

**PROVINCE OF
THE EASTERN CAPE**



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THE EASTERN CAPE**

DEPARTMENT OF EDUCATION

CONTRACT NO: SCMU6-23/24-0006

STANDARD BIDDING DOCUMENT: APPOINTMENT OF SERVICE PROVIDERS TO BE INCLUDED IN THE POOL OF SERVICE PROVIDERS DATABASE FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF ELECTRONIC SECURITY, EMERGENCY NOTIFICATION AND POWER BACKUP SYSTEMS AS PART OF FUTURE PROPOSAL ON AN "AS AND WHEN REREQUIRED" BASIS FOR A PERIOD OF THIRTY SIX (36) MONTHS WITH THE OPTION TO EXTEND FOR A PERIOD OF NOT MORE THAN TWENTY-FOUR (24) MONTHS.

Issued by:

Province of the Eastern Cape

a
Department of Education
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Contact Person: Mr. P.Nxozana

Name of Bidder: _____

Closing Date: 07 MARCH 2024

**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: SCMU6-23/24-0006
Closing Time 11:00	Closing date: 07 MARCH 2024

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

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- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/not firm

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

***Delete if not applicable**

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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 bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - 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.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 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

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, 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

2.9.1 If so, furnish particulars.
.....

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to



mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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:

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women participation	2	4		
Persons with disabilities	1	2		
Promotion of youth	2	4		
Enterprises located in the Eastern Cape Province	4	8		
Ownership by Military Veterans	1	2		

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 has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)
34.	Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping
and countervailing
duties and rights**

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

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



Province of the
EASTERN CAPE
EDUCATION

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EXPRESSION OF INTEREST (EOI)

CALL FOR EXPRESSION OF INTEREST			
APPOINTMENT OF SERVICE PROVIDERS TO BE INCLUDED IN THE ECDOE POOL OF SERVICE PROVIDERS (DATABASE) FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF ELECTRONIC SECURITY, EMERGENCY NOTIFICATION AND POWER BACKUP SYSTEMS AS PART OF FUTURE PROPOSALS ON AN "AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS WITH THE OPTION TO EXTEND FOR A PERIOD NOT MORE THAN TWENTY FOUR (24) MONTHS.			
DOCUMENT NUMBER:	SCMU6-23/24-0006		
PUBLISH DATE:	09 FEBRUARY 2024		
CLOSING DATE AND TIME	07 MARCH 2024 AT 11H00		
PERIOD:	120 DAYS		
BRIEFING SESSION:	N/A		
RESPONSES TO THIS MUST BE FORWARDED TO:	BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT THE RECEPTION AREA OF THE EASTERN CAPE DEPARTMENT OF EDUCATION HEAD OFFICE, BASED IN STEVE TSHWETE COMPLEX, ZONE 6, ZWELITSHA, 5608		
ENQUIRIES:	<table border="0"> <tr> <td>Regarding SCM Processes: Mr P. Nxozana 040 608 4524 pakamile.nxozana@ecdoe.gov.za</td> <td>Regarding Technical Specification: Mr L. Matshoba 040 608 4263 liyanda.matshoba@ecdoe.gov.za</td> </tr> </table>	Regarding SCM Processes: Mr P. Nxozana 040 608 4524 pakamile.nxozana@ecdoe.gov.za	Regarding Technical Specification: Mr L. Matshoba 040 608 4263 liyanda.matshoba@ecdoe.gov.za
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ATTENTION TO BIDDERS:	IF THE BID IS LATE, IT WILL NOT BE TAKEN FOR CONSIDERATION THE EASTERN CAPE DEPARTMENT OF EDUCATION TENDER BOX IS ACCESSIBLE, MODAY TO FRIDAY, FROM 8:00 TO 16:00. BIDDERS MUST ADVISE THEIR COURIERS OF THE INSTRUCTION ABOVE TO AVOID MISPLACEMENT OR LOSS OF BID RESPONSE. NO BID WILL BE CONSIDERED AFTER THE CLOSING TIME AND THE DATE OF THIS BID WHICH IS INDICATED IN PREVIOUS ROW HEREIN ABOVE		

