

MALUTI-A-PHOFUNG SPECIAL ECONOMIC ZONE REQUEST FOR BIDS/TENDERS



Bid No:	MAPSEZ T 004/2023
Bid Description:	APPOINTMENT OF SUITABLY QUALIFIED, REGISTERED SECURITY COMPANY TO PROVIDE SECURITY SERVICES TO THE MALUTI-A-PHOFUNG SPECIAL ECONOMIC ZONE FOR A PERIOD (03) THREE YEARS
Advert Date:	08 March 2024
Briefing Date & Venue:	19 March 2024 at 11:00 C/r Amanda & De Lange Streets Tshiame Harrismith 9880 on Thursday. Failure to attend this clarification meeting will lead to disqualification a 5-minute allowance will be provided.
Closing Date:	12 April 2024 at 11:00
Submission of bids	Tender Box at C/r Amanda and De Lange Street Tshiame Harrismith 9880

Company Name:	
Company CSD #:	MAAA
Company PSIRA #:	
Completed By:	
Email:	
Telephone:	
Mobile Number:	
Date:	

Inquiries

Procurement inquiries related to this RFQ can be forwarded by email to Mr. Thapelo Moloji at thapelom@mapsez.co.za / 058 635 1120

Technical inquiries related to this RFB can be forwarded by email to Vusi Nyathi at civilmapsez@gmail.com / vusmuzi@mapsez.co.za / 0606376909 and Thobani Guma at thobaniguma@gmail.com / thobane@mapsez.co.za / 073 498 8311

DOCUMENTS IN THIS BID DOCUMENT PACK

SECTION A: TERMS OF REFERENCE

PART 1	SCOPE OF WORK & SERVICE REQUIREMENTS
PART 2	EVALUATION TERMS & CONDITIONS
PART 3	GENERAL TERMS & CONDITIONS

SECTION B: RETURNABLE DOCUMENTS

PART 1	RETURBABLE DOCUMENTS
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Note: Documents in this section must be completed and returned with bids. Bidders are encouraged to set out their bids in the following format.

DOCUMENTS IN THIS BID DOCUMENT PACK

Respondents are to ensure that they have received all pages of this document, which consist of the following sections:

SECTION A

Note: Documents in this section are for information / instruction of respondents and may be withdrawn when returning bids:

- Section A Part 1:** Terms of Reference (Evaluation Criteria Quality Scoring Support Forms)
- Section A Part 2:** General Terms and Conditions
- Section A Part 3:** General conditions of contract

SECTION B

- Returnable Documents

Note: Documents in this section must be completed and returned with bids. Bidders are encouraged to set out their bids in the following format:

Section B	Details	Bidder to tick in confirmation
Part 1	Invitation to Bid (SBD 1)	
Part 2	Pricing Schedule SBD 3.1, 3.2, or 3.3 (whichever is applicable / if applicable)	
Part 3	Bidders Disclosure (SBD 4)	
Part 4	Preference Points Claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1.)	
Part 5	CV Template(s)	
Part 6	Testimonials / References (where relevant)	
Part 7	Submission of contactable references	
Part 8	Proof of registration with relevant Professional Body	
Part 9	Proposed Personnel	
Part 10	Tax Clearance Certificate / Tax Status Pin (The tax clearance certificate requirements page must not be returned with the bids; a valid Tax Clearance Certificate / Tax Status Pin must be submitted with the bid)	
Part 11	An original / certified copy of a valid B-BBEE Certificate or an Affidavit signed by a Commissioner of Oaths	
Part 12	Resolution of Board of Directors	

SECTION A
PART 1 – TERMS OF REFERENCE

GLOSSARY

Term	Definition
Addendum	Any document issued by MAPSEZ after the date of this Request for Quotations and labelled as an “Addendum” to this Request for Proposals; collectively known as “Addenda”.
MAPSEZ	Means Maluti a Phofung Special Economic Zone, subsidiary of the FDC.
FDC	Means the Free State Development Corporation, the licence holder of the MAPSEZ.
Business Day	A day other than Saturday, Sunday and any other day not taken to be a public holiday in New South Wales.
Closing Date	The date specified on the cover of this Request for Quotations
RFQ Process	The process commencing on the issuing of this Request for Quotations and concluding when MAPSEZ has notified each Recipient whether or not it has been shortlisted, or upon the earlier termination of the process by MAPSEZ.
Bidder / Respondent / Service Provider	A person in receipt of this Request for Quotations, who intends to respond to the request. And is interchangeable with the terms Quotes, Service Provider, Applicant, Bidding Entity and Supplier.
RFB	This document, including its schedules, attachments and appendices. It is interchangeable with the term Bid.
Response	The document submitted by a Bidder to deliver the Services in response to this Request for Tenders
Services	The services described in the section entitled “Scope of Work”

1. BID DETAILS

- 1.1. **Advert Date:** 08 March 2024
- 1.2. **Compulsory Briefing Session:** 19 March 2024 at 11:00 C/r Amanda & De Lange Streets Tshiame Harrismith
- 1.3. **Closing Date:** 12 April 2024 at 11:00

2. CONTACT DETAILS

- 2.1 All inquiries or any further information (if required) regarding the technical specifications of this tender, may be obtained from the MAPSEZ at thapelom@mapsez.co.za / civilmapsez@gmail.com or thobaniguma@gmail.com / thobane@mapsez.co.za / vusmuzi@mapsez.co.za

3. BACKGROUND OF THE MALUTI-A-PHOFUNG SPECIAL ECONOMIC ZONE

- 3.1. The Maluti-a-Phofung Special Economic Zone (MAPSEZ) was designated as an Industrial Development Zone by the Department of Trade, Industry and Competition in September 2015 and was subsequently converted to a Special Economic Zone (SEZ) after the promulgation of the SEZ Act no 16 of 2014 in February 2016.
- 3.2. On the 27 April 2017, the Entity was officially awarded the SEZ Operator Permit and the Free State Development Corporation (FDC) was awarded the SEZ License.
- 3.3. The main objective of the MAPSEZ is to attract foreign and direct investment and to stimulate the local economy as well as to create permanent and temporary work opportunities for the people of the Free State and in particular the Maluti-A-Phofung region.

3.4. The Zone is nested on 1038 hectares of land in Tshiame, Harrismith. The security services required are confined within the Zone in Harrismith.

