



Northpine CID NPC

COMMUNITY | PEACE | GROWTH

Email: info@northpinecid.co.za

Reg No. 2017/224442/08

Tel: +27 81 502 2475

Established 2017

Tender for Public Safety and Security (with armed response) monitoring CCTV cameras in Northpine control room

Tender Number: NCID NPR TR2/2021

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Document 1

CLOSING DATE FOR SUBMISSION OF TENDERS

DATE: 07 April 2021

TIME: 14:00pm

TENDERS MUST BE ADDRESSED TO AND HAND DELIVERED:

Tender Number: NCID NPC TR2/2020

Duration of tender: (commencing on approximately 1 August 2021)

Chairperson :
Operations Manager:

Lindsay Schereka
Melissa Adriaanse

Shop number 2
In the grounds of Saverite shopping centre
Landmark: next to Standard Bank Northpine



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Document 2

CONDITIONS OF TENDER

1. **Late tenders:** No late tenders will be accepted.
2. **VAT:** Prices must include VAT.
3. **Payment due date:** Payment of all costs shall be made the 25th of each month after service has been delivered.
4. **Conflict of Interest:** If any employee/s or board members of the Northpine City Improvement District NPC (Non-Profit Company) (hereinafter referred to as "NCID") had/has/have any vested interest in the business of the tenderer (or would stand to benefit financially or otherwise should such tender be awarded to the tenderer), it should be declared and motivated in the Form of Tender, Document 5.
5. **Full completion of tender documents:** No tender shall be considered unless it is fully completed, and accompanied by sufficient information that makes it possible to judge whether the tendered goods/services meets the specifications or not. If the required particulars are not furnished in full, the submitted tender **may** be regarded by the NCID as non-compliant with specifications and therefore not considered or evaluated for acceptance.
6. **Full registered name and initialising:** Suppliers/Contractors tendering must furnish the full, registered name of the supplier who is tendering on Document 5, the Tender and Acceptance form. Authorized signatories of Tenderers are requested to initial at the bottom of each page of the Tender Document.
7. **Corrections:** No corrections may be made with correction fluid, such as Tipp-Ex or a similar product. If a mistake has been made on the final copy, it should be struck out once in ink, and the same person who formally signed the tender must sign in full at every correction made. The NCID reserves the right to reject a tender if any corrections are not made in the manner set out above.
8. **Deviations from specifications:** Deviations from the specifications in Document 4 below, must be clearly indicated by the tenderer in the submission of the tender document.
9. **Implication of submitted tender:** The tenderer shall, upon submission of the tender, be regarded as having read and understood the conditions, and the submission of his/her tender shall be assumed being fully understood.
10. **Confidentiality:** The tenderer undertake to ensure that all data and information (including but not limited to any technical, commercial, scientific information (including but not limited to any technical, commercial, scientific information, processes, designs, technical specifications, copyright and data in any form) in connection with or arising from this tender document shall be kept confidential, and the tenderer agree not to disclose such information to third parties and not to make use of such information other than for the performance of its obligations under this tender document and to release such information to its employees on a "need-to-know" basis only, provided that such employees, in turn, undertake to be bound by confidentiality contained herein and as set forth in this tender document.



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11. **Sharing of confidential information:** The tenderer agrees to hold the confidential Information in strict confidence and not to make use of such information other than in the performance of the obligations in terms of this tender document and to release such information only to those employees who require the same for the rendering of the Service and then only provided that such employees undertake to be bound by the confidentiality contained herein.
12. **Disqualification of tenderer or cancellation of contract:** The NCID may disqualify the tenderer immediately or cancel the contract, after taking into account all the circumstances and without prejudice to any other legal remedy to his/her disposal in respect of any loss and/or damage suffered, and any additional costs or expenses incurred in that the NCID had to invite new offers or accept a less favourable offer, or whatever, if it is found that the tenderer –
 - 12.1 Has offered, promised or given anyone involved in the inviting of offers or the allocation of a contract, any remuneration, fees, bonus, discount, or other inducement in connection with the acquisition or execution of a contract;
 - 12.2 is not executing a contract in a satisfactory manner;
 - 12.3 is not adhering to the provisions of the General Conditions or of any other special conditions of contract that may apply;
 - 12.4 is acting in a fraudulent or improper manner or in bad faith toward the NCID;
 - 12.5 has not declared any conflicting interest or declared any other involvement by the tenderer or its affiliates that has business interests with the NCID (or family members that are involved with the NCID)
- 13 **Tender Adjudication Committee (“TAC”):** The establishment of the TAC (if any), will be comprised of members of the NCID in good standing, and will act as the first evaluating forum to review and score the tender applications received, by:
 - 13.1 Reviewing whether submitted documents complied with phase 1 of this document;
 - 13.2 Scoring of applications as submitted in line with the scoring system as set out herein;
 - 13.3 Making the appropriate recommendations to the NCID board in line with the conditions contained herein as to which service provider’s proposal may be accepted, with the understanding that the NCID board in its sole discretion reserves the right to select the service provider they deem most appropriate in the circumstances to commence work under the conditions as prescribed in this tender document.



