by the South African Accreditation System (SANAS)			
	A registered auditor			
				_

All service providers must submit original or certified copies of their status level certificates together with their bid documentation in support of and confirming the B-BBEE status level indicated above. Copies of certified copies of a B-BBEE status level certificate are not valid. Failure to submit the required certificate will result in a service provider being deemed as a non-compliant contributor and a status level of zero (0) will be allocated.

FINANCIAL INFORMATION

'. Inc	ome tax reference num	ıber:		
	Are you registered in terms of sections 23(1) or 23(3) of the Value Added Tax Act, 1991 (Act No. 89 of 1991)?			NO
If s	o. state vour VAT regis	tration number:		
If yo	ou have applied to the South A	African Revenue Services for VAT regist your tender submission. All prices quo	ration but are	not yet registered ple
		nnual average turnover during which the business has been o		s three financial
	Financial Year (e.g. 2013, 2014, 2015)	Annual Turnover		
	,	R		
		R		
		R		
	nat is the company's tot	al gross asset value?		
ls y	our company listed on	the Stock Exchange?	YES	NO
Ba	nking detail			
А	ccount Name:	ving banking details of your cor Branch Co		
ı	ype of Account:			
	e the prices quoted fintract?	rm for the full period of the	YES	NO
	ne tender prices are no egory(s) below:	t firm for the full period, provide	details aga	ainst the appropr
	n-firm prices, i.e. ustments and other pro	prices linked to statutory ven adjustments.	YES	NO
Ex	olanation:			
Pri	ces linked to fixed perio	od adjustments.	YES	NO
Exp	olanation:			
Pri	ces linked to escalation	formula adjustments.	YES	NO
Exi	olanation:			

#### TAX CLEARANCE INFORMATION AND VERIFICATION

- 34. The paper-based tax clearance certificates (TCC) issued by SARS will be gradually phased out and replaced with an electronic Tax Compliance Status (TCS) system. The system will allow for the online real-time verification of a person's tax compliance status. SARS will ultimately no longer issue paper based tax clearance certificates.
- 35. Any person who requires his or her tax compliance status to be disclosed to the Electoral Commission for purposes of submitting a bid or to confirm its good standing after the phasing out of paper based TCCs must request a unique security personal identification number (PIN) from SARS. It should be noted that the disclosure of a service providers tax compliance status is an express condition for all acceptable bids. Failure to make the relevant disclosures will invalidate your bid.
- 36. The Electoral Commission will use the PIN referred to above (after implementation of the new system) to verify a person's tax compliance status with SARS. Bids that are submitted in the transitional period may be accompanied by a valid original paper based tax clearance certificate, however successful service providers who are awarded contracts on a paper based TCC must warrant that they will, on request by the Electoral Commission, provide a PIN for the Electoral Commission to verify their tax compliance status.
- 37. For purposes of the implementation of the above:
  - 37.1 A service provider grants written confirmation upon submission of a bid in respect of this tender that SARS may, on an ongoing basis during the contract term, disclose the service provider's tax compliance status to the Electoral Commission.
  - 37.2 Successful service providers who appoint a subcontractors to execute a portion of a contract in excess of 25% shall ensure that such a subcontractor/s are tax compliant and remain tax compliant for the full duration of the contract. Successful service providers must provide the Electoral Commission with written consent from their subcontractors confirming that SARS may, on an ongoing basis during the contract term, disclose the subcontractor's tax compliance status to the Electoral Commission.
  - 37.3 A service provider who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid, as well as the identity of that principal. The tax compliance status of that principal must be verified in the same manner as that of the service provider. The same principle applies mutatis mutandis to sub-contractors appointed by a successful service provider to execute a portion of a contract in excess of 25%.
  - 37.4 The tax compliance status of all partners shall be verified in the event that the service provider consists of a partnership.
  - 37.5 Service providers who are not resident in the Republic of South Africa must apply for tax clearance at SARS as may be applicable.
- 38. The Electoral Commission may perform tax compliance checks:
  - 38.1 Before a supplier is added to its database of preferred suppliers.
  - 38.2 Before a bid (quotation) is accepted from a supplier.
  - 38.3 At the time of the submission of a bid.
  - 38.4 Before the award of a bid.
  - 38.5 Before any payment is made to suppliers.

Please provide the unique security personal identification number (PIN) below for the 39. required verification purposes.

Person Bidding	Name	SARS PIN Number
Service provider		
Subcontractor		
Undisclosed Principal		
Partner		

### **PERSONNEL**

40. Indicate the number of paid staff employed by the company.

POSITION	TOTAL	PDI	Women	Disabled
Directors				
Managers				
Supervisors				
Administrative				
Production/Operational				
TOTAL				

Indicate the number of personnel and the applicable HDI % employed by the company who will be utilised for the project specified in this tender.

POSITION	TOTAL	PDI	Women	Disabled
Directors				
Managers				
Supervisors				
Administrative				
Production / Operational				
TOTAL				

41. Please supply the addresses of each office and the number of staff available for the services in each of these offices, as well as PDI status as percentage:

TOTAL	

### **CAPABILITY AND EXPERIENCE**

Is the delivery period	d stated in the tender fi	rm?	YES	NO	
Is the equipment gu		YES	NO		
guaranteed in terms	the required services a of any specific guaran he tender specification	itees that	YES	NO	
Are you the accredited representative in the Republic of South Africa of the manufacturer of the equipment offered by you?  List the company's track record of similar/related comple				NO NO	 S:
Work Performed	For whom	Contact P and Telep Numb	hone	Contract/l Amoun	
	sional and or Trade As		hich you h	nave members	ship
-	her facilities used by th		.g. wareho	uses, storage	spa
Do you share any fa	cilities?		YES	NO	
•					

#### Page **21** of **48**

	With whom do you share facilities (Name of firm/individuals)		
	What are the other firm(s') principal business activities?		
50.	What percentage of raw materials contained in any manufactured goods supplied in respect of this tender is local content?		