4. PRODUCT OFFERINGS OF THE MALUTI-A-PHOFUNG SPECIAL ECONOMIC ZONE

4.1. The MAPSEZ currently has around 25 Factories operating inside the Zone. The MAPSEZ is designated to attract investors in the following Sectors:

Priority Sectors	
•	Automotive Sector
•	Agro Processing
•	Logistics
•	Food Processing
•	General Processing
•	Information Technology & Communication

5. MALUTI-A-PHOFUNG SPECIAL ECONOMIC ZONE LOCATION AND AREA OF OPERATIONS

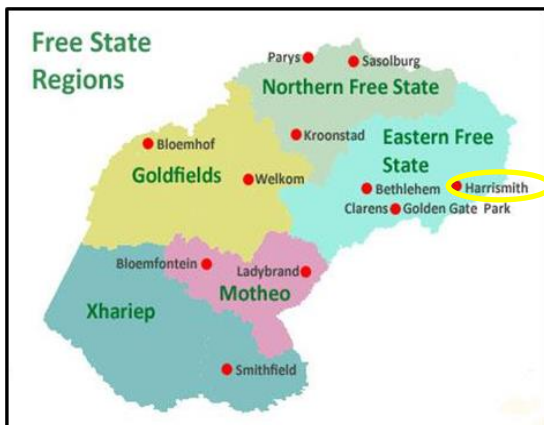


Figure a MAPSEZ Provincial Location



Figure b MAPSEZ Regional Location

5.1. The MAPSEZ is located on 1038 Ha of land and is divided into four precincts as per the below picture.

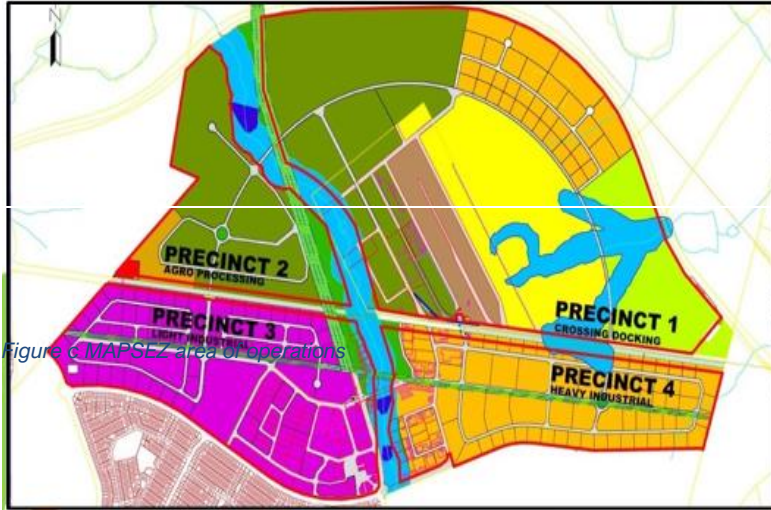


Figure 6 MAPSEZ area of operations

4. PURPOSE OF CONTRACT

- 4.1. The purpose of this contract is to procure the services of security services provider(s) who is registered with the Private Security Industry Regulation Authority (PSIRA) to provide physical security services and armed response 24/7 a day for 365 days a year for the MAPSEZ.
- 4.2. The services of the successful tender will be:

Requirements	
a.	Provision of physical security
b.	Patrolling servicing
c.	Provision of equipment
d.	Provision of standard issue equipment
e.	Installation and maintenance of CCTV systems

4.3. Shifts – 2 shifts per day (06:00 to 18:00 and 18:00 to 06:00).

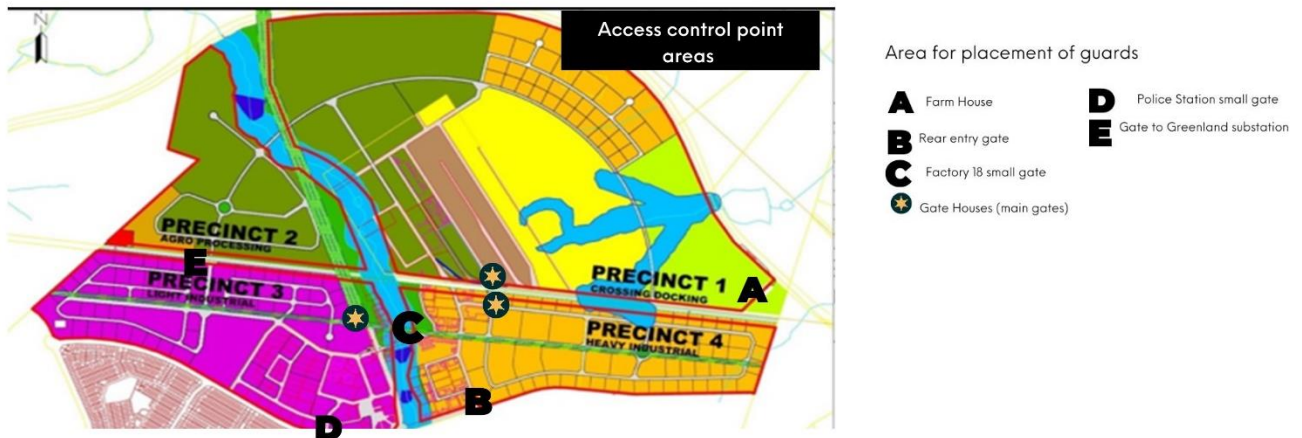
5. NATURE OF CONTRACT

- 5.1. The duration of the contract will be three (03) years and will be subject to a performance contract which will be entered into with the successful bidder. MAPSEZ reserves the right to award the contract in whole or in part for some of the sites, or not to award at all.
- 5.2. The Contractor shall employ every lawful means to prevent loss of property through damage, theft, fire sabotage and other occurrences by providing the below listed services to the MAPSEZ.

6. REQUIRED SERVICES

6.1. Physical Security – Access Control & Stationed Guards:

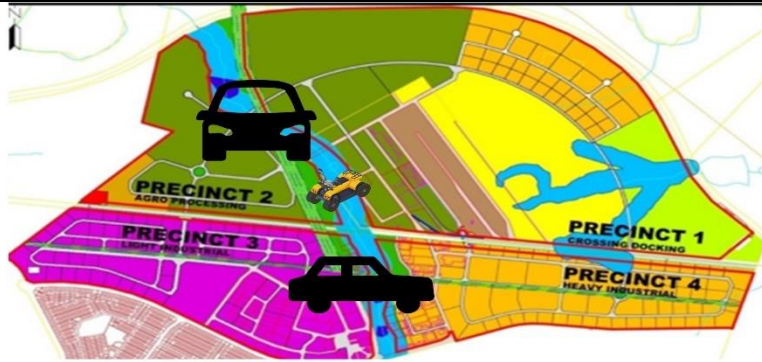
- 6.1.1. Access Control shall include but may not be limited to monitoring entry and exit of vehicles and Persons into MAPSEZ property inclusive of other related areas within its area of jurisdiction.
- 6.1.2. The entry and exit access points requiring the stationing of security personnel are depicted in the map listed below.