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Document 3

ADJUDICATION POINTS SYSTEM

To ensure that all tenderers are afforded the opportunity to compete on an equal footing and also to enable the NCID to evaluate the tenders received on an equal basis, a pre-described process of evaluating tenders will be followed. This process consists of three phases, namely;

Phase 1: Pre-qualification check

The pre-qualification check requires verification of compliance with:

- Hurdle requirements as described in the tender document;
- Mandatory documentation – whether all required documentation and/or certification have been included.

The NCID has defined minimum pre-qualification/mandatory criteria listed in the table below that must be met by the tenderer in order for the NCID to accept an offer for evaluation.

I/We have attached to this document:	Tick if submitted		Office use
• Proper completion and signing and initialling each page of the tender document	Yes	No	
• A valid SARS Tax Clearance Certificate	Yes	No	
• Certificate of Good Standing: Compensation Commissioner	Yes	No	
• Most recent Certificate of Good Standing: PSIRA	Yes	No	
• Proof of Public Liability Insurance	Yes	No	
• Company profile	Yes	No	
• Proof of company/closed corporation registration and a copy of CM/CK certificates	Yes	No	
• List of PSIRA accredited guards who will be working on-site	Yes	No	
• Copies of the identity documents of those with equity/shares	Yes	No	
• Completed Form Offer (Price Schedule)	Yes	No	
• Submission of one (1) original tender document	Yes	No	

No points are allocated to this phase; however, tenders that do not meet the pre-qualification requirements will not advance to the next phase of the evaluation process.



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Phase 2: Preference evaluation

During this phase, all bids that have complied with phase 1 will be further evaluated in terms of a preferent points system. The NCID board and / or TAC (whatever the case may be) will apply the following preferential points system:

Narration	Possess: Yes / No	Points awarded	Office Use
BEE accreditation		5	
100% BEE accreditation		10	
Working Operations Office within a 5kms radius of Northpine		5	
Working Operations Office within Northpine		10	
Active controller that can function independently		10	
Company Employee uniforms		10	
Two Way Radios and related guarding equipment		10	
Response vehicles		5	
Armed Response vehicles		10	
2 x motorised bicycles (or 2x any other light motorised vehicles) to be used for patrols		10	
5+ years accredited experience in the security industry		5	
10+ years accredited experience in the security industry		10	
Office Use – Total			

Note: In the event that the applicant answered “yes” to any of the aforementioned criteria, the applicant is requested to provide documentation in support of said response. The absence of verifiable supporting documentation will render the applicant with a “0” score for the criteria it elected to respond to, which score will be added to the total calculation at the end of the table. The NCID or TAC (whatever the case may be) reserves to right to fully investigate the credibility of any supporting documents handed in under this section.

Phase 3 – Price evaluation

During this phase, the applicant’s pricing schedule will be evaluated as per document 5 of the bid documentation. The NCID board reserves the right to appoint service providers based on the need of the community, instead of electing a service provider as a result of favourable pricing considerations only. In lieu hereof, the NCID board and / or TAC (whatever the case may be) reserves its right to request further information from the applicant’s on the pricing evaluation in order to determine which service provider will be able to deploy the most guards in the area at the most competitive rate.



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Document 4

MONITORING OF THE CAMERAS, AND RESPONSE *

Effective monitoring must be done on a 24/7 basis by the tenderer, to the satisfaction of NCID. *

14. Tenderer must have a fully equipped and operational control room.
15. Facility/building must be suitable to accommodate staff allocated to the contract and office must be based in Northpine, or within a 5 (five) kilometre radius of the NCID's office.
16. Back-up power in case of power failures with seamless transfer to standby power a pre-requisite.
17. The radio/mobile communication infrastructure is the responsibility of the tenderer, and must be to the satisfaction of the NCID.
17. All telephone calls to the control room - response time within the first five rings
18. Response (Armed response vehicle) to call-outs within five minutes.
19. The tenderer has the responsibility to place PSIRA registered public safety officers. NCID current configuration is (4 Grade C Public Safety officers per shift; 1 Driver with valid driver's license and 1 controller Grade C or higher qualification).
20. There must be a constant interaction and communication between the control room and public safety officers.
21. Bi-hourly security patrol of the demarcated area, to be conducted with at least two identifiable patrol vehicles and/or foot patrol, or any other suitable form of transport in consultation with the NCID NPC.
22. All staff of the tenderer who will be deployed in the designated area, must wear the individualized uniform top:
 - designed to allow protective gear i.e. safety boots
 - radios
 - Tonfa
 - handcuffs
 - pepper spray
23. The public safety officers must patrol the specified boundary of the NCID and report all suspicious cases or any defunct infrastructure i.e. potholes, drain covers, faulty lights.
24. All staff employed by the tenderer must be subjected to a vetting process, including security clearance (no criminal record), sound work ethic and trustworthiness. The staff member must be able to function in a multilingual environment, with communication ability in at least English.

