



employment and labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF EMPLOYEMENT AND LABOUR: NORTH WEST PROVINCE: PROVIDENT HOUSE:
UNIVERSITY DRIVE: MMABATHO: SUPPLY CHAIN MANAGEMENT: ENQUIRIES: Ms TEBOGO
MACHETHE: TEL: (018) 387 8210**

BID NUMBER: CTA/02/2023

**APPOINTMENT OF SERVICE PROVIDER TO RENDER SECURITY SERVICES AT
CHRISTIANA LABOUR CENTRE FOR A PERIOD OF 36 MONTHS (3 YEARS)**

NB: THERE WILL BE A COMPULSORY BRIEFING AT:

Venue: DEPARMENT OF EMPLOYEMENT & LABOUR

PROVIDENT HOUSE, UNIVERSITY DRIVE

MMABATHO

2735

Date: 05 FEBRUARY 2024

Time: 11:00

CLOSING DATE: 29 FEBRUARY 2024

TECHNICAL ENQUIRIES : MR SYDNEY KOBO

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SCM RELATED ENQUIRIES : MS TEBOGO MACHETHE

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DEPARTMENT OF EMPLOYMENT AND LABOUR
**MINIMUM REQUIREMENTS CONTRACT
SECURITY SPECIFICATION**

CHRISTIANA LABOUR CENTRE

DURATION: 36 MONTHS

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID DOCUMENT

1. MANDATORY DOCUMENTS

1.	Valid COID letter of good standing/ tender letter.
2.	Certified ID copy of the owner/ director of the company not older than 6 months.
3.	Valid PSIRA certificates for the owner of the company and for the company.
4.	Valid PSIRA good standing certificate.
5.	A fully completed, initialled and signed tender document.
6.	Company Profile
7.	Recent CSD report
8.	Tax clearance certificate or pin
9.	Signed letter of authority
10.	Bank rating letter
11.	Bargaining council for private security certificate
12.	Proof of registration with UIF
13.	Provident fund registration for private security

2. DURATION AND CONDITIONS OF THE BID

2.1 DURATION

This agreement shall start upon the commencement date and shall endure for a period of **36 months** and automatically terminate on the termination date by effluxion of time, unless terminated earlier in terms of the provisions of the Service Level Agreement.

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

3. REQUIREMENTS		
ITEM NO.	DESCRIPTION: CTA/02/2023	
3.1	CHRISTIANA LABOUR CENTRE	
3.1.1	Rendering of Physical Security Services for a period of 36 months at the following premises: 3 PRETORIUS STREET LABORIA HOUSE CHRISTIANA 2680	
3.1.2	Item	Number
3.1.2.1	Security Officer – Grade C unarmed Day Shift (Monday to Sunday: 06h00 – 18h00)	3
	Security Officers Grade C unarmed Night Shift (Monday to Sunday: 18h00 – 06h00)	2
3.1.3	Security aids	
3.1.3.1	(a) Portable hand held 2 way radios (to be programmed to successful bidder’s frequency)	3

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

	(c) Torches (Re-chargeable)	2
	(d) Handheld metal detector	3
	(e) Batons	3
	(f) Pocket books and pens (each per security officer)	5
	(g) Handcuffs	5
	(h) Serviceable cellular phones with sufficient airtime and camera.	1
	(i) Pepper spray	5
	(j) Whistle	5
	(k) Occurrence book to be provided for the period of contract	1 at all times
	(l) Monitoring system: Patrol point (Install, manage and maintain Monitoring system)	10 POINTS HOURLY

4. OPERATIONS

4.1 Private Security Industry Regulatory Authority

4.1.1 The organisation and owners must be registered in terms of the Private Security Industry Regulatory Act (Act 56 of 2001).

As proof thereof, certified copies of valid registration certificates must be attached with the bid

4.1.2 All Security officers employed by the service provider to render service must be registered as Security Officers in terms of The Private Security Industry Regulatory Act (Act 56 of 2001)

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

4.2 Supervision of Emergency Assistance

4.2.1 The bidder must have a well-established and equipped with (24) hour security control room

4.2.2 The bidder must furnish details of equipment which is available in the security control room.

NB: The Department holds the right to inspect such control room.

4.2.3 The Supervisor and Security Officers are prohibited from reading documents or records in offices or the unnecessary handling thereof. No information concerning the state activities may be furnished to the public or media by the successful bidder or any of his/her employees

4.2.4 **No visitors will be allowed in the guard room, on the premises or in the vicinity of the guard room**

4.2.5 **All security personnel, Directors and the Company itself shall be subjected to vetting**

4.2.6 **Supervisor visit required at least once per shift.**

5. GENERAL

5.1 The following general requirements apply:

5.1.1 At all times Security Officers must present an acceptable image and appearance which implies, that they may not sit, lounge about, smoke, eat or drink while attending to employees of the Department and public

5.1.2 The Supervisors and Security Officers must at all times present a professional dedicated attitude. A professional dedicated attitude approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors / staff or discourteous behaviour towards them

5.1.3 The Supervisors and Security Officers must be physically healthy and medically fit for the execution of their duties

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

- 5.1.4 The Department retains the right to ascertain from the Private Security Industry Regulatory Authority as to whether the Supervisors and Security Officers are in good standing with the Private Security Industry Regulatory Authority

5.2 Uniforms and identification

- 5.2.1 The successful bidder shall undertake to ensure that each member of his/her security personnel will at all times when on duty be fully equipped in respect of

(a) A neat and clearly identifiable uniform of the company, which will include matching rain coats and overcoats for personnel performing duties outside the building

(b) Appropriate personal protective equipment (PPE)

(c) A clear identification card of the company with the member's photo, name and employee number on it, worn conspicuously on his/her person at all times.

(d) Alternatively the valid identification card issued by the Private Security Industry Regulatory Authority

5.3 Records on Security personnel

- 5.3.1 Bidders must keep proper files as well as appropriate documents of all security personnel, who are employed for rendering the service to the Department available for inspection by representatives of the Department. The appropriate documents shall include, inter alia, the following; Scholastic, training, registration and medical certificates

5.4 Registers to be utilized and maintained

The successful bidder must ensure that the Occurrence Register, Asset register and Access Control Register / Forms, which are available on the site, is utilized and maintained as required:

All registers will be retained by the department at the end of the contract.

- 5.4.1 **Occurrence Register** - The purpose of this register is to keep record of all incidents, occurrences, or observations made by the Security Officer's whilst

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

on duty for later reference

(i) **Compulsory Entries:** All listed routine procedures such as patrols undertaken, handing over of shifts, etc., the procedures followed, by whom and the time of commencement. These entries must all be made clearly legible, in black ink

(ii) All occurrence/events however important, slight or unusual, with reference to the correct time and relevant actions taken must be noted in a clearly legible black ink

(iii) All security personnel activities - especially deviations in respect of the duty list - indicating particulars of the personnel and relevant times

(iv) The issue and/or receipt of keys, indicating the time and by whom they were received and delivered

(v) The unlocking/locking of doors/gates, indicating the time and by whom they were locked/unlocked

(vi) The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case personnel taking over as well as personnel handing-over must sign the entries

(vii) **Occurrence register - Read :** After handing-over of the shifts, the personnel who has come on shift must make an entry that he / she has read the occurrence register in order to acquaint himself / herself with events that occurred during the previous shift

(viii) **All shifts by Supervisors and Management:** These entries must be done in legible red ink

(ix) Officials of the Department shall pass on in writing, all additional requests in respect of the rendering of the service

(x) Under no circumstances may an entry in the occurrence register be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialled at the side

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

5.4.2 **Pocket Book**

(i) Apart from the occurrence book mentioned above the following registers shall be utilized by the Security Officers in rendering service to the Department of Employment and Labour.

Purpose: The purpose of the pocket book is to note down all incidents occurring or observations made by a security guard / officer during a turn of duty, for later reference.