TABLE OF CONTENTS

SECTION A

1. INVITATION TO BID..... 3
2. TERMS AND CONDITION FOR BIDDING..... 4

SECTION B - TERMS OF REFERENCE

3. INTRODUCTION..... 6
4. BACKGROUND..... 6
5. NOTICE AND INVITATION FOR EXPRESSION OF INTEREST..... 7
6. OVERALL OBJECTIVES..... 7
7. SCOPE OF SERVICES 7
8. QUALITY OF SERVICE..... 8
9. RESPONSIBILITIES OF THE SERVICE PROVIDER..... 8
10. TERMS AND CONDITIONS..... 9
11. EVALUATION PROCESS AND (EOI) UTILIZATION GUIDELINES..... 9
12. EVALUATION PROCESS.....10
13. ANNEXURE.....12

**SECTION A
INVITATION TO BID - PART A**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU6-23/24-0006	CLOSING DATE:	07 MARCH 2024	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS TO BE INCLUDED IN THE ECDOE POOL OF SERVICE PROVIDERS (DATABASE) FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF ELECTRONIC SECURITY, EMERGENCY NOTIFICATION AND POWER BACKUP SYSTEMS AS PART OF FUTURE PROPOSALS ON AN "AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF THIRTY SIX (36) MONTHS WITH THE OPTION TO EXTEND FOR A PERIOD NOT MORE THAN TWENTY FOUR (24) MONTHS..				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE EASTERN CAPE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE COMPLEX, ZONE 6,					
ZWELITSHA,					
5608					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr P. Nxozana		CONTACT PERSON	Mr L. Matshoba	
TELEPHONE NUMBER	040 608 4524		TELEPHONE NUMBER	040 608 4263	
FACSIMILE NUMBER	040 608 4663		FACSIMILE NUMBER		
E-MAIL ADDRESS	pakamile.nxozana@ecdoe.gov.za		E-MAIL ADDRESS	Liyanda.matshoba@ecdoe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[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 THE QUESTIONNAIRE BELOW]
---	--	--	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> NO	<input type="checkbox"/> YES
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:.....

SECTION B

TERMS OF REFERENCE:

APPOINTMENT OF SERVICE PROVIDERS TO BE INCLUDED IN THE ECDOE POOL OF SERVICE PROVIDERS (DATABASE) FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF ELECTRONIC SECURITY, EMERGENCY NOTIFICATION AND POWER BACKUP SYSTEMS AS PART OF FUTURE PROPOSALS ON AN “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF THIRTY SIX (36) MONTHS WITH THE OPTION TO EXTEND FOR A PERIOD NOT MORE THAN TWENTY FOUR (24) MONTHS.

1. INTRODUCTION

Education is one of the most important building blocks on which an equitable, inclusive and developmental society is built. This Vision is achieved through three layers or spheres of Provincial Education Department (PED) i.e. Provincial Education Head Office, District Offices and Schools.

In order to achieve the best educational outcomes certain preconditions, need to exist. One of these preconditions is to ensure: 1) safety and security of officials in these layers; 2) learners and educators feel safe in schools and on the way to and from schools; 3) Property, Equipment, Government vehicles, Access to department Information is secured.

Safety and Security of the above should be prioritized as it has become an underlying element of operations for all organizations. In South Africa as in many other countries, schools are characterized by violence and many other safety challenges. Safety in schools has also been made explicit in the National Development Plan as well as the South African Government’s Vision for 2030.

An expression of interest (EOI) is therefore invited from interested and accredited service providers in order to establish a pool of suitable, pre-qualified suppliers for the design, provision, installation, and maintenance of Surveillance, Access Control, Power backup, Intruder and Emergency Notification systems as part of future proposals on an “as and when required” basis for a period of thirty six (36) months with the option to extend it for a period not more than twenty four (24) months.

2. BACKGROUND

The Eastern Cape Department of Education referred to as ECDOE comprises of Provincial Head Office, 12-District offices, Circuit Management Centres (CMCs) under each district office and a number of Schools under each CMC.