25. Penalties

NCID Board members or its authorised agents will periodically have inspection and, should the following occur, penalties will be imposed:

- Under the influence of liquor (R 1000) per incident per staff member;
- missing equipment (R 1000);
- improperly dressed (R 500);
- Monthly reports submitted one month overdue (R 500).

26. Maintenance

The tenderer is responsible for all maintenance including vehicles; radios; segways etc.



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27. Insurance

The tenderer is responsible for insuring all equipment that belongs to the tenderer including radios; premises; bloodhounds; vehicles etc.

28. Service Provider's undertakings

- 28.1 To render the services in accordance with the standards and specifications as stipulated in the Agreement.
- 28.2 Occupational Health Reports shall be submitted every three months to the NCID.

29. Cancellation

- 29.1 Should any employee or the Service Provider, in the NCID's opinion, act in an indecent or unseemly manner or in a manner that leads to or may reasonably be expected to lead to prejudicing or endangering the maintenance of order and discipline at the NCID or bringing the name of the NCID into disrepute, the NCID will be entitled to demand that said employee be removed from its premises. Provided that failure of the Service Provider to comply with said notice within 7 (SEVEN) days thereof, shall entitle the NCID to cancel this Agreement with immediate effect.
- 29.2 Should the rendered service, the standard of which shall be enforced as provided for in this Agreement, be unsatisfactory and not be rectified in accordance with the provisions in this regard, the NCID may cancel this Agreement after having given 30 (thirty) days' written notice to the Service Provider thereof.
- 29.2 Should either Party (the "guilty" party) fail to meet any of its obligations in terms of this Agreement punctually and within the parameters of this agreement, and should such default and /or omission and / or action and / or violation thereof affect the core of the Agreement, the other party (the "innocent" party) will be entitled, in addition to its rights in terms of this Agreement or in terms of common-law legal precepts, to such relief as it is entitled to, including (but not limited) to the following:
 - 29.2.1 To cancel the Agreement immediately and to claim such damages as proven or;
 - 29.2.2 To demand compliance of this Agreement and to claim damages.
 - 29.2.3 The Parties verify that, should either party be compelled to incur legal expenses in order to enforce the terms of this agreement, or to protect these rights according to this Agreement, the other party will be liable for such costs on an attorney-own-client scale.
- 29.3 If the Service Provider's estate is sequestrated, whether provisionally or finally, or if the Service Provider shall publish a notice of surrender or present a petition for the acceptance in favour of this creditors or (being a company) shall go into liquidation, whether provisionally or finally, (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if the Service Provider shall have an execution levied on this services then the NCID will have the right to summarily cancel the Agreement.
- 29.4 Neither Party shall withhold services or payment subject to resolution of a dispute. Upon a decision by either party to terminate the contract both Parties shall co-operate fully in effecting an orderly transition.



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30. BREACH OF CONTRACT

- 30.1 Should the Service Provider, in any way whatsoever, fail to render the services at the standards as specified in this agreement, or fail to render the services within the time frame as specified in this agreement and after the Service Provider has been requested to correct such breach of contract within 7 (seven) days from date of receipt of a written notice to make such correction, the NCID shall be entitled, without prejudice to any alternative or additional rights, action or remedy at its disposal, (with specific inclusion of the right to claim for damages), to cancel this agreement with immediate effect, for which purpose a final statement for services rendered to date of cancellation will be prepared by the NCID.
- 30.2. Should this agreement be cancelled as a result of the Service Provider's breach of contract, the NCID will be entitled to appoint a third party to perform the services as specified in terms of this agreement, and to collect any costs from the Service Provider in lieu of such expenses incurred.
- 30.3. The terms of clause 30.1 and 30.2 above do not exclude the right of the NCID to claim specific performance and damages from the Service Provider, and following the expiry of the said notice period of 7 (Seven) days as specified in clause 30.1, to perform such services, or have it performed by any third party, as the Service Provider failed to perform or failed to perform in terms of the determined standards.