# PAST SUPPLY CHAIN PRACTICES (SBD8)

51.	Is the service provider or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?	YES		NO	
	(Companies or persons who are listed on this Database were informed in Accounting Officer/Authority of the institution that imposed the restriction was applied).				
	The Database of Restricted Suppliers now resides on the National Treasurand can be accessed by clicking on its link at the bottom of the home page		te (www.tı	reasury.ge	ov.za)
	If so, furnish particulars:				
52.	Is the service provider or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	YES		NO	
	The Register for Tender Defaulters can be accessed on the National Treaby clicking on its link at the bottom of the home page.	sury's web	site (www	treasury.	gov.za)
	If so, furnish particulars:				
53.	Was the service provider or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	YES		NO	
	If so, furnish particulars:				
54.	Was any contract between the service provider and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES		NO	
	If so, furnish particulars:				

# DECLARATION OF INTEREST (SBD4)

55.	Are you or any person connected with the service provider presently employed by the state?	YES		NO				
	If so, furnish the following particulars:							
	Name of person/director/trustee/shareholder/member:							
	Name of state institution to which the person is connected:							
	Position occupied in the state institution:							
	Any other particulars:							
	Was appropriate authority to undertake remunerative work outside employment in the public sector obtained?	YES		NO				
	Did you attach proof of such authority to the bid document?	YES		NO				
	If no, furnish reasons for non-submission of such proof:							
56.	Did you or your spouse, or any of the company's directors/trustees/shareholders/ members or their spouses conduct business with the state in the previous twelve months?	YES		NO				
	If so, furnish particulars.							
57.	Do you, or any person connected with the service provider, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and/or adjudication of this bid?	YES		NO				
	If so, furnish particulars.				<u>,</u>			
	·							

58.	Are you, or any person connected with the service provider, aware of any relationship (family, friend, other) between any other service provider and any person employed by the state who may be involved with the evaluation and/or adjudication of this bid?	YES	NO	
	If so, furnish particulars.			
			 	•••
59.	Do you or any of the directors/trustees/ shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES	NO	
	If so, furnish particulars.			

### CERTIFICATE (SBD1, SBD4, SBD6.1, SBD8, SBD9)

I, the undersigned, in submitting the accompanying bid:

TENDER:	IEC/	'NW	<b>'-01</b> /	<b>'201</b>	5
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in response to the invitation for the bid made by The Electoral Commission do hereby make the following statements that I certify to be true and complete in every respect.

I certify, on behalf of: that:

- 1. I have read and I understand the contents of this Certificate.
- 2. I certify that the information furnished in this tender submission is true and correct. I accept that the Electoral Commission may reject the bid or act against me should this declaration be found not to be true and complete in every respect.
- 3. Each person whose signature appears on the accompanying bid has been authorised by the service provider to determine the terms of, and to sign the bid, on behalf of the service provider.
- 4. I hereby tender to render all or any of the services described in the attached documents to the Electoral Commission on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices including VAT and on the terms regarding time for delivery and/or execution inserted therein.
- 5. I agree that:
  - a) the offer herein shall remain binding upon me/us and open for acceptance by the Electoral Commission during the validity period indicated and calculated from the closing time of the tender:
  - this tender and its acceptance shall be subject to the terms and conditions contained in the general tender conditions of the Electoral Commission with which I am/we are fully acquainted;
  - c) I/we agree that my/our tender shall be valid for a period of 90 days; and
  - d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender.
- 6. I furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract/service level agreement and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 7. I hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
- 8. I agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgement which may be pronounced against me/us by a court of law as a result of such action.
- 9. Confirmation is granted that SARS may, on an ongoing basis during the contract term, disclose my/our (including that of subcontractors, partners and undisclosed principals) tax compliance status to the Electoral Commission for purposes of verifying my/our tax compliance status with SARS.

- 10. We have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive bidding.
- 11. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the service provider, whether or not affiliated with the service provider, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the service provider and/or is in the same line of business as the service provider.
- 12. In particular, without limiting the generality of paragraph 10 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation);
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid;
     or
  - f) bidding with the intention not to win the bid.
- 13. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14. The terms of the accompanying bid have not been, and will not be, disclosed by us, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 15. 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 the service provider 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.
- 16. I certify that the points claimed, based on the B-BBEE status level of contribution indicated in the tender documents, qualifies the service provider for the preference shown and I acknowledge that:
  - a) The information furnished is true and correct;
  - b) The preference points claimed are in accordance with the General Tender Conditions as indicated in this form; and
  - c) In the event of a contract being awarded as a result of points claimed I may be required to furnish documentary proof to the satisfaction of the Electoral Commission that the claims are correct.

- 17. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the Electoral Commission may, in addition to any other remedy it may have
  - a) disqualify the person from the bidding process;
  - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct:
  - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - d) restrict the service provider or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the *audi alteram* partem (hear the other side) rule has been applied; and
  - e) forward the matter for criminal prosecution.
- 18. Notice has been taken of the tender document including all the relevant forms and the General Tender Conditions contained in this tender document, the content of which is understood.
- 19. It is confirmed that the required tender forms have been completed in full and signed.

Signature	Date
Position	Name of Service provider

<sup>&</sup>lt;sup>1</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

#### **BID EVALUATION CRITERIA**

#### **IMPORTANT NOTICE:**

The under-mentioned criteria form an integral part of the bid assessment and evaluation process that will be followed by the Electoral Commission. Please note that tenders that do not conform to the primary compliance criteria indicated in Section A will not be considered. The bid evaluation criteria below must be read together with any additional evaluation criteria that may form part of the bid specifications.