Safety and security of personnel, equipment, property, information has become an underlying element of all operations for all organizations and as such security initiatives must form part of all planning and programming processes.

Theft, break-ins, gangsterism and school vandalism continue to be a major challenge in the ECDOE service sites. These incidents mostly occur both in offices and schools during December holidays, and the following items are mostly targeted: ICT equipment, government vehicles, vehicle tyres, copper pipes, electric cables, School nutrition food, door locks and toilet seats.

A recent security audits performed by both South African Police Services (SAPS) and State Security Agency (SSA) had identified major non-compliance aspects with Minimum Physical Security Standards (MPSS) and Minimum Information Security Standards (MISS).

The following non-compliance aspects were identified:

- Access control and Video monitoring system are only installed at head office and are partially operational, this includes server room.
- Perimeter lighting – security lights should be installed (Regular maintenance and inspections must be maintained)
- Doors and frames - All sensitive areas should be fitted with burglar proofing.
- No Safe rooms/storage for sensitive documents/dangerous/ prohibited items.
- Only Head office is provided with Security control room – Every departmental site should have satellite security control room that is linked to one main control room.
- Emergency power alternatives and contingency plan are not in place.

3. NOTICE AND INVITATION FOR EXPRESSION OF INTEREST

Expressions of interest are therefore hereby invited from suitably qualified service providers for services required in the design, provision, installation and maintenance of Electronic Security, Emergency notifications and Power backup Systems as part of future proposals on an “as and when required” basis for a period of thirty-six (36) months with the option to extend it for a period not more than twenty-four (24) months.

4. OVERALL OBJECTIVES

- 4.1 To establish a pool of Original Equipment Manufacturer (OEM) accredited and registered suppliers for the design and provision of electronic security systems.
- 4.2 To ensure that quality work is done at an acceptable market related rate and to ensure competitive cost efficiency and value for money.
- 4.3 To ensure incidents of theft and vandalism especially schools in hotspot areas which results in unsuitable teaching and learning is minimised.
- 4.4 To also ensure that only authorized personnel have access to sensitive areas of our premises.
- 4.5 To ensure safety of employees, teachers, learners and assets of the department.
- 4.6 Ensures every incident of security breach is recorded utilizing the systems and used as evidence in the court of law.

5. SCOPE OF SERVICE

The service providers will provide electronic security systems that encompasses the following sub-systems:

- 5.1 Assess, provide advice and recommendations for the installation of the Surveillance , Access Control, power backup, Intruder and Emergency Notification Systems.
- 5.2 Supply and Installation of Surveillance, Access Control, Power backup, Intruder and Emergency Notification Systems:
 - The system will be installed according to the appropriate manufacturer and agreed specifications (OEM).
- 5.3 Integrating the newly installed units with existing system.
- 5.4 Provision of the Security Control Room with necessary equipment.
- 5.5 Commissioning of the new installations.
- 5.6 Provide training to internal staff and security personnel and the training should achieve the following objectives to the learners:
 - Demonstrate an understanding of the basic theory of systems.

- Explain the functionality of the components of a system.
- Explain the ethics and legal aspects pertaining to system installations.

5.7 Maintenance Services.

6. QUALITY OF SERVICE

6.1 Quality Standards

- The delivery of services to ECDOE Will be carried out with best quality and to a high class of workmanship
- Biometric Security Access Control and CCTV System products used at ECDOE should be accredited with OEM, In the event where ECDOE elects to accept an alternative product purported to be equal/similar by the tenderer, acceptance of the product(s) will be conditional on ECDOE's inspection and testing after receipt.
- If, in the sole judgment of ECDOE, the product is determined not to be equal/similar, the item will be collected by the service provider and a correct item need to be delivered
- All work will be carried out in accordance with prevailing industry norms and best practices.
- The Contractor will maintain good housekeeping standards in the area where it is working for the duration of the contract.

6.2 Quality Tests

- ECDOE may from time to time test the quality of the products and services, non-compliance may result in the termination of the contract.