6.1.3. Access control sites for placement of guards:

Equipment Required	Total Areas	Area	
Access Control &	07	Gate House 1	Two Night & Day
		Gate House 2	Two Night & Day
		Gate House 3	Two Night & Day
		Area A (Rear entry gate)	One Night & Day
		Area B (MM factory)	One Night & Day
		Area C (Factory 18 small gate)	One Night & Day
		Area D (Policy Station small gate)	One Night & Day
Stationed Guards	07	(Farm house)	One Day & Night
		(Greenland substation gate)	One Day & Two Night
		1C substation	One Day & Two night
		2N substation	One Day & Two night
		1A substation	One Day & Two night
		MAPSEZ Office	One Day and Two Nigh
		Perimeter patrol 1,2,3	One Day & Night

6.2. Patrolling duties:



6.2.1. Patrolling duties shall include but may not be limited to the physical patrolling of MAPSEZ properties. The service provider will be required to patrol an excess of 14 points on foot or with quad bikes or patrol vehicles. (check the access points)

-  Precinct one and two
1 vehicle
-  Precinct three and four
1 vehicle
-  Precinct one and two
1 quad bike

6.2.2. Provision of mandatory Standard issue equipment

6.2.3. In addition to the provision of access control and physical security services, the successful service provider will be expected to provide the following mandatory goods that form part of any security contract:

Figure f: areas to be patrolled by security personnel & where mac touch points are to be

- Provision of security radios for SEZ main gates and the other security points as follows:

Equipment Required	Total Quantity Required	Radio Location	
Two Way Radios	14	One	Gate House 1
		One	Gate House 2
		One	Gate House 3
		One	Area A (Farm house)
		One	Area B (Rear entry gate)
		One	Area C (Factory 18 small gate)
		One	Area D (Policy Station small gate)
		One	Area E (Greenland substation entry gate)
		One	Perimeter patrol guard area 1
		One	Perimeter patrol guard area 2
		One	Perimeter patrol guard area 3
		One	1C substation
		One	2N substation
		One	1A substation

Table – 2



6.2.4. The service provider must also install and maintain the patrol management points (mac touch points) for each and every site as follows:

- Patrol management points at 3 main gatehouses
- Patrol management points at 4 additional entry and exit gates (see figure d above)

Equipment Required	Total Quantity Required	Radio Location	
Mac touch points	14	One	Gate House 1
		One	Gate House 2
		One	Gate House 3
		One	Area A (Farm house)
		One	Area B (Rear entry gate)
		One	Area C (Factory 18 small gate)
		One	Area D (Policy Station small gate)
		One	Area E (Greenland substation entry gate)
		One	Perimeter patrol guard area 1
		One	Perimeter patrol guard area 2
		One	Perimeter patrol guard area 3
		One	1C substation
		One	2N substation
		One	1A substation

Table – 2

6.2.5. The service provider shall generate weekly reports and submit to the MAPSEZ delegated Manager.

6.2.6. **Panic Buttons** - the service provider must provide working panic buttons at all sites; each site must have a movable panic button that can be held on the person of the guard stationed at a particular site.

6.2.7. **Patrol vehicles** – 2 x 4 bakkies, three bakkies for patrolling purposes.

6.2.8. **Firearms** – Firearms for the personnel that required to be armed and aimed response purposes if needed.

6.2.9. **Standard issue uniform** – In line with industry practice and standards.

6.2.10. **Standard issue equipment** - as Standard Issue, the successful Contractor shall provide all equipment for the guards such as uniforms, batons, hand held scanners, torches, communication radio's and/or cell phones and other related items he may deem necessary to fulfill his duties. All equipment provided shall be recorded in the equipment register and shall be kept on the site and will be operational at all times.

7. Quantity Requirements

7.1. It is expected that the successful Tenderer will provide 24-hour security services at MAPSEZ premises and other related areas within its area of jurisdiction as listed **in table 4 below**.

7.2. The quantities depicted in table 4 below is for the Physical Security guards, vehicle and Quad Bike Patrol required on site. However, pricing must inclusive of standard issue equipment as per PSIRA pricing guidelines e.g. security registers must be inclusive of the following; Pocketbooks, Visitors Registers, Time Registers, After Hours Registers, Equipment Registers and Occurrence Books). All costing must be reflected on a monthly basis.

7.3. These quantities are given in good faith and without commitment by MAPSEZ.

7.4. MAPSEZ reserves the right to increase or decrease the scope of the service required as determined by the prevailing circumstances at the time.

7.5. The Contractor shall be bound to supply whatever quantities MAPSEZ actually requires during the period of the contract, irrespective of the extent by which the total quantities ordered may vary from that set out in the Table 4 or anywhere else in the tender document at the same rate, terms and conditions.

7.6. During the duration of the contract the same rates will apply for guards required on an as and when basis (Adhoc)

8. ADDITIONAL REQUIRED SERVICES

8.1. Guard Duties:

- Guard duties shall include but may not be limited to physical guarding of MAPSEZ assets and properties.

8.2. Protection Duties:

- Protection Duties shall include but may not be limited to escorting MAPSEZ personnel as and when required.

8.3. Assistance with labor unrest:

- Assistance with labor unrest shall include but may not be limited to provision of additional security officers during labor unrest, crowd and riot control. The security officers must be skilled and qualified to handle out of control crowds. The service provider must be able to provide this service at short notice. Bidders must be able to provide a contingency plan for unrest situations.

8.4. Key Control:

- Key Control shall include but may not be limited to safekeeping of keys, opening and locking of entrances.
- MAPSEZ shall hold the Contractor responsible for losses that occur because of lack of key control by the Security Officers. The successful bidder will be required to hold third party liability insurance in the amount of R 3 million to cover these losses and other third-party liabilities.
- Safe keeping of keys refers to keys of the main access and entrance areas. Liability insurance determine as a need in order to cover assets of the MAPSEZ in case of a loss, theft, or damage as a results of negligence or perceived negligence by the service provider.

8.5. Armed response:

- Armed response shall include but may not limited to armed response to raised alarms to the bidders control room which must be supported by armed response. The armed guards onsite must be trained in such a way that they can provide armed response if needed onsite.

8.6. Patrol car visit:

- Each supervisor must visit each site for a minimum of four times per shift using the patrol car.

9. PERFORMANCE MANAGEMENT SYSTEM

9.1. In our quest to make MAPSEZ a safe and secure place to work, we are constantly striving to improve our security and ensure that the highest levels of performance are achieved by our security provider.

9.2. As part of ensuring that high performance levels are maintained, a Performance Management System will be included in the security service contract.

9.3. This security performance management system will allow MAPSEZ to assess/manage the performance and the services rendered by the security service provider on a monthly basis.

9.4. This approach further provides grounds for penalizations for none compliance to performance expectations for up to a maximum of 25% per site of the monthly service fees. On a yearly basis the security service provider would be expected to score a 75% average on the performance assessments, failing to do so MAPSEZ reserves the right, without liability and without prejudice to any other remedies it may have, to terminate the contract within a one-month notice period.

10. SCOPE OF CONTRACT

10.1 The contract entails the provision of 24-hour security guards at the MAPSEZ.

10.2 Two shifts per day (06:00 to 18:00 and 18:00 to 06:00)

10.3 The Contractor shall deploy only security personnel registered with the Private Security Industry Regulatory Authority on MAPSEZ sites. The Contractor shall ensure that all Security personnel on duty (on MAPSEZ sites) will carry up to date registration / employee identification card with the PSIRA numbers on their person at all times.