#### A Acceptance or Rejection of Tender (Primary compliance verification criteria)

#### Legality of tender document:

- (a) Non-compliance with tender rules The following shall lead to disqualification:
  - Failure to return all pages of the tender document that must be signed/initialled.
  - Failure to complete tender forms in original ink.
  - Failure to sign/initial all applicable pages of the tender document.
  - Any changes/alterations to pricing that are not signed/initialled and/or the use of correctional fluid/tape or any similar product in respect of pricing in the tender document.
  - Any changes to the tender specifications (unless formally agreed to by the Electoral Commission and recorded as such before the closure of the tender).
  - Failure to complete and sign all affidavits, certificates, declarations and annexures contained in the tender in original ink.
  - Failure to submit an <u>original valid tax clearance certificate or the unique security personal</u> identification number (PIN) from SARS.
- (b) Non-compliance with tender rules In addition to (a) above, the following may lead to disqualification:
  - Failure to sign/initial any other alterations and/or corrections to the information submitted by the service provider, which the Electoral Commission may consider to be material.

#### Incomplete tender submission:

- (c) The following shall lead to disqualification:
  - Rates and Prices Schedules not completed as required.
  - Failure to submit obligatory written proposals/explanations/samples/prototypes/ certificates or similar requirements.
  - In respect of subcontractors or joint ventures or consortiums, failure to complete and submit
    the required tender forms (pages 13-27 of the tender document) or to submit a valid original
    tax clearance certificates or the unique security personal identification number (PIN) from
    SARS.

#### **B** Bid Evaluation (Technical criteria)

#### Inability to evaluate the tender:

- (a) Incomplete Schedule of Rates and Prices.
- (b) Prices and information not furnished as specified and/or required.
- (c) Incomplete written proposals/submissions where required.

Service providers should note that ALL information requested in terms of the tender submission is required and may be used for tender evaluation purposes.

#### General questionnaire to ensure compliance with tender requirements/rules/conditions/ specifications.

Question	If YES,	If NO,
Question	please tick*	please tick*
Are you duly authorised to sign the tender?		
Has the <i>Declaration of Interest Questionnaire</i> been duly completed and included with the other tender forms?		
Has the Certificate been completed and signed?		
Have separate forms (pages 13-27) been completed for each member of a consortium, joint venture or subcontractor as specified in the tender document?		
Is the tender document complete – i.e. are all pages included/returned with your tender submission?		
The use of pencil to complete the tender forms will invalidate your tender. Have all applicable pages of this document been completed and signed or initialled in original ink by the signatory of the tender document?		
Have all corrections/alterations to information and or prices made on this document been certified/signed/initialled by the signatory of the tender document?		
Have you noted that the use of correction fluid/tape or any such products to amend prices shall invalidate your tender submission?		
Has an original valid Tax Clearance Certificate (for principal service provider as well entities engaged as subcontractors or joint ventures or consortiums or partners or undisclosed principals) been attached to the tender document and/or has the PIN been stipulated?  Has an original or certified copy of your valid B-BBEE		
Certificate been attached to the tender document?		
Have the General Tender Conditions been noted?		
Have the Evaluation Criteria been noted?		
Has the Scope of Services been noted?		
Have prices been quoted VAT inclusive?		
Have a comprehensive written proposal and/or samples/certificates/et cetera as called for in this tender been prepared and submitted with the tender document?  Have you noted that you must have an established office		
and control room in the applicable municipal area stipulated in the tender document in order to successfully participate in this tender?		

### **ELECTORAL COMMISSION**

	SOUTH AFRICA
BID SPECIFICATIONS	
	S BID SPECIFICATION: - OFFICE AND WAREHOUSE
Tender Number: (IEC/NW-01/2015)	
Province: North West Province (Ngakamodiri)	

## RENDERING OF SECURITY SERVICES AT ELECTORAL COMMISSION (IEC) FACILITIES

#### 1. PURPOSE

To provide prospective service providers with proper guidelines regarding the completion and submission of the bid for the provision of security services to Electoral Commission (IEC) facilities.

#### 2. SCOPE OF SERVICES

Interested service providers shall bid for the rendering of security services at the specified premises as set out below.

#### 2.1 Current Scope

The security services to be rendered at the Electoral Commission's facilities cover the following sites:

Provincial Office: 103 Sekame Road, Mmabatho, 2735.

Provincial Warehouse: Rizvi House, 50/52 First Street, Cnr Street & Aerodrome Road, Industrial Sites, Mafikeng.

#### 2.2 Scope for Future Ad Hoc Services

The prospective service provider may be requested to render the security services at any provincial office or any facilities where the service may be required if it is able to cover the area. Such *ad hoc* service may be required at any place within the borders of the Republic of South Africa, provided the prospective provider has the capacity to do so. *Ad hoc* services shall be handled as stated in paragraph 19 below.

### 3. THE PROSPECTIVE SERVICE PROVIDER SHALL RENDER THE SECURITY SERVICES AT THE ELECTORAL COMMISSION FACILITIES OR SITES AS FOLLOWS:

- 3.1 Protection of Electoral Commission employees, information and assets against any damages, injuries, vandalism, theft, sabotage, death and any other security risks or threats.
- 3.2 Daily execution of access and egress control in terms of the provisions of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985).
- 3.3 Patrol and safeguard the Electoral Commission's premises and buildings.
- 3.4 Record all visitors and vehicles entering and leaving Electoral Commission premises.
- 3.5 Control the presence of persons, goods and vehicles and the movement thereof to and from the Electoral Commission facilities.
- 3.6 Conduct searches on employees and visitors entering and leaving the premises.
- 3.7 Compile reports of incidents of security breaches taking place during shifts operations.