7. RESPONSIBILITIES OF THE SERVICE PROVIDER

7.1 The Contractor will:

- 7.1.1 Be fully responsible for meeting all requirements in this document regarding the Works.
- 7.1.2 Ensure that all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement will apply.
- 7.1.3 Conduct any other reasonable works required to successfully deliver the services to the Employer on time, on budget, at the accepted quality.
- 7.1.4 Conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.
- 7.1.5 Be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.

8 TERMS AND CONDITIONS

- 8.1 Bidders must be registered on the National Treasury Centralized Supply Database (CSD) and provide a summary report to validate the information from CSD.
- 8.2 Proof of Valid Tax Clearance Certificate. Each party to a Consortium/ Joint Venture/ Sub-Contractor must provide a separate Valid Tax Clearance Certificate.

- 8.3 Provide proof of registration with PSIRA and a letter of Good Standing. Each party to a Consortium/ Joint Venture will provide a separate PSIRA certificate.
- 8.4 Proof of registration with South African Intruder Detection Services Association (SAIDSA). Each party to a Consortium/ Joint Venture will provide a separate SAIDSA certificate.
- 8.5 Proof of registration to the Engineering Council of South Africa (ECSA). Each party to a Consortium/ Joint Venture will provide a separate ECSA certificate.
- 8.6 Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.
- 8.7 The bidder must submit a proof of financial capacity from an accredited financial institution.
- 8.8 Proof of ability to work on Wireless Network and Technology associated.
- 8.9 Proof of Public Liability Insurance upon award of the contract. (Minimum R5 000 000.00)
- 8.10 Successful applicants will be required to enter into service level agreements with the ECDOE in addition to contractual obligations.
- 8.11 The ECDOE must as part of its due diligence, conduct inspections to confirm premises/site(s), head office, control rooms and all technical requirements which forms part of this bid at the premises of the bidders(s) which have been awarded the contract.
- 8.12 The Department reserves the right to conduct screening of all successful bidders in line with the State Security Agency Vetting Strategy.
- 8.13 If key personnel leaves the firm, a person with similar qualifications should replace him/her and the department should be notified.

9. EVALUATION PROCESS AND (EOI) UTILIZATION GUIDELINES

- 9.1 The EOI proposal evaluation process will include only the **functionality/technical evaluation**. No price evaluation will be done at this stage. To be appointed as part of the pool, the service provider will meet the **minimum threshold for functionality** and must meet the **pre-qualification requirements**.
- 9.2 If all the required criteria are met, including the supply of all necessary documentary proof, the ECDOE reserves the right to undertake an onsite assessment before a service provider is added to the pre-qualified pool of service providers/suppliers associated with this EOI.
- 9.3 The ECDOE will then inform all applicants that successfully meet the required criteria that they will be included in the pool (database) of service providers/suppliers associated with this expression of interest.
- 9.4 Once the pre-qualified database of service providers/suppliers is established, suppliers will be approached for quotations on specific requirements on an **“as and when required”** basis.
- 9.5 The necessary documentation (which may include specifications, design packs, acceptance criteria, timelines and other critical information required) will only be provided by the ECDOE per requirement, so that the relevant pre-qualified service providers/suppliers are able to develop quotations/proposals for consideration by the ECDOE. Subsequently, the ECDOE may consider awarding work (via a contract or purchase order) to pre-qualified service providers/suppliers whose proposal is determined to be the most advantageous to the ECDOE.
- 9.6 Should the successful bidders not be in a position to provide ECDOE with the required services via the RFQ process, the ECDOE then reserves the right to contact other service providers through a separate RFQ process.

10. EVALUATION PROCESS

The ECDOE will base the EOI evaluation on **Functional requirements** and no price evaluation will take place at this stage. To be included in the ECDOE pool of Service Providers, Service Providers should meet the pre-qualification and functionality requirements.