10.4 The Contractor shall train his personnel to ensure that all security personnel deployed on MAPSEZ premises will handle themselves in a professional, friendly and helpful manner at all times and are able to discharge all duties required by the contract.

10.5 The Contractor shall ensure that all security personnel deployed to specific MAPSEZ sites will wear appropriate clean uniforms at all times whilst on duty, without exception.

10.6 The Contractor will supply the uniforms for this contract.

10.7 All the Contractor personnel uniforms must bear the Contractor's company logo at all times.

10.8 All the Contractor's personnel deployed at MAPSEZ sites must wear name- tags at all times.

10.9 All the Contractor's personnel deployed on MAPSEZ premises should be able to read write and speak English.

10.10 All Contractors' personnel deployed on MAPSEZ premises should be mentally and physically fit to performing the assigned duties.

10.11 The service provider must do vetting (which includes PSIRA registrations, criminal checks, LCRC and other background checks) on personnel deployed on MAPSEZ premises. MAPSEZ reserves the right to do further vetting.

10.12 MAPSEZ reserves the right to review the minimum requirements.

- 10.13 MAPSEZ Security Risk Management reserves the right to instruct the Contractor to remove any personnel who, in MAPSEZ opinion, is unable to perform their duty.
- 10.14 The Contractor must indicate what procedures will be put in place for proper clocking/attendance system.
- 10.15 The clocking/attendance system must be able to automatically generate monthly reports, time keeping and incidence registers. The monthly reports from the clocking machine/attendance system shall be submitted to MAPSEZ as supporting documentation to invoices.
- 10.16 The Contractor shall ensure that the guarding of the premises is continuous and uninterrupted. To this end, the Contractor must ensure that no Security Officer is allowed to 'Desert or Abandon' his/her posts without being properly relieved by another Security Officer.
- 10.17 The Contractor shall supply Visitors Registers, Attendance Registers, After Hours Registers, Equipment Registers and Occurrence Books to be made available at all guard posts. The Contractor shall maintain and store all registers. (The registers remain the property of MAPSEZ.) All full registers must be returned to the Security Risk Inspector / manager of that particular site who will sign on the last page of the register as well as the first page of the new register to confirm that he has seen the registers.
- 10.18 The Contractor shall, provide MAPSEZ with one site manager who must meet the following requirements:
- a) Grade B PSIRA registered
 - b) Must be able to conduct investigations,
 - c) Must be able to proficiently communicate and write reports
 - d) Be provided with the necessary logistics to efficiently conduct his work

11. MINIMUM WAGES AND RETENTION STRATEGY

- 11.1 The successful contractor shall pay all his Security Officers in line with the minimum wages as laid down per statutory requirements. (Basic Conditions of Employment Act, No. 75 of 1997, Sectorial Determination 3: Private Security Industry Regulatory Authority: South Africa), as amended and increase will be determined according to the Sectorial Determination, determined and published with Private Security Industry Regulatory Authority.
- 11.2 On all the PSIRA increases due to the contractor, the relevant documents will be submitted to MAPSEZ Chief Financial Officer, and after verification, the increase will be authorized and sent to the relevant Unit for calculations and implementation. Apart from this, no other escalations or prices increases will be entertained.
- 11.3 The Contractor shall, before starting with the contract, provide detailed retention strategy covering how the contractor is going to ensure that security officers do not resign at a high rate.

12. CONTINGENCY PLAN

12.1 The Contractor shall, before starting with the contract, provide detailed contingency plans to cover the following scenarios:

- (a) Provision of additional Security Officers in the case of a strike by MAPSEZ personnel or local unrest.
- (b) Provision of additional Security in the case where MAPSEZ will be hosting events such as launching of new successful Investors/Factories, Exhibitions for investment promotion which includes local and foreign investors and dignitaries.
- (c) Provision of security services to MAPSEZ properties in the case of a strike by the Contractor's personnel.
- (d) Provision of additional Security personnel in the case of ad-hoc intensified security checks on personnel and/or vehicles. The security manager at the MAPSEZ will approve detailed contingency plan for each site. The contingency plan will give the number of additional personnel and equipment provided and will be kept by that Manager.

13. DOCUMENTS TO BE PROVIDED

13.1 The successful Tenderer shall provide the following information to the Manager of a particular MAPSEZ premises:

- 1 List of contact numbers (day and after-hours numbers)
- 2 List of Supervisors (day and after-hours numbers) who can authorize work to be rendered on the specific site.
- 3 List of Security Officers working on a particular site detailing:
 - Name and Surname
 - Company number (identification number) and Personal Identification number.
 - Private Security Industry Authority (PSIRA) registration number
 - Private Security Industry Authority (PSIRA) grading
 - The list must be updated whenever Security Officers', or Supervisors' details or contact numbers change

14. FIRE

If a fire is detected on MAPSEZ site or premise, then the Security Officers must immediately inform the nearest fire brigade. Thereafter the Security Officer must inform his immediate Supervisor, and the MAPSEZ Security Risk Manager. The incident must be recorded in the Occurrence Book.

With due regard to safety and where the fire appears to be extinguishable the Security Officer must attempt to extinguish it.

The Security Company shall provide a report of the fire to the Security Risk Manager of the MAPSEZ premises within 24 hours of the incident.

Agreed Emergency Contact numbers to be kept at the control room. The emergency contact numbers must be verified on a three-monthly basis.

The following telephone numbers must be kept prominently displayed at each site:

- I. Ambulance numbers
- II. Nearest South Africa Police Services station numbers
- III. Nearest Fire Brigade numbers
- IV. Security Risk Manager of the site contact numbers (day and night)
- V. Manager of the site, contact number (day and night)
- VI. Supervisor (from Security Company) contact number (day and night)
- VII. Any other emergency or contact number that may be deemed to be necessary

15. WARRANTIES

The Contractor warrants that the price offered to MAPSEZ is not less favorable than prices offered to other Contractor's clients of the contractor for similar services.

MAPSEZ reserves the right to negotiate the price before the award of tender or after the award of the tender.

16. PENALTIES

The successful bidder will be expected to adhere to the PSIRA and security industry code of conduct. Failure to do so will result in penalties which may include but may not limited to the below listed penalties. If the contractor fails to deliver the service as stipulated, then MAPSEZ shall at its discretion deduct the penalty in the amount detailed below and, in addition claim any damages suffered because of the breach.

Item	Breach	1 st Breach	2 nd Breach	3 rd Breach
1	Security Officer not posted	Penalty equal to cost of one twenty-four-hour shift plus written warning.	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus final written warning
2	Security Officer without basic equipment or with unserviceable equipment	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
3	Security Officer leaving his post before the arrival of the relief Security Officer	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
4	Failure to provide a register or Occurrence book at a particular site.	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
5	Failure to provide Security Officers with correct grades as per job description.	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
6	Failure to comply with the Job Description.	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning

7	Security Officer absent from post	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
8	Security Officer sleeping whilst on duty	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
9	Security Officer under influence of liquor or habit-forming drugs	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
10	Use of Security Officers not registered with PSIRA	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
11	Security Officer unable to produce a valid/current Security Officers Registration card.	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
12	Security Officer unable to produce a valid/current legible Company name tag.	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
13	Security Officer not in uniform or improperly dressed.	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning
14	Security Officer refusing to take lawful instruction, or unable to carry out lawful instruction, or negligent in carrying out lawful instruction.	Penalty equal to cost of one twenty-four-hour shift plus written warning	Penalty equal to cost of two twenty-four hour shifts plus a written warning	Penalty equal to cost of three twenty-four hour shifts plus a written warning

15	Relief Security Officer posted late.	Written warning.	Penalty equal to cost of one twenty-four-hour shift plus a written warning	Penalty equal to cost of two twenty-four hour shifts plus a final written warning
16	Failure to offer induction training to new security officers or officers posted to new sites	Written warning.	Penalty equal to cost of one twenty-four-hour shift plus a written warning	Penalty equal to cost of two twenty-four hour shifts plus a final written warning
17	Failure to timeously inform MAPSEZ Security department about changes in posting of security officers	Written warning.	Penalty equal to cost of one twenty-four-hour shift plus a written warning	Penalty equal to cost of two twenty-four hour shifts plus a final written warning

Table 3

NB: The penalties are per Security Officer or piece of equipment or per register and are cumulative.

17. SUPERVISION

Each guard-post or site shall be visited a minimum of four times per shift. These visits, including time of visit and name of supervisor undertaking the visit must be recorded in the Occurrence Book in red.

18. GUARD ROOM OR SHELTER

The successful service provider shall provide:

- Electrified guardhouses made from prefabricated material and must have ceilings, lights and chagrining points
- Electrical heaters, fans and kettles for use bly security officers at all times.
- MAPSEZ will provide ablution facilities for the Security Officers.

19. ARMED RESPONSE

The successful Bidder shall operate a control room operated 24 hours 7 days a week. The Control room must be backed by the onsite armed response (constituted by existing security guards) to raised alarms / panic buttons. The armed response should be able to reach any raised alarm at MAPSEZ site within fifteen minutes or sooner. Random testing will be conducted by MAPSEZ to test response time.

The supervisors shall be stationed at the control room that will be situated at the MAPSEZ head office. The Supervisors will operate form the control room and periodically leave the premises to conduct their site visits / patrols.

20. TIME FOR COMPLETION

This is a thirty-six months contract; subject to satisfactory performance by the successful bidder. However, during the first year, should the service provider not be performing according to expectation, the MAPSEZ reserves the right to terminate the contract within a one-month notice.

21. RECORDING OF INFORMATION

In addition to occurrence books and other registers the successful bidder will be required to keep records of all operational information in the format approved by the General Manager Security Risk Management. This information must be used to generate monthly reports.

22. MONTHLY MEETINGS

Once a month the Security Manager will convene a meeting attended by the Contractor and MAPSEZ Officials to discuss amongst others the Contractor's monthly report, performance and other relevant issues. Evidence from these meetings will form part of the portfolio of evidence to motivate extension of contract after the expiry of one year.

23. COST OF BIDDING PREPARATIONS

- a. The cost for preparing this bid will be for the bidder's account

SECTION A PART 2 – EVALUATION TERMS & CONDITIONS

EVALUATION PROCESS

MAPSEZ will establish a Bid Evaluation Committee (BEC) whose responsibility is to make recommendations to the Bid Adjudication Committee (BAC). Companies will be short listed in line with the criterion listed below. Visits may be undertaken to the short-listed companies before the companies are invited to make presentation to MAPSEZ BEC. The Bid Evaluation Committee will short list and evaluate the received bids in accordance with the criteria below and make recommendations to the BAC.

The bid will be evaluated based on price, functionality and preference in terms of the PPPFA and Preferential Procurement Regulations of 2017 as per the 80/20 points system.

In line with bid document; bidders are required to demonstrate their ability to do the work by citing previous assignments where they performed work of a similar nature. As a risk mitigating factor a service provider scoring functionality score of less than **80%** out 100 for functionality will be considered to be posing a quality risk to the company and will therefore be disqualified. Therefore, only bidders who meet the minimum required score/ threshold for functionality will be further evaluated on Price and Preference.

PHASE 1 PRE- COMPLIANCE EVALUATION

All bid responses that do not meet the administrative requirements will be disqualified and will not be considered for further evaluation on the Functional Requirements.

The Mandatory Administrative Requirements are stated below, bidders that meet all administrative requirements will proceed to the next stage. Only Companies who are registered with PSIRA, have a control room manned 24/7/365 a year with armed response and have adequate fleet requirements in line with the expected areas of operation will be considered.

Bidders will be eliminated for not complying with submitting returnable documents as stated below:

Documentation	Submitted (YES or NO)
1) A valid and original Tax Clearance Certificate /Valid Tax Pin Number	
2) Certified copy company registration of a valid active PSIRA	
3) Registered on the central supplier database	

4) Signed and completed Standard Bidding Documents (1 and 4)	
5) Proof of Company Registration	
6) Pricing schedule SBD 3.1, 3.2, or 3.3 (Whichever is applicable/ if applicable	
7) Preference Points Claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1.)	
8) A valid certified copy of the company registration documents issued by CIPC not older than three months	
9) A certified copy of director(s) ID copy no older than three months	
10) PRISA registered armed response	
11) Liability insurance	
12) Fire arm license	
13) Proof of ability to prove vehicles	

Points Awarded for Functionality

Points will be awarded to companies who in a presentation to MAPSEZ Bid Evaluation Committee demonstrates ability to fulfil MAPSEZ requirements in line with the following points:

CRITERION 1			Weight
RELEVANT COMPANY EXPERIENCE AND THREE REFERENCES			
No	Sub-criterion	Sub-weighting	
1	Submission of proof of relevant company experience: Five years > = 20points Four years = 15 points Three years = 10 points Two years = 5 points One year = 3 points <i>Notes: Only projects with a minimum duration of 12 months uninterrupted will be considered. Uninterrupted for risk mitigation. Bidders must attach appointment letters or purchase orders that are legible and have clear details of the work that was provided and the duration of the contract. Only projects going back as far as 2016 will be considered</i> Please see table on page 41 in this document to list proof of company experience	20	40
	Submission of references or completion certificates Five years > = 20 points Four years = 15 points Three years = 10 points Two years = 5 points One year = 3 points Please see table on page 41 in this document to list proof of company experience <i>Notes: Bidders must ensure that the submitted references are linked to the contactable and must include (name of previous client, contact person, designation of contact, contact number, contact email, contract value and contract period)</i>	20	
CRITERION 2			
FINANCIAL CAPABILITY			Weight
No	Sub-criterion	Sub-weighting	
2	3 years Audited Financial Statement from a Registered Accounting Officer	10	20
	Bank rating letter from financial institute reflecting bank rating 'A' rating = 10 points 'B' rating = 8 points 'C' rating = 5 points 'Less than C' rating = 2 points <i>Notes: Financial statements must be for the past three financial years</i>	10	