- 3.8 Execute an arrest if there is a need.
- 3.9 Prevent any criminal acts including but not limited to malicious damage to vehicles, property and assets and if an incident has occurred, investigate it and report to the Electoral Commission representatives.
- 3.10 Carry out lawful security orders/instructions issued by the Electoral Commission's representative from time to time.
- 3.11 Record and safekeeping of all mail, documentation and official parcels delivered to the Electoral Commission's office/facility after office hours.
- 3.12 React and report the emergency situations to the relevant emergency services, e.g ambulance services, fire department, police station and the Electoral Commission's representatives immediately when the emergency occurs.
- 3.13 Ensure that security registers are neat and up to date at all times.
- 3.14 Report any lost and found articles/items to the supervisor and to the Electoral Commission's representative.
- 3.15 Locking and unlocking of Electoral Commission facilities where there is a need and when authorised to do so.
- 3.16 Comply with the Occupational Health and Safety Act and Regulations (Act 85 of 1993).
- 3.17 Assist with the management of access control during the execution of evacuation procedure in consultation with the Electoral Commission's emergency team.
- 3.18 Ensure compliance with provisions of Fire Arm Control Act, 2000 (Act 60 of 2000) in respect of all Electoral Commission facilities being fire-arm free zones.
- 3.19 Attend to fire alarm panel and in case of fire take appropriate action when necessary.
- 3.20 Respond to ICT server room temperature alarms and take appropriate action as outlined by Electoral Commission emergency procedures where necessary.
- 3.21 Sensitisation / orientation of Electoral Commission employees in respect of the operation of building protection systems (for example sprinklers, fire detection, alarm, *et cetera*) installed in the buildings where the Electoral Commission is the owner or tenant.

#### 4. GENERAL TERMS AND CONDITIONS

The prospective service provider shall be obliged to adhere to the terms and conditions of the tender as stipulated below:

- 4.1 Prospective service providers must provide the names, physical and postal address, telephone and fax numbers of their regional offices and head office.
- 4.2 Prospective service providers must provide the names, identity numbers and street addresses of all partners, shareholders of their companies and/or members of their partnership, companies or close corporations respectively and as applicable.

- 4.3 The prospective service provider must be a South African entity and its security officers must be South African citizens in possession of valid South African identity (ID) document or smart card.
- Provide security clearances of the security officers who will be placed at the Electoral 4.4 Commission's facilities as may be requested.
- 4.5 Provide proof of school/tertiary, firearm training and PSIRA qualifications of site manager and security officers. Certificates are to be verified and examined by Electoral Commission officials.
- 4.6 Consent of their employees that they do not object to signing a Declaration of Confidentiality or Oath of Secrecy regarding any Electoral Commission information handled by the service provider.
- 4.7 Additional security officers who will be utilised for ad hoc situations at Electoral Commission facilities shall also undergo the necessary security record checks conducted by the SSA.
- 4.8 Security officers assigned to Electoral Commission sites must be eighteen (18) years and older with the relevant qualification.
- 4.9 Security officers assigned to the Electoral Commission shall be in possession of Grade 12 (Matric) certificate.
- 4.10 As part of the bid adjudication process the prospective service provider will be subjected to the following:-
  - Security screening/reliability checks by the State Security Agency (SSA) on the company structure and all directors of the company or member of the close corporation.
  - Security screening/reliability checks of all security officers supplied to render security service to the Electoral Commission's facilities (the level of the clearance required shall be determined by Electoral Commission's representative).
  - Signing of legal indemnities with regard to the services rendered (e.g. damage to property of third parties, loss of life or injury to be sustained by the security personnel during the execution of their duties and any other legal claims resulting from acts or omissions committed by security personnel against third parties).

#### 5. INFRASTRUCTURE AND CAPACITY REQUIREMENTS OF THE PROSPECTIVE SERVICE PROVIDER

For purposes of this bid, prospective service providers are required to meet the following infrastructure and capacity requirements:

- 5.1 Have an established office in the Ngakamodiri Molema municipal jurisdiction. Within the established office, the prospective service provider must have at its disposal an administrative section of at least one room dedicated for security service purpose, which must be an immovable structure, situated at a place that is reasonably accessible for inspection by the Electoral Commission's personnel and at which reasonable hours are maintained.
- 5.2 The prospective service provider's administrative section must contain all equipment which are reasonably necessary for the effective management and administration of the security business, i.e. an operational landline telephone communication, which includes a reliable

facility to receive and transmit facsimiles, computer equipment, photocopier and the office must contain a hard copy and/or electronic filing system for the orderly keeping of all records and documents (staffing and appropriate equipment).

Furthermore, the prospective service provider must have all the necessary equipment, including vehicles, as well as uniforms, clothing and equipment that must be issued to its security officers in view of the nature of their functions, at its disposal to enable it to render a proper security service.

- 5.3 The prospective service provider must have at his/her disposal a sufficient numbers of registered and appropriately trained and skilled security officers for the rendering of the required services. The security officers used for purposes of these services must be properly controlled and supervised.
- 5.4 The prospective service provider must have at its disposal a sufficient number of adequately skilled administrative staff members for the purpose of the tender and for purpose of administrative affairs with regards to PSIRA regulations.
- 5.5 The prospective service provider must have at its disposal the financial means to ensure payment of the lawful remuneration/wages to its staff, as well as to ensure compliance with all other statutory financial obligations.
- 5.6 The operational standard of the infrastructure and capacity requirement will be subject to a due diligence audit by the Electoral Commission prior to awarding of the bid.
- 5.7 The prospective service provider may be expected to work and co-operate with other service providers. It may be further required for the successful service provider to establish and maintain sound working relationships and procedures with other contracted service providers of the Electoral Commission such as armed alarm response service providers.

#### 6. PROVISION OF SECURITY EQUIPMENT/AIDS AT SITES

The service provider shall make a provision of the standard security equipment to the security officers rendering security service at the Electoral Commission premises or facilities. All specified equipment (as described below) that is not readily available or dysfunctional will not be paid for that particular period. The following security equipment must be provided to security officers on duty:

- Operational portable two-way radios and/or press to talk (PTT) or any other suitable communication equipment that is fit for purpose that is in line with acceptable communication equipment and procedures in the security industry.
- Operational LED torches
- Visitors registers
- After hours register
- Handcuffs
- Batons
- Fire arm (handgun) where there is a need.

#### 7. PROVISION OF SECURITY OFFICERS ON SITES

7.1 The definitions of the various security officers grades are as defined by section 41 to 44 of Basic Conditions of Employment Act, No 75 of 1997 (Sectoral Determination 6 – Private

Security Industry Regulatory Authority of South Africa). As such, a security officer is defined to be any natural person who is employed by another person including an organ of state and who receives or entitled to receive from that person a remuneration, reward, fee or benefit, for rendering one or more security services, who renders security service under the control of another security service provider, and who receives or is entitled to receive from such other security provider, any remuneration, reward, fee or benefit for such service, or who or whose services are directly or indirectly made available by another security service provider to any other person, and who receives or is entitled to receive from any other person any remuneration, reward, fee for benefit for rendering one or more security services. Security officers are graded A. B. C and D.

- 7.2 The Electoral Commission, for purposes of this bid, only utilises Grade A, B and C officers and the Electoral Commission does not, for the purposes of this tender, utilise any security officers on Grade D.
- 7.3 The prospective service provider shall, in order to ensure the continuity of the service to be rendered, allocate specific personnel to the specific site by the time the bid is awarded. A list of officers must be made available to the Electoral Commission.
- Exchange or rotation of security officers on sites may only be made with prior consent of 7.4 the Electoral Commission's Security Department or Electoral Commission's representative responsible for the particular facility.
- 7.5 The Electoral Commission reserves the right to interview security officers who will be rendering the security services at its sites before they commence with their work. The purpose of the interview is to determine the level, and suitable security knowledge of the security officers who are to be placed at Electoral Commission facilities.

#### 8. **ESTABLISHED ADMINISTRATION OFFICE**

8.1 The prospective service provider must have a well-established immovable office (structure) for administration purposes and the office must be within Ngakamodiri Molema municipal iurisdiction.

The administration office shall consist of the following aspects:

- 8.1.1 The office should consist of at least one room dedicated for this purpose.
- 8.1.2 The office must contain all the equipment which is necessary for the effective management and administration of the security service.
- 8.1.3 The office must have a landline, fax machine, electronic filing, et cetera.
- 8.1.4 It must be situated at a place that is reasonably accessible to the Electoral Commission.
- 8.1.5 The office must be in a place which is accessible by the security officers that are used by the company to render a security service.

NB: Please indicate clearly in the written submission items in your office as stated on 8.1.1 to 8.1.5

#### 8.2 SECURITY CONTROL ROOM

The prospective service provider must have a well-established immovable facility (structure) that serves as an equipped security control room with 24 hour operational service for the purpose of reporting and provision of assistance in cases of emergency. The security control room shall be manned at all times for 24 hours. The security control room must be within the Ngakamodiri Molema municipality jurisdiction and the communication from the control room must be within reach to Electoral Commission sites.

As a minimum requirement a control room shall have the following equipment in operational state:

- 8.2.1 Facsimile machine on a direct landline.
- 8.2.2 Telephone on a direct landline.
- 8.2.3 At least one operational cellular phone.
- 8.2.4 Air-conditioning
- 8.2.5 LED torch.
- 8.2.6 Operational radio-base and two-way radio communications and/or (Push to Talk) PTT.
- 8.2.7 Installed secure security door at the control room entrance.
- 8.2.8 Back-up power facilities (generator) to maintain an operational state in the event of mains failures.
- 8.2.9 Contact numbers of all managerial staff, client office and after-hours numbers, police, ambulance, fire brigade, et cetera, shall be permanently displayed on the control room wall.
- 8.2.10 Appropriate and trained security officers manning control room on 24 hour basis.

NB: Please indicate clearly in the written submission items applicable in your control room as stated on 8.2.1 to 8.2.10

#### 9. MINIMUM WAGE

The prospective service provider shall pay his/her employees the minimum monthly basic salary, as prescribed by the Basic Conditions of Employment Act, No 75 of 1997, Sectoral Determination 6 and the compliance of Private Security Industry Regulatory Authority (PSIRA) thereof.

#### 10. UNIFORMS AND IDENTIFICATION OF SECURITY OFFICERS ON SITE

The service provider shall ensure that each security officer will at all times, when on duty, be fully dressed with:

- 10.1 A neat and clearly identifiable corporate uniform which must be provided by the service provider. The uniform must include rain-coats for personnel performing security duties in inclement weather.
- 10.2 A clear security or appointment card with photo which must be worn conspicuously on him/her at all times.

**NOTE:** No combat/camouflage uniform is allowed in a corporate office environment. Service providers will be advised when a combat, camouflage / body armour uniform may be required.

#### 11. SERVICE PROVIDER RESPONSIBILITIES

- 11.1 Oversee all security activities performed by security personnel on Electoral Commission sites.
- 11.2 Handle all problems and challenges experienced by security officers on sites.
- 11.3 Attend to all problems regarding security personnel wages, family and any other problems.
- 11.4 Ensure that there is always security equipment on site according to the contract.

- 11.5 Ensure that security officers on site are suitably trained to the required level and competent to render the security services.
- 11.6 Liaise with Electoral Commission's representative and Security Department on site.
- 11.7 Shortages and late coming by security officers must be recorded in the occurrence book and the Electoral Commission shall reserve the right to keep its own records on such incidents.
- 11.8 Ensure that security personnel are familiar and knowledgeable regarding the handling of emergency situations.
- 11.9 Ensure that security registers are legible, neat and updated at all times.
- 11.10 Ensure that all security officers understand the needs and expectations of primary clients (employees) and secondary clients (visitors).
- 11.11 Ensure that adequate security officers are placed on site as per contract.
- 11.12 Ensure that security officers shall not erect or display any sign, printed matter, painting, nameplates and advertising articles on any Electoral Commission's premises or building walls.
- 11.13 Remove any security officer from the site on request from a Electoral Commission representative.
- 11.14 Provide the Electoral Commission's representative with reasonable access to the designated service provider management to ensure efficient provision of services.
- 11.15 Provide the Electoral Commission's representative/Security Department with monthly reports, attend monthly meetings and attend to all *ad hoc* meetings as requested by the Electoral Commission representative.
- 11.16 Provide shift rosters with the appropriate security officer's names and PSIRA grades to Electoral Commission officials.
- 11.17 Conduct regular inspections on site.
- 11.18 Make himself/herself available during emergencies and telephonically contactable at all times.
- 11.19 Ensure that security officers are not involved in any illegal acts at Electoral Commission sites.

#### 12. SECURITY INSPECTIONS

The Electoral Commission's officials reserve the right to conduct security inspections/audits on any of the Electoral Commission's facilities where the security officers are placed or posted to execute their security duties and also to conduct inspection on the security personnel, security registers, records and equipment/aids as it may deemed required.

#### 13. SHIFT DURATION

- 13.1 Shift duration of security officers shall be limited to a maximum of twelve (12) hours on all premises occupied by the Electoral Commission.
- 13.2 No security officer may work for more than forty eight (48) hours in any seven (07) day cycle, unless if there is arranged overtime with the employee. (Please refer to Basic Conditions of Employment Act, No 75 of 1997, as amended. Sectoral Determination 6 Clause 5, sub clause [2] (a), (b), (c). The Electoral Commission shall not enter or entertain any negotiations regarding this requirement

#### 14. RESOURCES AND FACILITIES PROVIDED BY THE ELECTORAL COMMISSION

The Electoral Commission will make the following facilities available to the prospective service provider:

- 14.1 Toilet/ablution facilities.
- 14.2 Telephone with open line to communicate with the service provider's security control room, police, fire brigade, Electoral Commission's Security Department and the contracted alarm monitoring service provider as the case may be. Private telephone calls will not be allowed.
- 14.3 Electoral Commission security site instruction or any security related manual or document.
- 14.4 Training in respect of fire detection and evacuation systems where necessary.
- 14.5 Electricity.
- 14.6 Water.
- 14.7 Shelter.

## 15. WRITTEN PROPOSAL

It is a requirement of this bid that a written proposal/submission be made by the prospective service provider covering the following aspects:

- 15.1 Provide company profile and organogram. Names of incumbents must be appropriately stipulated on the organogram.
- 15.2 Provide detailed description of the company's similar and related experience and track record. Submit a detail list of existing and previous clients and their contact details.
- 15.3 The written proposal must include the details of the proposed team which will assist with administration and rendering of the security services to the Electoral Commission. This team should include and not be limited to:
  - Manager
  - Operational Manager
  - Kev Account Manager
  - Supervisor

- 15.4 Provide the curriculum vitae (CV) of each team member as proposed on 15.3. The details should include CV's, copies of IDs, PSIRA qualifications, knowledge and experiences of the members. The security experience of the operational manager must be detailed in the CV.
- 15.5 **Provide detailed proposal or project plan** on how the prospective service provider will provide the capacity, equipment and security services for the duration of the contract. The project plan should include but not limited to:
  - How the prospective service provider will protect and safeguard the assets and employees.
  - The provision or deployment of security officers on the sites.
  - How the service provider will prepare for the taking over of the site.
  - Patrol system or mechanism for the Electoral Commission facilities/sites.
  - Liaison and reporting to the Electoral Commission representative at the provincial office.
  - Any other areas/issues which may improve the security services at sites.

#### 15.6 Labour unrest and strikes on site

When the security service is interrupted or temporarily deferred because of any labour unrest, labour disputes, civilian disorder, a local or national disaster or any other cause, the service provider must ensure the activation and implementation of contingency plans until full and normal service is restored. The service provider must ensure that the company responds to the emergency situation in less than three (3) hours.

NB: The prospective service provider is required to provide a contingency plan to illustrate how it would ensure the safeguarding of the Electoral Commission facilities and employees in the event of/or any labour unrest and strikes.

- 15.7 The prospective service provider must provide a detailed plan on the *ad hoc* services will be arranged and implemented throughout the contract.
- 15.8 The prospective service provider must provide details of the established administrative office and control room and its contents in the written proposal as stated in in 8.1 and 8.2.
- 15.9 The prospective service provider is obliged to provide the Electoral Commission with the percentages of its business activities as stated below:

Business Activities (Stipulate % Dedicated to each component in Normal Business Activities)

Security services	%
Other business interest (Not security related)	
List these business interests below:	
	%
	%
	%
	%
Total business interest	100 %

# 16. PSIRA REQUIREMENTS

- 16.1 The company or close corporation and every director of the company or member of the close corporation must be registered in terms of Section 20 of the PSIRA Act 2001 (Act 56 of 2001).
- 16.2 All security officers in the employ of the company or close corporation must be registered PSIRA.
- 16.3 All security officers supplied by the company or close corporation must be trained to the standards set out and regulated by PSIRA and by a training centre accredited by PSIRA.
- 16.4 Prospective service providers must provide an original or certified copy of the written letter of good standing from PSIRA. This correspondence must be valid at the bid closure date. The service provider may be required to submit a valid original or certified copy of the letter of good standing at any given time during for the duration of the contract.
- 16.5 The prospective service provider's rates must be in line with the minimum PSIRA requirements and the prospective service provider must provide the PSIRA registration certificate.

# 17. MONTHLY INVOICING AND PAYMENT

Monthly payments will be made in accordance with the general conditions of contract and the invoicing shall be done in accordance with the following procedure:

- 17.1 Invoices shall be based on shift registers and certified time sheet by the Deputy Manager: Finance and Administration at the Free State provincial office or Security Department at the Electoral Commission's national office. Certified shift registers and time sheet shall be made available to the Security Department at the Electoral Commission's national office for audit and verification purposes when required.
- 17.2 The provincial office will then forward the original invoices to the Security Department at the national office for processing and payment within thirty (30) days of receipt thereof.
- 17.3 Only original invoices accompanied by a monthly statement will be accepted for payment by the Security Department at the Electoral Commission's national office (Election House) in Centurion.

#### 18. ANNUAL INCREMENT

Annual increases (where applicable) for the required services shall be strictly calculated based on annual statutory increases regulated by PSIRA.

#### 19. ADDITIONAL / AD HOC SECURITY SERVICES

Due to security operational requirements within the Electoral Commission, additional security services may periodically be required on an *ad hoc basis* such as during election periods / by-elections.

Requests for additional security services shall be handled as follows:

19.1 The Electoral Commission shall in advance request confirmation from the contracted service provider to establish its capacity and ability to render the required additional services at the time that the service is needed. The prospective service provider shall be

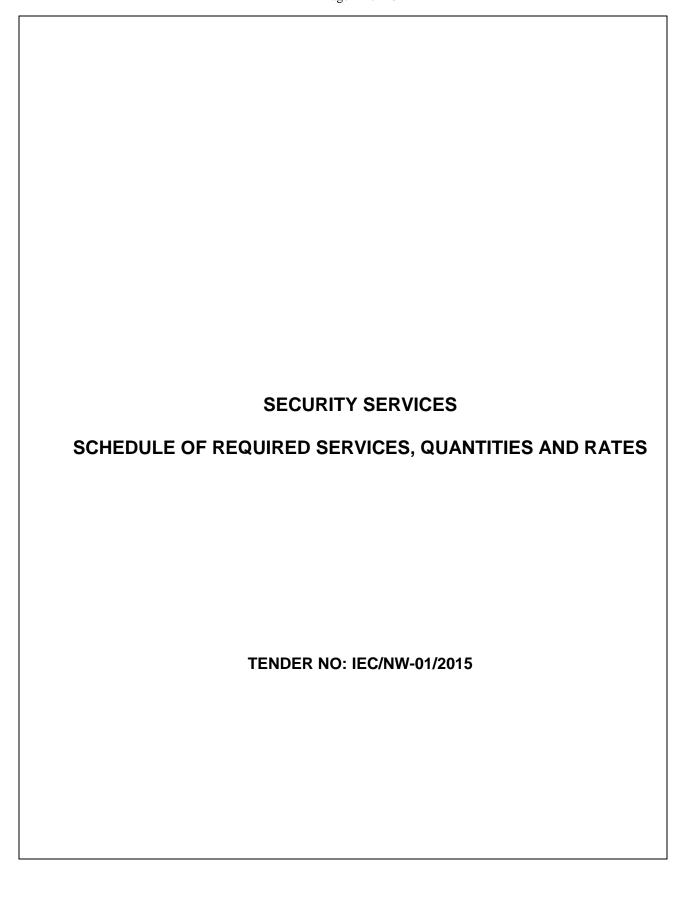
expected to have capacity to provide *ad hoc* / additional security services in the North West province. The service provider's confirmation shall also include a detailed plan and dedicated team with a manager when necessary.

- 19.2 The contracted service provider shall provide the Electoral Commission with a quotation for the required *ad hoc* services.
- 19.3 The Commission shall assess the provider's confirmation for the rendering of additional security services before acceptance.
- 19.4 The Commission shall have the right to negotiate with or engage alternative service provider/s in cases where the contracted service provider:
  - Confirms that it does not have the capacity or ability to render the required ad hoc services.
  - The quotation is not in compliance with the PSIRA requirements.
  - The quotation is not market related.
  - The services cannot be adequately provided.
- 19.5 Payment for such services will be calculated separately from the normal guarding services and will be subject to the provision of accepted quotations prior to engagement of such services and proof that the services were rendered as required.
- 19.6 The security officers provided for the event may be subjected to security screening or vetting by the State Security Agency (SSA) as may be required.

#### 20. DURATION OF THE CONTRACT

A Service Level Agreement (SLA), based on this tender requirement, will be entered into prior to the appointment of a service provider. The SLA (contract) will be valid for a period of three (3) years from the commencement date provided that the service provider maintains compliance with all the tender conditions and requirements during the period.

If and when necessary, the contract may be extended for an additional period as may be determined by the Electoral Commission at its sole discretion. Such extension shall be by mutual consensus in respect of duration and cost implications.



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# **PROVISION OF SECURITY SERVICES**

#### **REQUIRED SERVICES**

PROSPECTIVE SERVICE PROVIDERS ARE REQUIRED TO COMPLETE ALL THE TABLES **BELOW IN THE PRESCRIBED FORMAT** 

#### FAILURE TO COMPLETE THESE TABLES WILL INVALIDATE YOUR BID

#### **SECTION B.1**

Current Scope	Current Scope	1	CIIVDD DED	AMOUNT (VAT INCLUSIVE)
1	SUPERVISORY STAFF			
	Grade B: Team Leader (Day shift): Mondays to Friday excluding public holidays)	_	R	R
				R

#### **SECTION B.2**

ITEM	DESCRIPTION	QTY REQUIRED	CHARD PER	AMOUNT (VAT INCLUSIVE)
2	GUARDING TEAM COSTS			
2.1	(Dayshift) Grade C: (Monday to Sunday including public holidays)	4		R
2.2	(Night shift)  Grade C: Monday to Sundays Including public holidays.	4		R
				R

# **REQUIRED SECURITY AID AND EQUIPMENT**

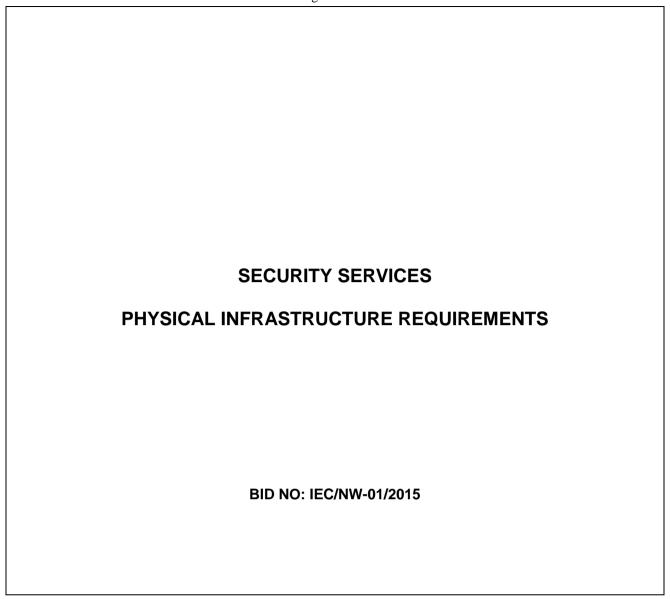
## PROSPECTIVE SERVICE PROVIDERS ARE REQUIRED TO COMPLETE ALL THE TABLES **BELOW IN THE PRESCRIBED FORMAT**

#### FAILURE TO COMPLETE THESE TABLES SHALL INVALIDATE YOUR BID

#### **SECTION B.3**

ITEM	DESCRIPTION	QTY REQUIRED	RATE PER MONTH (VAT INCLUSIVE)
3	EQUIPMENT		
3.1	Portable two LED torches	2	
<b>3.</b> 2	Baton	3	
3.3	Pair of handcuffs	2	
3.4	Cellular telephone	2	
3.5	Occurrence book	2	
3.6	Shift register	2	
3.7	Operational portable two-way radios and/or press to talk (PTT) or any other suitable communication equipment that is fit for purpose that is in line with acceptable communication equipment and procedures in the security industry.		
SUB-T	OTAL 3 carried forward to summary	R	

SUMMARY CALCULATION OF ALL SECTIONS (B1 TO B3)  (All prices quoted must be VAT inclusive)			
Section 1:	Supervisory Staff	R	
Section 2:	Guarding Team Costs	R	
Section 3:	Equipment Costs	R	
TOTAL TENDER COST PER MONTH (VAT INCLUSIVE)		R	



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# SECURITY SERVICES BID (IEC/NW-01/2015) COMPLETION OF ALL SECTIONS OF THIS DOCUMENT IS COMPULSORY

1.	NAME OF COMPA	NY			
2.	COMPANY HEAD OFFICE DETAILS				
	Physical Address				
	Postal Address				
	r colai riaarooo				
	Telephone code an	d number			
	·	Facsimile code and number			
3	ESTABLISHED COMPANY OFFICE DETAILS				
	it is not the same	physical address and contact details of your provincial/regional offices (i.e. if as that provided for your head office) as it applies to your specific tender edicated spaces below.			
	Provincial/Regional Office				
	Address				
	Telephone number				

Facsimile number

**CONTENTS OF THIS PAGE NOTED:** 

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# 4. CONTROL ROOM FACILITY

Please indicate the physical address and contact details of the control room in the Ngakamodiri Molema municipal jurisdiction as it applies to your specific tender submission in the dedicated spaces below.

Control Room Address	
(Ngakamodiri Molema mu	nicipal jurisdiction)
Telephone number	
Facsimile number	

# IEC/NW-01/2015

# **Bid Evaluation: Security Services - North West Province**

SER	VICE PROVIDER NAME:	BID R	BID REF:		
Eval	uation				
	Phase One - Key requirements for evaluation	Source Reference	Compliance		
* Noncompliance with any one of the following in Phase One results in disqualification from further consideration.					
1	Costs for services in relation to PSIRA guidelines and other statutory requirements	Section 16.6	YES	NO*	
2	Relevant registration and membership certification	Section 16.7	YES	NO*	
3	Submission of letter of good standing from PSIRA	Section 16.4	YES	NO*	
4	Written proposal submitted as required	Section 15	YES	NO*	
5	Completion of pricing and physical infrastructural schedules - Sections B and C	Section B and C	YES	NO*	
6	Established office in Ngaka Modiri Molema municipality jurisdiction	Section 8.1	YES	NO*	
7	Established control room staffed on twenty four (24) hour basis	Section 8.2	YES	NO*	
	QUALIFIES FOR FURTHER CONSIDERATION		<u></u>		
	Phase Two (Technical and Capacity Requirements)	Source Reference	Score		
	Evaluation of Submission				
Α	Aspects Covered in Written Proposal				
1	Provide company profile and organogram	Section 15.1	10		
2	Related experience and track record (experience on both company and individuals)	Section 15.2	15		
	Compliance of the admin office & control room in Ngaka Modiri Molema municipality jurisdiction	Section 8.1 & 8.2&5.1.5.2	15		
4	Submission of list of the proposed team with names	Section 15.3	5		
5	Provide the CV's of proposed team members including operational manager	Section 15.4	10		
6	Provision of detailed project plan	Section 15.5	15		
7	Provision of detail company's contingency plan in the event of industrial action	Section 15.6	15		
	Provide detail plan on how the ad hoc security services will be provided and managed	Section 15.7	10		
9	Company's interest of the security business (percentage)	Section 15.9	5		
	TOTAL POINTS SCORED OUT OF MAXIMUM (100)	( A minimum of 75% is required)			
	Comments				