10.1 Bid Response Evaluation

The evaluation of responsive Bids will follow a two-stage process as follows:

10.2 First Stage: Mandatory Requirements (Failure to meet all the below requirements will result to automatic disqualification:)

No	Requirement	Comply	Do not comply
1.	Bidders must be registered on the National Treasury Centralized Supply Database (CSD) and provide a summary report to validate the information from CSD.		
2.	Bid proposers must complete and sign all the attached standard bidding documents (SBD1, SBD4, SBD6.1)		
3.	Proof of Valid Tax Clearance Certificate. Each to a Consortium/ Joint Venture/ Sub-Contractor must provide a separate Valid Tax Clearance Certificate		
4.	Provide proof of registration with PSIRA and a letter of Good Standing: Company & Directors PSIRA Certifications. Each party to a Consortium/ Joint Venture will provide a separate PSIRA certificate.		
5.	Proof of registration with South African Intruder Detection Services Association (SAIDSA). Each party to a Consortium/ Joint Venture will provide a separate SAIDSA certificate.		
8.	Certificate/letter from the manufacturer of the system (OEM) indicating that the supplier is the certified reseller of the system.		

Bidders who fail to meet all the mandatory requirements stipulated above will be disqualified and will not be evaluated further.

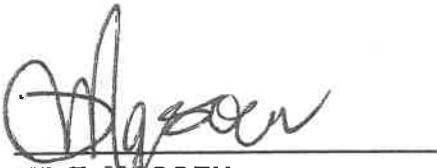
10.3 Second Stage: Functionality/Technical Evaluation

- During this stage Bid response documentation will be evaluated against compliance to the Technical Specifications of a **Total of 100 points** and obtaining the minimum qualifying **threshold of 70 points** bidders will be included in the pool of ECDOE service providers.

10.4 Functionality Criteria Score card (Summary)

Criteria	Proof required	Weight
Experience of the Company	Three (3) client reference letters, minimum to the value of R5 million (Five Million Rands)	30
Experience and Qualifications of Key personnel	Key personnel CVs, detailing qualifications, years of experience in conducting similar assignments and details of such assignments (All certification should be certified)	30
Project execution method	Detailed proposal on project implementation.	40
		100

NB: A detailed Functionality Criteria Score Card is provided in **Annexure A**.



MR T. MASOEU
CHIEF DIRECTOR – CORPORATE STRATEGY MANAGEMENT.

17, 10, 2023
DATE

ANNEXURE A

FUNCTIONAL CRITERIA SCORECARD:

No	Criteria	Proof required	Points allocation	Weight	Score
1.	Experience of the Company: Demonstrable evidence of three (3) previously completed projects of similar nature with the value of R3 million and above	Three (3) client reference letters (No appointment letters from clients will be accepted as reference letters)	Maximum of 30 points will be awarded as follows: <ul style="list-style-type: none"> • No references = 0 points • One (1) relevant reference = 10 points • Two (2) relevant reference letters = 20 points • Three (3) relevant reference letters = 30 points 	30	
2.	Experience and Qualifications of Key personnel: <ul style="list-style-type: none"> • Project Manager with Diploma in Project management and with 5 years' experience managing projects of similar nature. • Electronics Engineer with a degree in Electronic Engineering with 5 years' experience working with projects of similar nature. 	Project manager and Electronic engineer CVs detailing qualifications, years of experience in conducting similar assignments and details of such assignments. Technicians/engineers must be certified by a recognized body or a manufacturer installer qualification.	Project Manager 0 - 4 years = 0 5 - 10 years = 7 > 10 years = 15	15	
			Electronics Engineer 0 - 4 years = 0 5 - 10 years = 7 > 10 years = 15	15	
3.	Project execution: Comprehensive project implementation plan which responds to the Scope of Work and outline proposed approach / methodology and work plan	Detailed proposal	<ul style="list-style-type: none"> • The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project = (0) • The approach is specifically tailored to address overall project objectives mentioned in point 4 above. A work plan with 	40	

			<p>acceptable delivery times has been presented = (30)</p> <ul style="list-style-type: none"> • Innovative and Efficient approach, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs = (40) 		
				100	