CRITERION 3			
LEAD PERSONNEL			Weight
No.	Sub-criterion	Sub-weighting	
1	Experience of Team Leader (Portfolio Manager) 6 to 10 years' experience in supervisory / management role = 10 points 1 to 5 years' experience supervisory role / management role = 5 points <i>Notes: Submit curriculum vitae (not longer than 2 pages) to demonstrate the projects where this experience was obtained. The team leader is required to have a grade A/B PSIRA certificate, a copy of this certificate must be attached. Years of experience will be counted from the time team leader was at Senior Security / Supervisor.</i>	10	20
	Experience of nominated Supervisors (one supervisor for each shift) 5 years and more experience in supervisory role = 5 points 4 years and less experience in supervisory role = 2 points <i>Notes: Submit curriculum vitae (not longer than 2 pages) to demonstrate the projects where this experience was obtained. The team leader is required to have a grade A/B PSIRA certificate, a copy of this certificate must be attached</i>	10	
CRITERION 4			
LOCALITY			Weight
No.	Sub-criterion	Sub-weighting	
1	Bidder head office / branch located in the Maluti-a-Phofung Region – 10 points	10	10
	Bidder head office / branch located in the Thabo Mofutsanyana Office – 8 points		
	Bidder head office / branch located in the Free State (other than the MAP or TM Regions) – 5 points		
	Bidder head office / branch located anywhere else in SA – 3 points		
	<i>Notes: Bidders must submit proof of address in the Company's Name or Lease Agreements as proof of office premises. Lease agreement must not be less than 3 weeks. MAPSEZ reserve the right to request the proof of lease payment from service provider. MAPSEZ will conduct site visits to verify the head office of shortlisted bidders. Offices must have clear and legible branding, visible security equipment such as CCTV cameras or control room and storage facilities / safe area for firearms. Any misrepresentation of office premises by bidders will lead to bidder disqualification and will be reported to the National Department of Treasury on the list of restricted bidders.</i>		
CRITERION 5			
CONTINGENCY PLAN			Weight
No.	Sub-criterion	Sub-weighting	
1	Does the company have a documented and tested industrial unrest/labor unrest contingency plan? To ensure that the company will be able to render a continued security service during industrial action/labor unrest. <i>Notes: Points will be scored from 1 to 10 based on the completeness of the contingency plan.</i>	10	10

Bidders scoring a minimum of 70 points out of 100 for functionality scoring will be eligible to be evaluated on price and preference (specific goals).

Price and Preference

Preference / Specific Goals

The specific goals allocated points in terms of this tender	Required Proof	No. of points allocated (80/20 system)	No. of points claimed (80/20 system)	Proof provided
Small Medium and Micro Enterprises (SMMEs);	BBBEE Certificate / Affidavit	10		
Enterprise owned by historically disadvantaged person(s): <i>Women (one; more or all directors); AND/OR Black African (one; more or all directors); AND/OR Persons with disability (one; more or all directors)</i>	Directors IDs; Company Profile; Proof of disability; CIPC Registration Documents	5		
Youth owned enterprises (one; more or all directors)	Directors IDs; Company Profile; CIPC Registration Documents	5		

**SECTION A PART 3:
GENERAL TERMS AND CONDITIONS**

TERMS OF REFERENCE COMPILATION, AMENDMENT AND CONFIDENTIALITY

The MAPSEZ reserves the right to amend, modify or withdraw these Terms of Reference (ToR) if deemed necessary. If amendments are made, the amendments will be sent to each Bidder in writing. No oral amendments will be considered.

These ToR's have been compiled by the MAPSEZ and are being made available to all interested Bidders. Bidders submitting a tender in response to this invitation will be deemed to do so on the basis that they acknowledge and accept the terms as set out below.

ADDITIONAL INFORMATION REQUIREMENTS

The MAPSEZ reserves the right to call for supporting documentation, clarification or additional information in order to confirm any information provided by a Bidder in its Bid.

FRAUD AND CORRUPTION

All service providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and any other Act Applicable

No bidding entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFQ, failure to comply with its requirements will result in disqualification of the relevant bidding entity.

BID VALIDITY

The Bid should be valid for a period of 120 days after the closing date.

In exceptional circumstances, prior to the expiration of the tender validity period, the MAPSEZ may request in writing for bidders to extend the validity of their bids.

BID ACCURACY AND HOLDING

The MAPSEZ and its advisors may rely on a Bid as being accurate and comprehensive in relation to the information and proposals provided therein by the Bidders.

All Bids submitted to the MAPSEZ in relation to this RFB will become the property of the MAPSEZ and will as such not be returned to the Bidder unless if received after the closing date and time. The MAPSEZ will make all reasonable efforts to maintain Bids in confidence.

SUPPLIER REPRESENTATIVE

The duly authorized representative of the bidding entity must sign the Bid document.

RFQ REJECTION

Bids from persons whose tax affairs are not in order or those owing the MAPSEZ or its parent company the FDC for more than 90 days without acceptable official arrangements, will not be considered for the commissioning of the services.

MAPSEZ shall reject an RFQ if the recommended supplier has committed a proven corrupt or fraudulent act in competing for the particular contract or have failed to perform on any previous contract and proof exists.

MAPSEZ has the right to accept any bid in whole or in part.

VETTING OF RESPONDENTS

MAPSEZ reserves the right to vet applicants and to accept any quotation in whole or in part.

TERMINATION OF BIDDING PROCESS

If MAPSEZ terminates the bidding process;

- a) It may; negotiate with any one or more of the bidders or any other person for the supply of all or any of the services,

- b) Call for new RFQs,
Engage in any other selection process for the supply of services, add to, alter or delete any services.

REQUEST FOR CLARIFICATION

Should bidders find any inconsistency, error or have any doubt as to the meaning or completeness of this RFQ or require clarification on any aspect of it, they should notify the MAPSEZ in writing via the provided email addresses not less than 2 days before the closing date.

MAPSEZ may issue an Addendum to all Bidders clarifying the discrepancy, error, doubt or query (as the case may be) and may extend the Closing Date if appropriate in all the circumstances.

BIDDING COSTS

The Bidder will bear all costs and expenses associated with the preparation and submission of a proposal in relation to this invitation. Neither the MAPSEZ or any of its respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated in preparing or submitting a Bid in response to this invitation.

FORMAT OF SUBMITTED BIDS

Respondents must complete all necessary documents and undertakings in this document. Respondents are advised that their bids should be concise, written in plain English and simply presented. Respondents are to set their proposal in the format prescribed in Section B below

SUBMISSION OF BIDS

The Bidder shall submit a duly signed and complete Quote comprising the documents and forms in accordance with the requirements and manner in section B of this document.