31. CONTINUATION AND EXECUTION OF SERVICES

The Service Provider shall not have the right to withhold or delay services in terms of this agreement due to:

- 31.1 Direct or indirect breach of contract by the NCID in respect of any of its obligation in terms of this agreement.
- 31.2. Any position, state of restitution at any point of time during the contract period in respect of materials, equipment and/or resources required by the Service Provider in order to provide the service.
- 31.3. Any strikes, labour dispute or disputes of any nature between the Service Provider and its employees.

32. RISK AND RESPONSIBILITY

- 32.1 The Service Provider accepts full responsibility for its staff's actions and will ensure that such actions at no time place the staff or property of the NCID in danger.
- 32.2 The Service Provider will accept full responsibility for any claims and subsequent proven damages which arise against the NCID and / or its directors in the event that such claim and / or damages arose during the exercise of the Service Providers duties and / or negligent action and / or omissions by the Service Provider and its staff.
- 32.3 The Service Provider undertakes to actively discourage its staff from becoming involved in any way with any industrial action on the NCID premises, whether these are initiated by the NCID staff, students or any other person/s or by any other outside body.
- 32.4 In the event of the Service Provider's staff participating in any strikes, marches, riots or any other industrial actions, for whatsoever reason, the Service Provider is responsible to control its staff and immediately restore order. If it is unable to restore order, it must ensure that staff members that are participating in industrial action are removed from the NCID premises forthwith. Any action/s to be



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taken to remove staff from the premises or restore order, as the case may be, must first be approved by the Chief Operating Officer and Operations Manager of the NCID.

33. ENTIRE AGREEMENT

- 33.1 This Tender Agreement embodies the entire agreement between the Parties and supersedes any prior agreement, commitment, negotiation or correspondence between the Parties regarding the subject matter hereof. The conditions of this Tender Agreement shall take preference over any subsequent agreement(s) emanating from this Tender Agreement. No representations, undertakings, warranties, guarantees, terms or conditions that are not recorded herein or in any variation to this Agreement, shall have legal validity.
- 33.2 The terms of this Agreement may not be varied or amended except in writing and no relaxation or indulgence by either Party to the other shall be construed as a waiver of any such Party's rights hereunder unless such relaxation, waiver or indulgence is reduced to writing and signed by the Party granting such relaxation, waiver or indulgence.

34. CODE OF CONDUCT

- 34.1 The Service Provider and its employees agree not to give any gifts, gift vouchers or any advantages to NCID employees either directly or indirectly unless market related prices are paid for it. This includes "kick-backs" and "spotter fees". The Service Provider further agrees not to grant any loans, money or otherwise, to NCID employees, and vice versa. Contravention of this clause may result in the immediate cancellation of the contract.
- 34.2 The Service Provider is not allowed to hold any social functions on NCID premises unless permission for it is beforehand obtained from the Director of Operational Management.



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Document 5

FORM OF TENDER AND FORM OF ACCEPTANCE

NB: No tender will be considered unless this form has been completed in full and signed.
TO: The Chief Operating Officer
Northpine CID NPC

Dear Sir/Madam

I/We the undersigned, have read the conditions to the tender on Documents 2 and 3, and hereby submit an offer for the supply and delivery of the requirements as detailed in the scope and specifications in Document 4, at the quantities set out below:

Item Description	Qty	Price each excl. VAT	VAT	Price incl. VAT

	YES	NO
Does the offer set out in this document, in all respects comply with the requirements?		
Are the prices quoted as offered, fixed for the duration of the validity period?		
.....		



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I/We, the undersigned, hereby undertake not to withdraw or cancel this offer for or within sixty (60) days of the date submitted and agree that the NCID may accept the offer at any time during the said period of sixty (60) days. I/We, the undersigned, hereby declare that no employee/s of NCID has/have any direct or indirect interest in my/our business.

I/We hereby agree –

- (A) That, if my/our offer is accepted, I/we will be informed of such acceptance by e-mail;
- (B) That the contract to be created because of the acceptance of my/our offer shall be subject to the Acts and Statutes of the Republic of South Africa and that I/we shall abide by the jurisdiction of the South African courts;
- (C) that, if the NCID accepts my/our offer, either wholly or in part, and I/we have been informed of such acceptance, I/we shall comply with the conditions of the agreement, as contained in my/our offer and in the NCID acceptance of it, until a formal contract is concluded between me/us and the NCID, and that, if the NCID should not wish to enter into a formal contract with me/us, I/we shall comply with the conditions of the agreement, as contained in my/our offer and in the NCID acceptance of it.

Thus signed at on this day of 20 ...

.....
Signature

.....
Capacity of signatory:

.....
Signature

.....
Capacity of signatory:

Registered name of TENDERER (please print)

Address:.....

Telephone number:

Email Address: