DEPARTMENT OF WATER AND SANITATION
REBPUBLIC OF SOUTH AFRICA

REQUEST FOR BID

REQUEST FOR BID NUMBER: W11493

RENDERING OF PRIVATE SECURITY SERVICE TO THE DEPARTMENT OF WATER AND SANITATION LIMPOPO OFFICE FOR A PERIOD OF 36 MONTHS: MAIN AND WATER TRADING ACCOUNT

ISSUE DATE:

22 NOVEMBER 2024

CLOSING DATE:

28 JANUARY 2025 AT 11:00am

SUBMIT TENDER DOCUMENT
TO

POSTAL ADDRESS:
CHIEF DIRECTOR: WATER AND SANITATION
PRIVATE X9506
POLOKWANE 0700

OR

TO BE DEPOSIT IN:
THE TENDER BOX AT THE ENTRANCE
OF AZMO BUILDING
49 JOUBERT STREET
POLOKWANE 0699

NB: COMPULSORY BRIEFING SESSION
DATE: 11 December 2024
TIME: 10:00 am
VENUE: Azmo Building Department of Water and Sanitation (Limpopo Regional Office) 49 JOUBERT STREET POLOKWANE 0699

TENDERER: (Company address and stamp)

water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

RENDERING OF PRIVATE SECURITY SERVICE TO THE DEPARTMENT OF WATER AND SANITATION LIMPOPO OFFICE FOR A PERIOD OF 36 MONTHS: MAIN AND WATER TRADING ACCOUNT

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PART A

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**W11493**	CLOSING DATE:	**28 JANUARY 2025**	CLOSING TIME:	**11:00AM**
DESCRIPTION	**RENDERING OF PRIVATE SECURITY SERVICE TO THE DEPARTMENT OF WATER AND SANITATION LIMPOPO OFFICE FOR A PERIOD OF 36 MONTHS: MAIN AND WATER TRADING ACCOUNT**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

THE TENDER BOX AT THE ENTRANCE
OF AZMO PLACE BUILDING
49 JOUBERT STREET
POLOKWANE 0699
OR

BID DOCUMENTS MAY BE POSTED TO:
POSTAL ADDRESS:
CHIEF-DIRECTOR: WATER AND SANITATION
PRIVATE X9506
POLOKWANE 0700

NB: The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Robert Baloyi/Senwamadi Matome**	CONTACT PERSON	**JIM MAENETJA**
TELEPHONE NUMBER	**015 290 1478/1445**	TELEPHONE NUMBER	**((015) 290 1432**
FACSIMILE NUMBER		FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	baloyir@dws.gov.za, senwamadim@dws.gov.za	E-MAIL ADDRESS	**maenetjaj@dws.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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ 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.

DEPARTMENT OF WATER AND SANITATION
BID NO:

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 SUBJECTED TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, PREFERENTIAL PROCUREMENT REGULATIONS 2022, 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)
1.5	**THE SUCCESSFUL BIDDER WILL BE APPROVED SUBJECT TO POSITIVE SECURITY SCREENING BY STATE SECURITY AGENCY (SSA)**
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 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: .....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Water & Sanitation
Contact Person: Mr Robert Baloyi
Telephone No.: 015 290 1474
Email Address: baloyir@dws.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. J.M Maenetja
Telephone No.: (015) 290 1432 (During Office Hours)
Email Adress: maenetjaj@dws.gov.za

SECTION 1: LEGALITIES

1. Instructions to Bidder

2. Supply Chain Management Compliance: Standard Bidding Documents (SBD)

1. INSTRUCTIONS TO BIDDERS

CONTENTS

1. Issuing of documents
2. Queries with respect to this bid
3. Compulsory Documentation
4. Completion of Bids
5. Submission of Bids
6. Signature on Bids
7. Compulsory Site Meeting
8. General and Special Conditions of Contract
9. Application of the preference point system
10. Bids to comply with documents
11. Certificates
12. Bid Validity Period
13. Telegraphic bids
14. The Department's right to decline any bid
15. Acceptance of Bid Offer
16. Department is not liable for bidder's expenses
17. Payments made under this contract
18. Rejection of bids
19. Results of bids
20. Insurance Documentation
21. Evaluation Criteria

INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

(a) A document is issued to a prospective Bidder. These documents are obtained at a predetermined cost from the Department of Water and Sanitation:
SUPPLY CHAIN MANAGEMENT
AZMO PLACE BUILDING
DEPARTMENT OF WATER AND SANITATION
49 JOUBERT STREET
POLOKWANE
0699
or

PRIVATE BAG X9506
POLOKWANE
0700
Tel:

(b) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct or should any pages be missing from this document or should this document or the drawing(s) contain any obvious errors, the Bidders must immediately notify the Employer in order to have any discrepancy rectified or clarified before submitting his bid. Such clarification will be valid only if made by the Department by means of formal amendment as described hereunder prior to the date of submission of bids. The Department may issue amendments to clarify or modify the Bid Documents. A copy of each amendment will be issued to each bidder and shall be acknowledged on the form issued with the amendments. No claim whatsoever will be entertained for faults in the bid price resulting from the above-mentioned discrepancies.

(c) No alterations, omissions or additions shall be made to this document, but should it be deemed necessary to do so, the Bidder is at liberty to qualify his bid.

(d) All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in this document.

(e) The number of guards required in this Bid document may vary from time to time. The successful bidder will be notified in writing of the number of guards to be added or removed to and from the site.

(f) It is a requirement of this contract that the successful bidder have a command post / site office in a radius of 100 to 500km from the actual site where the service will be rendered. An inspection of the command post / site office will be conducted by DWS Officials on appointment of the successful service provider.

2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature may be directed in writing to Mr J.M Maenetja, Chief Security Officer: Corporate Services Management on the following e-mail address maenetjaj@dws.gov.za

3. ADMINISTRATIVE DOCUMENTATION

3.1 SUPPLY CHAIN MANAGEMENT ADMINISTRATIVE FORMS TO BE COMPLETED BY THE BIDDER

The bidder must ensure that all documents as attached to this bid is fully and neatly completed and also that signatures are made to all areas where it is indicated to do so.. The documents are as follows:

a. Declaration of Interest (SBD 4)
b. Preference Points Claim in terms of PPR, 2022 (SBD 6.1)
c. Originally certified copy of the companies B-BBEE registration certificate (if registered in terms of PPR of 202222)
d. Proof of registration on the National Treasury Central Supplier Database (CSD).

3.2 DOCUMENTATION TO BE ATTACHED BY BIDDERS

The documents to be attached are as follows:

a) Schedule of Bidders Particulars
b) Schedule of similar work undertaken
c) Annexure 10: Pricing Schedule (Pricing Schedule must include all cost and taxes)
d) Certified copies of Identification Document(s) for company directors
e) Submission of a letter of Good Standing with the Compensation Commissioner (Workmen's compensation)
f) Letter of intent for Public Liability Insurance to the value of five (5) million rand.
g) Submission of Registration Certificates of both the company and its Directors with PSIRA as per PSIRA Act 56 of 2001.
h) Submission of a letter of Good Standing with PSIRA for the company
i) PSIRA Registered Employee List (PSIRA Listing of employees for service provider as listed with PSIRA)
j) Certified copies of vehicle registration documents registered in the company's name.
k) Copy of Firearms Licenses.
l) Fire Arm Competent Training Certificates of all employees.
m) An example (single page) of security registers to be utilized by the private security service provider (Example: Occurrence Book, access register, attendance register, firearm permits and register, asset movement register, incident and investigation reports, etc.)
n) Proof of current and/or previous security contracts in the Private Sector or Government.
o) Reference letter(s) from current and/or previous client(s) relating to service delivery Private Sector or Government.
p) List of and proof of two-way communication devices and registration according to ICASA requirements.
q) Clearance certificate of current and/or previous National Key Point deployment for security services (If available).

4. COMPLETION OF BIDS

The bid must be signed on the Invitation to Bid form (SBD 1) annexed here to with all blanks in the bid and the appendix filled in.

(a) All spaces in the Standard Bidding Documents (SBD), bid forms and other annexure(s) shall be completed in full.
Page 8

(b) The Special Conditions of Contract contained in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.

(c) The bid documents shall not be separated in any way nor must any pages be detached from the original documents.

5. SUBMISSION OF BIDS

Two copies of the Bid Documents shall be duly completed, signed and submitted as follows:
(a) The original Bid, together with a covering letter and supporting documents, shall be sealed in an envelope endorsed:

"ORIGINAL" BID NO:.....: RENDERING OF PRIVATE SECURITY SERVICE TO THE DEPARTMENT OF WATER AND SANITATION LIMPOPO OFFICE FOR A PERIOD OF 36 MONTHS: MAIN AND WATER TRADING ACCOUNT
and the name of the Bidder shall be clearly shown.

(b) The duplicate copy of the Bid, together with duplicate copies of the covering letter and supporting documents, shall be sealed in a separate envelope endorsed:
"DUPLICATE" BID NO: .....: RENDERING OF PRIVATE SECURITY SERVICE TO THE DEPARTMENT OF WATER AND SANITATION LIMPOPO OFFICE FOR A PERIOD OF 36 MONTHS: MAIN AND WATER TRADING ACCOUNT
and the name of the Bidder shall be clearly shown.

(c) Both the "Original" and "Duplicate" copies of the Bid, each in their separate sealed envelopes, shall be placed in a single sealed envelope endorsed:
BID NO: .....: RENDERING OF PRIVATE SECURITY SERVICE TO THE DEPARTMENT OF WATER AND SANITATION LIMPOPO OFFICE FOR A PERIOD OF 36 MONTHS: MAIN AND WATER TRADING ACCOUNT
and the name of the Bidder shall be clearly shown.

(d) Bids, sealed and endorsed as above, will be received by: The Supply Chain Management office or may be deposited in the tender box at the entrance of

SUPPLY CHAIN MANAGEMENT
AZMO PLACE BUILDING
DEPARTMENT OF WATER AND SANITATION
49 JOUBERT STREET
POLOKWANE
0699
or posted to

PRIVATE BAG X9506
POLOKWANE
0700

6. SIGNATURE ON BIDS

The Bid, if by an individual, must be signed by that individual or by someone on his behalf duly authorized thereto and proof of such authority must be produced. If the bid is by a Company it must be signed by a person duly authorized thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.

The said company/supplier must confirm that it has familiarized itself with the item description, specification and bid conditions and if the bid consist of more than one item it should be clearly indicated in respect of which item(s) the supportive letter has been issued. The Company Director/s or person/s authorized to do so must initial each page, of the bid document, at the bottom. Failure to do so may invalidate the bid.
If the bid is submitted by joint venture of more than one person and/or Companies and/or firms it shall be accompanied by the following:

(a) The original or a certified copy of the joint venture agreement under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.

(b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorizing the person who signed the bid to do so.

7. COMPULSORY BRIEFING SESSION

Kindly note that there would be compulsory briefing session for this bid indicated in the bid document. Please take note that all questions could be raised by the prospective service provider at the briefing session.

8. GENERAL AND SPECIAL CONDITIONS OF CONTRACT

The General and Special Conditions of Contract shall be regarded as an integral part of the contract documents.

9. APPLICATION OF THE PREFERENCE POINT SYSTEM

This tender will be evaluated on either 80/20 preference point system, and the lowest acceptable tender will be used to determine the applicable preference point system as provided for in the Preferential Procurement Regulation 2022 section 3(ii).

10. BIDDERS TO COMPLY WITH DOCUMENTS

Where applicable, Bidders must allow in their Bids for all labour, material, machinery and everything necessary for the execution and completion of the Contract in accordance with the bid document and Service Level Agreement (SLA). No alterations may be made in the Invitation to Bid, Schedule of Quantities or other documents and the bid will be deemed to comply entirely with the terms of the documents.

11. CERTIFICATES

The Bidder should submit at closure of the bid **all** the relevant registration certificates as specified in paragraph three (3) above.
The Bidder shall submit proof of insurance as specified in the Special Conditions of Contract, Sub-Clause 11.1 within **30 days** after receipt of **"Letter of notification to Bidder"** from the Department. Failure to comply with this requirement within the 30 calendar days shall result in the bid being awarded to another bidder.

12. BID VALIDITY PERIOD

The bid offer must be valid for **120 days** from closing time. If requested in writing by DWS, the validity period stated in the bid document may be extended.

13. TELEGRAPHIC BIDS

No bid forwarded by telegram, telex, facsimile, e-mail or similar apparatus will be considered.

14. THE DEPARTMENT'S RIGHT TO DECLINE ANY BID

The Department does not bind itself to accept the lowest or any bid.

15. ACCEPTANCE OF BID OFFER

The bid offer will only be acceptable if the bidder complies with all the requirements as stated in the bid document.
No official order will be issued before the signing of the Service Level Agreement which is included in this document. The signing of the SLA should take place before the issuing of an order.
TAKE NOTE: The successful bidder (service provider) must not commence with the security service without confirmation of purchase order (PO).

16. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

The Department will not be held liable for any expenses incurred in preparing and submitting bids.

17. PAYMENTS UNDER THE CONTRACT

All payments due to the Contractor in terms of the contract will be done by means of Electronic Fund Transfer (EFT).
Contractors must provide the necessary details of their bank account in a standardized entity forms supplied by the Department of Water and Sanitation.

18. REJECTION OF BID

Bids not complying with the above-mentioned requirements and specifications may be regarded as incomplete and may not be considered.

19. RESULTS OF BIDS

Results of non-acceptance of bids will be sent to individual unsuccessful bidders.

20. INSURANCE DOCUMENTATION

Successful bidder will be expected to secure insurance with legitimate financial institution to the value indicated in **B. SPECIAL CONDITIONS OF CONTRACT, Sub clause 5.2**
Proof of such insurance policy **must** be provided to the Department of Water and Sanitation within 30 days after receipt of "Letter of notification to Bidder" from the Department of Water and Sanitation and be kept active for the duration of the contract. Time to time an updated letter from the financial institution in question would be requested for monitoring purpose and compliance with a contract.

21. ADMINISTRATIVE COMPLIANCE

Bidders are required to comply with the following listed below:

No	Criteria	Yes	No
1	**Companies must be registered with National Treasury's Central Supplier Database. Provide proof of print out from CSD.**		
2	**Tax compliant with SARS (to be verified through CSD and SARS).**		
3	**sign and submit SBD1, SBD3.2, SBD4, SBD6.1,**		

22. EVALUATION CRITERIA

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2022. A copy of the Preferential Procurement Regulations 2022 can be downloaded from www.treasury.gov.za. In accordance with the Preferential Procurement Regulations 2022, submissions will be adjudicated on 80/20 points system and the evaluation criteria.

During the evaluation process, the evaluation Committee will be following a **five (5) phases** approach as follows:

PHASE ONE: MANDATORY COMPLIANCE

Bidders must submit the following mandatory documents:

MANDATORY CRITERIA	REQUIREMENT
1. Certificate of confirmation issued by the **Registrar of Companies** and in the name of the Company	Attach certificate issued by the registrar of companies in the name of the Company
2. Valid Copy of **company registration certificate with PSIRA**	Attach valid company registration certificate with PSIRA
3. Valid copy of all Company **director/s**	Attach valid copy of Grade A PSIRA

	Grade A PSIRA registration certificate	registration certificate for directors of the Company
4.	Valid PSIRA letter of good standing not older than 3 months	Attach valid letter of good standing
5.	Valid certified copies of Directors' identity documents **(South African Citizens only)**	Attach South African ID copies of director of the company
6.	Valid Letter of good standing from Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA) from the Department of Employment and Labour in the name of the Company or and Close Corporation (Security Industry) / Valid Letter for Tender purposes.	Attach valid letter of good standing for tender purposes
7.	Proof of insurance / Letter of Intent for Public Liability Cover with a registered Financial Services Provider (FSP) company to the value of 5 million rands in the name of the company and/or Close Corporation.	Attach proof of Public Liability insurance cover or Letter of intent from a FSP registered company
8.	Compulsory Briefing session attendance	Sign attendance register at the briefing session
NB: The validity period of all certified copies of documents must not exceed six months.		

PHASE TWO: – TECHNICAL EVALUATION

Bidders will be evaluated in the following manner:

1)Poor, 2) Average, 3) Good, 4) Very good, 5) Excellent.

EVALUATION CRITERIA	WEIGHT	
A proven track record (with three contactable references) in rendering security services. ***Letter should be on the letter head of the organization, date, name surname and signature of the responsible manager.*** **Experience in security industry specific on guarding services measured as per below.** **Combined value of contracts (previous, current or combined) measured as per below:** **Copy of contract to be attached or purchased order**		

Number of years	Score	Value	
0 – less than a year	1		**25**
1 year and less than 2 years	2		
2 years and less than 3 years	3		
3 years and less than 4 years	4		
more than 4 years	5		

EVALUATION CRITERIA	WEIGHT			
Value of Contract	Score	Value	20	
R1 – R 5 000 000	1			
R 5 000 001 – R10 000 000	2			
R10 000 001 – R 20 000 000	3			
R 20 000 001 – R 25 000 000	4			
R 25 000 001 and above	5			
Bidders must submit Purchase Order or Contract for current and previous projects reflecting the term and value of the contract.				
The Project Implementation Plan must outline the following:	Score			
Deployment Plan explaining how the project will be managed, who will be managing the project, the **activities** of the person responsible for the project and the time frames. 1. Project plan proposal on **how to carry out** the project. 2. Must stipulate the **frequency** of the site meetings 3. Provide the **CV** of the Security site /Operational manager with **Minimum 3 Years supervisory experience** and the training profile. 4. Provide the detail incident response investigation and the turn around time. implementation.	In order of the below priority 1,2,3 and 4 = 5 1,2 and 3 = 4 1,2 and 4 = 3 1 and 3 = 2 Any one of the four = 1		**20**	
Contingency Plan outlining what the service provider will do in crisis situations such as staff shortages, strikes and and ad-hoc arrangements. 1. Strike strike plan. • Role and responsibilities of Managers/ supervisors	In order of priority 1,2,3,and 4 = 5 1,2,3 and 4 = 4		**15**	

EVALUATION CRITERIA	WEIGHT		
and guards 2. Command and Control 3. Communication methods 4. Posting plan during festive seasons and Easter holidays	1,3 and 4 = 3 1 and 4 = 2 Any one of the following : 1 or 2 or 3 or 4 or =1		
Training Plan explaining specific target areas and intended audience: Comprehensive detailed Training Plan/Schedule for Security Guard/Officer	1. Training plan 2. Frequency of training 3. Detailed Objectives of a particular training 4. Detail Monitoring process In order of priority 1,2,3, and 4=5 1,2 and 3=4 1,3 and 4=3 1,and 3 =2 Any of 1,2 ,3 or 4=1	**10**	
Security equipment. The service provider to list available equipment to be used for the project and provide pictures hereof. 1.Batons 2.Torches 3.Hand Cuffs 4.Hand Held Metal detectors 5.Registers 6.Communication radios	Key security equipment's to be deployed on the project: 1. All equipment's listed =5 2. 1,2,3,5,and 6=4 3. 1,2,5,and 6=3 4. 2,5,and 6= 2 5. 5 and 6=1	**10**	
SUB TOTAL	**100**		

Bidders are required to attain 70 % on functionality to be further evaluated on phase 3 of site inspection at the Bidder's business address where security operations are conducted. Bidders who fail to meet the minimum threshold of 70% shall be disqualified!!!

PHASE THREE: SITE INSPECTION TO BE CONDUCTED TO THE SHORT-LISTED BIDDERS

This inspection will be conducted unannounced by the evaluation committee as per the below compulsory site inspection template to test readiness, compliance and competence of the Security Company at an Adress provided in the bid document.

Compulsory Site Inspection Template (Bidder must not complete this Template)

Name of Bidder:				
	Area: City/Town			
	Area Municipality			
	Area Province			
BIDDERS / COMPANY BUSINESS OFFICES				
Proof of Physical Address		*Verified: (Yes / No)*	*Compliant*	*Not Compliant*
Proof of Postal Address		*Verified: (Yes / No)*	*Compliant*	*Not Compliant*
Telephone (Landline)		*Verified: (Yes / No)*	*Compliant*	*Not Compliant*
Fax line		*Verified: (Yes / No)*	*Compliant*	*Not Compliant*
Cell number		*Verified: (Yes / No)*	*Compliant*	*Not Compliant*
Email Address		*Verified: (Yes / No)*	*Compliant*	*Not Compliant*
COMPANY / BIDDERS OPERATIONAL CONTROL ROOM				
Does the bidder have an Operational Control Room?	*Yes/No*	*Comments:*	*Compliant*	*Not Compliant*
Is the control room fully operational?			*Compliant*	*Not Compliant*
Is the Operational control room manned by a competent person? What PSIRA qualification does the officer have?	*Yes/No*	*Comments:*	*Compliant*	*Not Compliant*
Does the Operational Control Room have a functional base communication Station?	*Yes/No*	*Comments:*	*Compliant*	*Not Compliant*
Does the official who is appointed to man the Operational control room make entries in the Occurrence Book/ Electronic occurrence book?	*Yes/No*	*Comments:*	*Compliant*	*Not Compliant*
Is the following equipment available: *Safe* *Radio/Communication equipment*	*Yes/No*	*Comments:*	*Compliant*	*Not Compliant*

Landline Telephone Other security equipment (Torches, Handcuffs, Batons etc.)				
BIDDERS / COMPANY RECORDS				
Total number of personnel as per payroll or PSIRA personnel list of the bidder	*Yes/No*	*Comments:*	*Proof*	*No Proof*
Proof of salaries of guards (ensure if it is in-line with PSIRA tariffs)	*Yes/No*	*Comments:*	*Proof*	*No Proof*
Proof of resent / previous projects:	*Yes/No*	*Comments:*	*Proof*	*No Proof*
1			*Compliant (Proof)*	*Not Compliant*
2			*Compliant (Proof)*	*Not Compliant (No proof)*
3			*Compliant (Proof)*	*Not Compliant (No Proof)*
4			*Compliant (Proof)*	*Not Compliant (No Proof)*
5			*Compliant (Proof)*	*Not Compliant (No Proof)*
Does the bidder have uniform and is it branded?			*Compliant*	*Not Compliant*
Does the bidder have vehicles and are the vehicles marked / branded?			*Compliant*	*Not Compliant*
Are the bidder's vehicles installed with radio/ communication systems?			*Compliant*	*Not Compliant*
Is the radio/ communication system in the bidder's vehicles functional?			*Compliant*	*Not Compliant*
BIDDERS / COMPANY FIRE ARMS AND AMMUNITION (IF REQUIRED)				
Does the bidder have enough firearms and ammunition as per the specification of this bid?			*Compliant*	*Not Compliant*
Is the firearms registered in the name of the company?			*Compliant*	*Not Compliant*
Does the bidder have all licenses of the firearms which are to be utilized on the site as per the specification?			*Compliant*	*Not Compliant*
Does the bidder have a firearm permit book and an issue register?			*Compliant*	*Not Compliant*
Are all personnel competent for carrying firearms as per the specification?			*Compliant*	*Not Compliant*
Does the bidder have a safe for safe keeping of firearms?			*Compliant*	*Not Compliant*

Bidders are expected to fully comply with all of the above to move to the next phase

PHASE FOUR: EVALUATION OF PRICE AND SPECIFIC GOALS

The 80/20 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	100

Price

A maximum of 80 points are allocated for price on the following basis:

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

Where:
Ps = Points scored for comparative price of bid under consideration
Pt= Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents Required for verification of Points allocation: -

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = Mpa \times \frac{P\text{-}own}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

PHASE FIVE: STATE SECURITY AGENCY SECURITY SCREENING CERTIFICATE

State Security Agency Security Screening Certificate	The bid will be rendered non responsive if the bidder fails to be cleared positively by State Security Agency (SSA).	Note by Initialing

Bidders are encouraged to prioritise 70% of labour from the local community or area.

SECTION 3: PRICING SCHEDULE

CONTENTS

3.1. PRICING INSTRUCTION

3.2. PRICING SCHEDULE (ANNEXURE 10)

3.1 PRICING INSTRUCTION

3.1.1 GENERAL

The Pricing Schedule forms part of the Contract Documents and must be read and priced in conjunction with all the other documents which include the Conditions of Contract, Special Conditions of Contract, and the Specifications.

3.1.2 OPERATIONAL REQUIREMENTS AT DEPARTMENTAL PREMISES AND PROJECT

Due to operational requirements and the uncertainties thereof security operations may vary from time to time. Departmental premises and projects specified in the Pricing Schedule are subject to change during the execution of the work due to the opening of new offices and projects; and closing at completion of these projects and/or construction works.

3.1.3 SECURITY QUANTITIES REFLECTED IN THE SCHEDULE

The security quantities given in the Pricing Schedule are estimated only, and subject to change during the execution of the work. The Quantities given in this document cannot be guaranteed and will vary from time to time due to opening of new and closing at completion of construction works.

The validity of the contract will in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment.

3.1.4 PRICING OF THE SCHEDULE (ANNEXURE 10)

The unit rates to be filled in the Pricing Schedule should include all costs. All rates and amounts quoted in the Pricing Schedule shall be in Rand and shall include VAT.

The price per month must include all costs, e.g., salaries, uniforms, transport, accommodation, insurance premiums, etc. No additional cost will be paid if not included in the price per month amount.

It should be noted that during the pricing process the bidder must comply with the amendments of Sectoral Determination Six (6): Private Security Sector amended annually on 1 September each year as specified under Basic Conditions of Employment Act, No 75 of 1997.

3.1.5 CORRECTNESS OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initiated by the Bidder.

It must be noted that incorrect entries and/or calculations of the unit rate, monthly, annual and total contract pricing may invalidate the bid.

3.1.6 IMPORTANT TO NOTE THE FOLLOWING ON COMPLETION OF PRICING SCHEDULE WHICH IS COMPULSORY FOR FULL COMPLETION

3.1.7 DEPARTMENT OF WATER & SANITATION: LIMPOPO OFFICE

3.1.8 PRICE ADJUSTMENTS

3.1.8.1 NON-FIRM PRICES SUBJECTED TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN ON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES)

3.1.8.2 IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{D4t}{D4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)PT	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3.1.8.3 THE FOLLOWING INDEX/INDICES MUST BE USE TO CALCULATE YOUR BID PRICE:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

3.1.8.4 FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

Take note that this is a "non-firm bid" and the below formula must be completed. Failure to complete the below formula in paragraph 3.7.1.5 numbered a, b, c and d will invalidate your bid.

3.1.8.5 ***Factor:*** **D1, D2..= Each factor of the bid price e.g. *labour, transport, clothing, footwear,etc.* The total of the various factors D1,D2...etc. must add up to 100%.**

FACTOR (D1, D2 etc. e. g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

SPECIFICATION			REGIONAL OFFICE									
NO	**SITES**	GRADE B (Supervisor) Non-Armed=	GRADE C Non-Armed=	Total amount of Security per Month	Fixed Vehicle Cost Required Monthly Cost	YEAR 1 (2024-2025) Fixed Vehicle Required Annual Cost	YEAR 1 (2024-2025) Total Security Cost Price X 12 Months	YEAR 2 (2025-2026) fixed vehicle required annual cost	YEAR 2 (2025-2026)	YEAR 3 (2026-2027) fixed vehicle required annual cost	YEAR 3 2026-2027)	TOTAL AMOUNT
1	DWS (Regional Office)	1	10 5=Males 5-Females	Grade B=1 Grade C=10 Total= (11)	( )							
2	Nandoni Water Works	0	12 X Unarmed 6=Males 6=Females ( )	Grade B=( ) Grade C=(12) Total= (12)	0							
3	Waterberg District Office	0	04X Unarmed 2= Males 2=Females ( )	Grade B=( ) Grade C=(4) Total= (4)	0							
4	Seshego Stores	0	4 X Unarmed 2=Males 2=Females ( )	Grade B=( ) Grade C=(4) Total= (4)	0							
5	Drilling	0	4 X Unarmed 2=Males 2=Females ( )	Grade B=( ) Grade C=(4) Total= (4)	0							
6	Central District Office	0	2 X Unarmed 1=Male 1-Female (2)	Grade B=( ) Grade C=( ) Total= ( )	0							

PLEASE REFER TO DETAILED PRICING ANNEXURE 10 BELOW

7	Tzaneen Proto CMA	0	4 X Unarmed 2=Males 2=Females ( )	Grade B=( ) Grade C=( ) Total= ( )	0	**PLEASE REFER TO DETAIL PRICING ANNEXURE 10 BELOW**
		Total= 1	**Total 41 Male 21 Female 20**			

ANNEXURE 10

DETAIL PRICING SCHEDULE

1. LIMPOPO OFFICE

Item	Area/Office/Unit	Province	Town	Site Description	PSIRA Area
1	Regional Office	Limpopo	Polokwane	Regional Office	3

SECURITY OFFICERS:	Security Officers will be on duty 24 hours a day for seven days a week(Monday to Sunday) except where otherwise specified by the Department of Water and Sanitation.
SUPERVISOR:	Duties will include but is not limited to supervision, monitoring of guards, liaising between client and contractor, security meetings, incident investigation, etc. as required by the Department of Water and Sanitation.
SECURITY GUARDS:	Duties will include but is not limited to access control, security patrols and general guarding duties, etc. as required by the Department of Water and Sanitation.

Security Specifications			Year One (2024-2025)		Year Two (2025-2026)		Year Three (2026-2027)	
Security Grade	Qty	Armed/Unarmed	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)
B	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
	0	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
C	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
	11	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
Vehicle	0	Branded Patrol Vehicle	R.....	R.....	R.....	R.....	R.....	R.....
Bicycle	0	Security Bicycle	R.....	R.....	R.....	R.....	R.....	R.....
			Sub-Total (Per Month)	R.....		R.....		R.....
			15% VAT	R.....		R.....		R.....
			Total Price (Per Month)	R.....		R.....		R.....
			Total Price (12 Months)	R.....		R.....		R.....

2. NANDONI WATER WORKS

Item	Area/Office/Unit	Province	Town	Site Description	PSIRA Area
2	Nandoni Water Works	Limpopo	Venda	Nandoni Water Works	3

SECURITY OFFICERS:	Security Officers will be on duty 24 hours a day for seven days a week(Monday to Sunday) except where otherwise specified by the Department of Water and Sanitation.
SUPERVISOR:	Duties will include but is not limited to supervision, monitoring of guards, liaising between client and contractor, security meetings, incident investigation, etc. as required by the Department of Water and Sanitation.
SECURITY GUARDS:	Duties will include but is not limited to access control, security patrols and general guarding duties, etc. as required by the Department of Water and Sanitation.

Security Specifications			Year One (2024-2025)		Year Two (2025-2026)		Year Three (2026-2027)	
Security Grade	Qty	Armed/Unarmed	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)
B	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
	0	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
C	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
	12	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
Vehicle	0	Branded Patrol Vehicle	R.....	R.....	R.....	R.....	R.....	R.....
Bicycle	0	Security Bicycle	R.....	R.....	R.....	R.....	R.....	R.....
			Sub-Total (Per Month)	R.....		R.....		R.....
			15% VAT	R.....		R.....		R.....
			Total Price (Per Month)	R.....		R.....		R.....
			Total Price (12 Months)	R.....		R.....		R.....

3.Waterberg District Office

Item	Area/Office/Unit	Province	Town	Site Description	PSIRA Area
3	Waterberg District Office	Limpopo	Mokopane	Waterberg District Office Building including parking and reception	3

SECURITY OFFICERS:	Security Officers will be on duty 24 hours a day for seven days a week(Monday to Sunday) except where otherwise specified by the Department of Water and Sanitation.
SUPERVISOR:	Duties will include but is not limited to supervision, monitoring of guards, liaising between client and contractor, security meetings, incident investigation, etc. as required by the Department of Water and Sanitation.
SECURITY GUARDS:	Duties will include but is not limited to access control, security patrols and general guarding duties, etc. as required by the Department of Water and Sanitation.

Security Specifications			Year One (2024-2025)		Year Two (2025-2026)		Year Three (2026-2027)	
Security Grade	Qty	Armed/Unarmed	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)
B	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
	0	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
C	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
	4	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
Vehicle	0	Branded Patrol Vehicle	R.....	R.....	R.....	R.....	R.....	R.....
Bicycle	0	Security Bicycle	R.....	R.....	R.....	R.....	R.....	R.....
			Sub-Total (Per Month)	R.....		R.....		R.....
			15% VAT	R.....		R.....		R.....
			Total Price (Per Month)	R.....		R.....		R.....
			Total Price (12 Months)	R.....		R.....		R.....

4. Seshego Stores

Item	Seshego Stores	Province	Town	Site Description	PSIRA Area
4	Seshego Stores	Limpopo	Polokwane	Seshego Stores	3

SECURITY OFFICERS:	Security Officers will be on duty 24 hours a day for seven days a week(Monday to Sunday) except where otherwise specified by the Department of Water and Sanitation.
SUPERVISOR:	Duties will include but is not limited to supervision, monitoring of guards, liaising between client and contractor, security meetings, incident investigation, etc. as required by the Department of Water and Sanitation.
SECURITY GUARDS:	Duties will include but is not limited to access control, security patrols and general guarding duties, etc. as required by the Department of Water and Sanitation.

Security Specifications			Year One (2024-2025)		Year Two (2025-2026)		Year Three (2026-2027)	
Security Grade	Qty	Armed/Unarmed	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)
B	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
	0	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
C	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
	4	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
Vehicle	0	Branded Patrol Vehicle	R.....	R.....	R.....	R.....	R.....	R.....
Bicycle	0	Security Bicycle	R.....	R.....	R.....	R.....	R.....	R.....
				Sub-Total (Per Month) R.....		R.....		R.....
				15% VAT R.....		R.....		R.....
				Total Price (Per Month) R.....		R.....		R.....
				Total Price (12 Months) R.....		R.....		R.....

5. Drilling(Water Resourse Information Management

Item	Drilling	Province	Town	Site Description	PSIRA Area
5	Drilling	Limpopo	Polokwane	Drilling	3

SECURITY OFFICERS:	Security Officers will be on duty 24 hours a day for seven days a week (Monday to Sunday) except where otherwise specified by the Department of Water and Sanitation.
SUPERVISOR:	Duties will include but is not limited to supervision, monitoring of guards, liaising between client and contractor, security meetings, incident investigation, etc. as required by the Department of Water and Sanitation.
SECURITY GUARDS:	Duties will include but is not limited to access control, security patrols and general guarding duties, etc. as required by the Department of Water and Sanitation.

Security Specifications			Year One (2024-2025)		Year Two (2025-2026)		Year Three (2026-2027)	
Security Grade	Qty	Armed/Unarmed	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)
B	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
	0	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
C	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
	4	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
Vehicle	0	Branded Patrol Vehicle	R.....	R.....	R.....	R.....	R.....	R.....
Bicycle	0	Security Bicycle	R.....	R.....	R.....	R.....	R.....	R.....
			Sub-Total (Per Month)	R.....		R.....		R.....
			15% VAT	R.....		R.....		R.....
			Total Price (Per Month)	R.....		R.....		R.....
			Total Price (12 Months)	R.....		R.....		R.....

6. CENTRAL DISTRICT OFFICE

Item	Area/Office/Unit	Province	Town	Site Description	PSIRA Area
6	Central District Office	Limpopo	Polokwane	Central District Office	3

SECURITY OFFICERS:	Security Officers will be on duty 12 hours a day for five days a week(Monday to Friday) dayshift only except where otherwise specified by the Department of Water and Sanitation.
SUPERVISOR:	Duties will include but is not limited to supervision, monitoring of guards, liaising between client and contractor, security meetings, incident investigation, etc. as required by the Department of Water and Sanitation.
SECURITY GUARDS:	Duties will include but is not limited to access control, security patrols and general guarding duties, etc. as required by the Department of Water and Sanitation.

Security Specifications			Year One (2024-2025)		Year Two (2025-2026)		Year Three (2026-2027)	
Security Grade	Qty	Armed/Unarmed	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)
B	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
	0	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
C	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
	2	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
Vehicle	0	Branded Patrol Vehicle	R.....	R.....	R.....	R.....	R.....	R.....
Bicycle	0	Security Bicycle	R.....	R.....	R.....	R.....	R.....	R.....
			Sub-Total (Per Month)	R.....		R.....		R.....
			15% VAT	R.....		R.....		R.....
			Total Price (Per Month)	R.....		R.....		R.....
			Total Price (12 Months)	R.....		R.....		R.....

7. TZANEEN PROTO CMA

Item	Area/Office/Unit	Province	Town	Site Description	PSIRA Area
7	Tzaneen Proto CMA	Limpopo	Tzaneen	Proto CMA	3

SECURITY OFFICERS:	Security Officers will be on duty 24 hours a day for seven days a week(Monday to Sunday) except where otherwise specified by the Department of Water and Sanitation.
SUPERVISOR:	Duties will include but is not limited to supervision, monitoring of guards, liaising between client and contractor, security meetings, incident investigation, etc. as required by the Department of Water and Sanitation.
SECURITY GUARDS:	Duties will include but is not limited to access control, security patrols and general guarding duties, etc. as required by the Department of Water and Sanitation.

Security Specifications			Year One (2024-2025)		Year Two (2025-2026)		Year Three (2026-2027)	
Security Grade	Qty	Armed/Unarmed	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)	Unit Price (Excl. VAT)	Total Per Month (Excl. VAT)
B	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
	0	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
C	0	Armed	R.....	R.....	R.....	R.....	R.....	R.....
	4	Unarmed	R.....	R.....	R.....	R.....	R.....	R.....
Vehicle	0	Branded Patrol Vehicle	R.....	R.....	R.....	R.....	R.....	R.....
Bicycle	0	Security Bicycle	R.....	R.....	R.....	R.....	R.....	R.....
			Sub-Total (Per Month)	R.....		R.....		R.....
			15% VAT	R.....		R.....		R.....
			Total Price (Per Month)	R.....		R.....		R.....
			Total Price (12 Months)	R.....		R.....		R.....

TOTAL BID PRICE

Please note the below columns must be completed and yearly cost (total price for twelve (12) months) must correspond with prices as calculated above Total cost per year and total contract cost must include 15% VAT.

LIMPOPO OFFICE					
ITEM	SITE DESCRIPTION	TOTAL COST PER YEAR (Including 15%VAT)			TOTAL CONTRACT COST (Including 15% VAT) THREE YEARS (2024 - 2027)
		YEAR ONE (2024 - 2025)	YEAR TWO (2025 - 2026)	YEAR THREE (2026 – 2027)	
1	DWS (Regional Office)	R.....	R.....	R.....	R.....
2	Nandoni Water Works,Raw Water and Main Entrance	R.....	R.....	R.....	R.....
3	Waterberg office: parking & reception	R.....	R.....	R.....	R.....
4	Seshego Stores	R.....	R.....	R.....	R.....
5	Drilling	R.....	R.....	R.....	R.....
6	Central District Office	R.....	R.....	R.....	R.....
7	Tzaneen Proto CMA	R.....	R.....	R.....	R.....
TOTAL CONTRACT COST FOR PRIVATE SECURITY SERVICES FOR THE NATIONAL HEAD OFFOCE FOR A THREE (3) YEAR PERIOD (2024 - 2027)					R.....

DEPARTMENT OF WATER AND SANITATION

(Non-firm Bid)

BID NO: W11493

RENDERING OF PRIVATE SECURITY SERVICE TO THE DEPARTMENT OF WATER AND SANITATION LIMPOPO OFFICE FOR A PERIOD OF 36 MONTHS: MAIN AND WATER TRADING ACCOUNT

3.2 PRICING SCHEDULE

RENDERING OF CONTINUOUS ARMED AND UNARMED SECURITY SERVICE TO THE DEPARTMENT OF WATER & SANITATION FOR A PERIOD OF THREE YEARS (36 MONTHS)

NB : USE INK PREFERABLY BLACK TO FILL IN THIS FORM

NAME OF BIDDER: _____

VALIDITY: **120 DAYS**

3.2.1. GENERAL DESCRIPTION OF WORK AND SCHEDULE OF GUARDING SERVICES

Rendering of continuous armed & unarmed security guarding services as follows:		
Standard rules which is to be taken into account when pricing done for the services to be rendered. The bidder must write "Take Note" in the empty spaces under the "Take Note" column.		
No:	**Standard services requirement**	**Initial page**
a	**Week days:** Monday to Friday 24 hour shifts (Starting Monday at 06h00 AM until Saturday06h00 AM)	
b	**Weekends:** Saturday to Sunday 24 hour shifts (Starting Saturday at 06h00 AM until Monday 06h00 AM)	
c	**National Holidays :** Service to be rendered as per weekend's description which is a 24 hour guard service	
d	**Day Shift:** Starting at 06h00 AM until 18h00 PM	
e	**Night Shift:** Starting at 18h00 PM until 06h00 AM	
f	**Security Aids:** The bidder must ensure that the Supervisors and Guards as per the specification are equipped with company uniform and equipment such as firearms and licenses, torches, two way hand held radios' for on-site communication and to contact the PSSP control room , occurrence books and pocket books and all other security equipment as per the PSIRA requirements.	
g	**Branded Patrol Vehicle:** The bidder must ensure that a branded patrol vehicle is available at all time for the full duration of the contract.	

3.2.2. SPECIAL CONDITIONS OF WORK AND SCHEDULE OF GUARDING SERVICES

Special rules and conditions which is to be taken into account when pricing done for the services to be rendered. The bidder must write "Take Note" in the empty spaces under the "Take Note" column.		
No:	**Special services requirement**	**Take Note**
a	It is crucial that the bidders must know that it is expected that the successful bidder will be required to render armed and unarmed security guarding services at Departmental premises for the period as specified in the bid document.	
b	**LOCAL EMPOWERMENT:** The successful Bidders who are appointed to render services are encouraged to consider extensive recruitment in the local area, more especially for the guards other specialized field can be sourced accordingly.	

3.2.3. UNIT RATE FOR SECURITY SERVICES

The bidder will be required to complete the table below illustrating the unit rate per security officer inclusive of all cost as specified in paragraph 3.1.4. The unit rate should be calculated according to and include direct costs, overheads and profit for the security services to be rendered to the Department of Water and Sanitation. **For ease of reference see the below table**:

Description	**Overheads**	**Profit (percentage)**
Salary (Primary and Reliever) Night Shift Allowance Cleaning Allowance Bonus Leave (Annual, sick, etc.) Uniform Equipment Training Provident Fund UIF COID/WCA PSIRA	Meetings Vehicle and Travel Cost Management Inspections Administrative Duties	Company Profit Percentages ..... %

2.2.3.1 It is imperative that Unit prices must be in line with the Department of Labour's Sectorial Determination 6: Minimum Wages for Security Sector al PSIRA Illustrative Pricing Schedule. Bidders must take note of the Annual Amendments of the PSIRA prices in March of each year.

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

.....

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

2.3.1 If so, furnish particulars:

Name of company related to	CSD Registration number of the company related to

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to

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

win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN

TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON

PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

....
Signature Date

....
Position Name of bidder

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

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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

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to 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.)

he specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	**20**	

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: .....
.....
.....
.....

Annexure A

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUTEMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 80/20 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	**100**

Price

A maximum of 80 points are allocated for price on the following basis:

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

Where:
Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	**5**
People with disability	**5**
Youth (35 and below)	**5**
Location of enterprise (Province)	**2**
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	**3**
Total points for SPECIFIC GOALS	**20**

Documents Requirement for verification of Points allocation: -

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = Mpa \times \frac{P\text{-}own}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

Annexure A

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

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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.