The Quote shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a resolution (see section B) or document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.

Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the Bidder fully accepts the MAPSEZ's General Contract Terms and Conditions.

- a) The signed bid shall bear the number and description of the bid
- b) It shall bear the name and address of the bidder
- c) Shall be addressed to the MAPSEZ
- d) Shall bear a warning that states "not to be opened before the time and date for bid opening as specified in the terms of reference"

Should the bidder submit an original copy and the envelope and packages are not sealed and marked as required, MASPEZ shall assume no responsibility for the misplacement, loss or premature opening of the bid.

If the bidder intends to courier the document, it is the responsibility of the bidder to ensure that their couriers deposit the document in the correct bid box.

SECTION B: RETURNABLE DOCUMENTS	
PART 1	RETURNABLE DOCUMENTS

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners
of: _____

(Legally correct full name and registration number, if applicable of the Enterprise)

Held at: _____ *(place)*

On: _____ *(place)*

RESOLVED that:

(1) The Enterprise submits a Bid to the Maluti-a-Phofung Special Economic Zone, Free State Province in the respect of the following project:

(Project description as per the Bid document)

Bid No: _____ *(Bid number as per the Bid document)*

(2) *Mr. / Mrs. / Ms. _____ in *his / her Capacity as _____
and who

will sign as follows: _____ be, and is hereby, authorized to sign the Bid, and any and all other documents and or / correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprise mentioned above.

No	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			

Notes:

**Delete which is not applicable*

NB. These resolutions must be signed by all the Directors / Members / Partners of the Tendering Enterprise.

ENTERPRISE STAMP

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

(1) RESOLUTION of a meeting of the Board of
 *Directors/Members/Partners of: _____

(Legally correct full name and registration number, if applicable of the Enterprise)

held at: _____ on:

RESOLVED that: The Enterprise submits a Bid, in consortium, joint venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises form the consortium / joint venture)

to the Maluti-a-Phofung Special Economic Zone in respect of the following project:

(Project description as per the Bid document)

Bid Number: _____ *(Bid number as per the Bid Document)*

*Mr./Mrs./Ms. _____

in *his/her Capacity as: _____ *(position in the company)* and who will sign as follows:

_____ be, and is hereby authorized to sign a consortium / joint venture agreement

with the parties listed hereunder under item 1 above, and any and all other documents and/or correspondence in

Connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

The Enterprise accepts join and several liability with the parties listed under item 1 above for the due fulfillment of the

Obligations of the joint venture deriving from, and in anyway connected with, the Contract to be entered into with the MAPSEZ in respect of the projected described under item 1 above.

The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the MAPSEZ in respect of the project under Item 1 above:

Physical address:

Postal address:

Telephone No.:

--

RECORD OF ADDENDA

We confirm that the following communications received from the Employer before the submission of this bid offer, amending the quotation documents, have been taken into account in this quotation offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
Signed		Date
Name		Position
Tenderer Name:		

Attach additional pages if more space is required

SBD 1: INVITATION TO BID					
YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE MALUTI-A-PHOFUNG SPECIAL ECONOMIC ZONE					
QUOTE NO.	MAPSEZ T 004/2023	CLOSING DATE:	12 April 2024	CLOSING TIME:	11:00
QUOTE DESCR.:	APPOINTMENT OF SUITABLY QUALIFIED, REGISTERED SECURITY COMPANY TO PROVIDE SECURITY SERVICES TO THE MALUTI-A-PHOFUNG SPECIAL ECONOMIC ZONE FOR A PERIOD (03) THREE YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: C/O Amanda De Lange Str. Tshiame Harrismith 9880					
ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)					
THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT					
SUPPLIER INFROMATION					
THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)					
NAME OF BIDDER:					
POSTAL ADDRESS:					
STREET ADDRESS:					
TELEPHONE NUMBER:	CODE:		NUMBER:		
CELLPHONE NUMBER:					
FACSIMILE NUMBER:	CODE:		NUMBER:		
EMAIL ADDRESS:					
VAT REGISTRATION NUMBER:					
CSD REGISTRATION NUMBER:					
HAS A VAILID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)	<input type="checkbox"/> Yes <input type="checkbox"/> No				
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO HAS ISSUED THE CERTIFICATE?					
AN ACCOUNTING OFFICER AS	<input type="checkbox"/>	AN ACCOUTNING OFFICER AS CONTEMPLATED IN THE CLSOE CORPORATION ACT (CCA)			

CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR: NAME:	
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE			
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 B3 BELOW]
SIGNATURE OF BIDDER:		DATE:	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL BID PRICE	R		
BID PRICE IN WORDS		
		
(VAT INCLUSIVE)		
ENQUIRIES BIDDING PROCEDURE ENQUIRIES	Contact Person: Thapelo Molo Tel No.: 058 635 1120 Email: thapelom@mapsez.co.za		
TECHNICAL ENQUIRIES	Contact Person: Vusi Nyathi / Thobani Guma Tel No: 060 637 6909 / 073 498 8311 / 0606376909 Email: civilmapsez@gmail.com / vusmuzi@mapsez.co.za / thobaniguma@gmail.com / thobane@mapsez.co.za /		

SBD 3.1. PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder: _____	Bid Number: _____
Closing Time 11:00	Closing Date: 12 April 2024

OFFER TO BE VALID FOR 30 DAYS FROM THE CLOSING DATE OF BID.

No.	Location	No. of Guards	Grade	Armed / Unarmed	Shift	Unit Price Per Guard Per Month	Two Guards Per Month
Main Gates					Day Shift	Pricing	
ITEM	LOCATION	No of guards	GRADE	ARMED/UNARMED	SHIFT	UNIT PRICE PER GUARD PER MONTH	TWO GUARDS PER MONTH
	Main Gates				Day Shift		
1	Gate 1	Two	C	Unarmed	Day	R	R
2	Gate 2	Two	C	Unarmed	Day	R	R
3	Gate 3	Two	C	Unarmed	Day	R	R
	Small Gates						
6	Factory 18	One	C	Unarmed	Day	R	R
7	Green land	One	C	Unarmed	Day	R	R
8	Police station	one	C	Unarmed	Day	R	R
	Area B (MM Factory)	One	C	Unarmed	Day	R	R
	Farm house	One	C	Unarmed	Day	R	R
	Switching Stations						
9	Green land	One	C	Armed	Day	R	R
10	1C	One	C	Armed	Day	R	R
11	2N	One	C	Armed	Day	R	R

12	1A	One	C	Armed	Day	R	R
	Other areas						
13	MAPSEZ Office	One	C	Armed	Day	R	R
	Main Gates				Night Shift		
14	Gate 1	Two	C	Unarmed	Night	R	R
15	Gate 2	Two	C	Unarmed	Night	R	R
16	Gate 3	Two	C	Unarmed	Night	R	R
	Small Gates						
17	Green land	One	C	Armed	Night	R	R
18	Factory 18	One	C	Unarmed	Night	R	R
19	Police station	One	C	Unarmed	Night	R	R
	Area B (MM Factory)	One	C	Unarmed	Day	R	R
	Farm house	One	C	Unarmed	Day	R	R
	Switching Stations						
20	Green land	Two	C	Armed	Night	R	R
21	1C	Two	C	Armed	Night	R	R
22	1A	Two	C	Armed	Night	R	R
23	2N	Two	C	Armed	Night	R	R
	Other areas						
24	MAPSEZ Office	Two	C	Armed	Night	R	R
	TOTAL PERSONELS	37				Total Amount for Personnel	R
	PATROLLING AREA	VEHICLE TYPE	GRADE	ARMED/UNARMED	SHIFT	UNIT PRICE	TOTAL PRICE
25	Precinct 1 & 2 - 1 Vehicle	Sedan/Bakkie	C	Armed	Day & Night	R	R
26	Precinct 3 & 4 - 1 Vehicle	Sedan/Bakkie	C	Armed	Day & Night	R	R
27	Precinct 1 & 2 - 1 Quad bike	Quad Bike	C	Armed	Day & Night	R	R
28	Precinct 1 & 2 - 1 Vehicle	Sedan/Bakkie	C	Armed	Day & Night	R	R
						Vehicles Total amount	R

	SUB-TOTAL						R
	VAT					15%	R
	TOTAL PER MONTH						R
	TOTAL PER YEAR					12	R
	TOTAL IN TWO YEARS					2	R
	TOTAL IN THREE YEARS					3	R

BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

Required by:

Maluti-a-Phofung SEZ

At:

C/o Amanda De Lange Street, Tshiame, Harrismith 9880

Country of origin

Brand and model

Does the offer comply with the specification(s)?

If not to specification, indicate deviation(s)

Period required for delivery

Delivery basis

*Delivery: Firm/not firm

SBD 4: 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.

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

Full Name	Identity Number	Name of State institution

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

2.3.1. If so, furnish particulars:

.....

1.1. 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:

.....

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:

- 1.2. I have read and I understand the contents of this disclosure;
- 1.3. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 1.4. 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.
- 1.5. 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.
- 1.6. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

- 1.7. 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.
- 1.8. 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

SBD 6.1
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The applicable preference point system for this quotation is the **80/20** preference point system.
- 1.3. Points for this quotation (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals
- 1.4. The maximum points for this tender are allocated as follows:

	POINTS
Price	80
Specific goals	20
Total Points for Price and Specific Goals	100

- 1.2 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.3 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating

- contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & or & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Required Proof	No. of points allocated (80/20 system)	No. of points claimed (90/10 system)	Proof provided
Small Medium and Micro Enterprises (SMMEs);	Audited AFS or AFS certified by an independent reviewer	10		
Enterprise owned by historically disadvantaged person(s): <i>Women (one; more or all directors); AND/OR Black African (one; more or all directors); AND/OR Persons with disability (one; more or all directors)</i>	Directors IDs; Company Profile; Proof of disability; CIPC Registration Documents	5		
Youth owned enterprises (one; more or all directors)	Directors IDs; Company Profile; CIPC Registration Documents	5		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule

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

BIDDER INFORMATION AND BIDDING STRUCTURE			
INDIVIDUAL BIDDER			
Company Name			
Company Reg No:		CSD #	MAAA
Email Adr.			
No. of Directors		Contact Person:	
Tel No & Cell No		Cell:	
Directors Names & % of share of company ownership	1.		6.
	2.		7.
	3.		8.
	4.		9.
	5.		10.
IF JV or Consortium, indicate the following for each partner:			
	PARTNER 1		PARTNER 2
Company Name:			
CSD #			
CSD #			
Tel No			
Cell No			
Email Adr.:			
Scope of work & the value as a % of the total value of the contract			
Names of Directors:			
% Share of ownership in company:			
	PARTNER 3		PARTNER 4
Company Name:			
Company Reg No:			
Vat Reg No:			
Tel No & Cell No			
Email Adr.:			
Physical Adr:			
Scope of work & the value as a % of the total value of the contract			

Names of Directors:		
% Share of ownership in company:		

TESTIMONIALS/REFERENCES (WHERE RELEVANT) – PART 6

Bidders are to complete the table here under to detail their experience. Together with completing the table they are to attach references/testimonials here under to support their quotes.

1 – Previous experience

TESTIMONIALS/FUNCTIONALITY EVIDENCE FORMS – PART 6

Tenderers are encouraged to complete the forms in this section in addition to submitting supporting documents for functionality scoring. The purpose of these forms is to chart out the history, experience and team composition of the tenderer.

RELEVANT PREVIOUS EXPERIENCE (PAST PERFORMANCE)

PROJECT NAME	CLIENT REFERENCE & CONTACT DETAILS	ORDER / APPOINTMENT LETTER DATE	CONTRACT VALUE & PERIOD	TYPE OF ACTIVITIES UNDERTAKEN
			R	
			R	
			R	
			R	
			R	
			R	

SUBMISSION OF CONTACTABLE REFERENCES – PART 6

COMPANY NAME	DESCRIPTION OF WORK UNDERTAKEN (CONTRACT TYPE)	CONTRACT DURATION	CONTACT PERSON A
		Start date: _____ Finish date: _____	Name: _____ Contact: _____
		Start date: _____ Finish date: _____	Name: _____ Contact: _____
		Start date: _____ Finish date: _____	Name: _____ Contact: _____
		Start date: _____ Finish date: _____	Name: _____ Contact: _____
		Start date: _____ Finish date: _____	Name: _____ Contact: _____

AUDITED FINANCIAL STATEMENTS AND BANK RATING CERTIFICATE / LETTER – PART 7

Here under bidders must append proof their three years financial statements and their bank rating certificate to claim functionality points under this point

CV TEMPLATE(S)/CVs OF PROPOSED PERSONNEL – PART 8

TEAM LEADER

Name

Nationality

Language proficiency

Education / qualifications

PSIRA Registration

Employment record / experience

References

SUPERVISOR SHIFT 1

Name

Nationality

Language proficiency

Education / qualifications

PSIRA Registration

Employment record / experience

References

CV TEMPLATE(S)/CVs OF PROPOSED PERSONNEL-PART 8

SUPERVISOR SHIFT 2

Name	
Nationality	
Language proficiency	
Education / qualifications	
PSIRA Registration	
Employment record / experience	
References	

PROOF OF REGISTRATION WITH RELEVANT PROFESSIONAL BODY – PART 9

Here under bidders must append proof of their registration with the professional body, regulating their profession e.g., PSIRA for security service providers, CIDB for construction professionals.

PROFESSIONAL BODY NAME:

REGISTRATION NUMBER:

IS YOUR REGISTRATION CURRENTLY ACTIVE?

YES NO

COMMENT _____

BBBEE CERTIFICATE/AFFIDAVIT – PART 11