Requirement: During their turns of duty all security personnel must have a pocket book on their possession

(ii) All occurrence / events, however important, slight or unusual, referring to the following:

1. Reporting on and off duty.
2. Nature of the incident.
3. Extent of occurrence or event.
4. The Security Officer should record any incident taking place during the execution of the duty.
5. Supervisor visiting the site should sign in the Security Officers pocket book to ensure that he / she visited the officers on site. Supervisor's entry should be in a red pen.

The pocket book also helps the Security Officer with his / her performance evaluation

5.4.3 **Shift Rosters** - Purpose: The purpose of the shift roster is to serve as proof, at all reasonable times that all personnel who should be on duty per shift, are indeed on duty

(i) Drawing up a shift roster: Daily, weekly, monthly shift roster of all security personnel must be drawn up by the successful bidder and kept on site where the service is rendered

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

(ii) **Changes to the shift roster:** Any changes to the shift roster shall be crossed out by a single line, initialled, dated and noted in the occurrence register

(iii) **Duty sheet** - The purpose of the duty sheet is to ensure that all security personnel on duty are familiar with their duties as required for the contract

(iv) The successful bidder must have a fully expounded duty sheet available at each duty point of the site

5.4.4 **Access control register:** The purpose of the access control register is to record all visitors entering the premises, all departmental officials without identification cards, register all officials working after hours. This register is also applied during weekends and public holidays, and the following information should be recorded:

- Date and time of visit and departure
- Surname and initials of the visitor
- Proof of Identification
- Car registration number if applicable
- Purpose of visit and person to be visited
- Contact Details of the visitor

The Security Officer on duty must ensure that all persons complete the register correctly. This means that the Security Officer ensures that the correct time and signature of the persons is entered correctly

Access to the building after hour must be checked and recorded correctly with full details of the officials.

5.4.5 **Asset register:** The purpose of asset register is to keep record of all asset movements, by recording the serial numbers, model and make of the assets including time, date the asset was moved from and into the premises

5.5 (i) **Two-way radios and cellular phone** - The purpose of the two-way radio

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

phone is to ensure that there is immediate communication between the various duty points on the site and with the successful bidder's control room

(ii) Hand held 2 way radios and **cellular phones**: The hand held radios and **cellular phone** must be in good working condition at all times and they must be handed to the Security Officer patrolling the site for immediate communication with the base station.

5.6 Contact with Departmental Representative

(i) The Site Manager or Supervisor must immediately report any abnormal and or noteworthy incident to the Departmental Representative.

(ii) A meeting, where formal discussions can be held between the Departmental Representative and Successful Bidders Supervisor / Manager or Successful bidder himself / herself, must be held at least once a month. The Department will keep the minutes of the meeting.

(iii) The successful bidders shall furnish a monthly and quarterly report of the security service, incidents, etc. which transpired in the previous month to the responsible manager or delegated official in the Department of Employment and Labour

5.7 Maximum shift hours

No security personnel may be allowed to work a daily shift longer than (12) twelve hours.

5.8 Lost articles

Definition: Lost articles found at the site and of which the ownership could not immediately be established.

All lost articles must immediately be handed in at the security control room on site for safekeeping and recorded in the occurrence register. Thereafter it must be handed to the Departmental Representative.

5.9 Inspections

5.9.1 A thorough inspection of the service shall be performed by Departmental

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

officials as well as the successful bidder at least monthly.

- 5.9.2 The Department retains the right to inspect the service rendered by the successful bidder at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.
- 5.9.3 The Department retains the right to require from the successful bidder, that any of his / her employees be replaced, should justifiable reasons exist, in which case the employee must leave the site immediately. The Department will not be held responsible for any damages or claims which may arise. The successful bidder indemnifies the department against any such claims and legal expenses.
- 5.9.4 All security personnel shortages must be noted in the occurrence register by the relevant people as indicated in this document.

NB: The Department's representative will have the right to check at any given time whether sufficient personnel are available on site in terms of the conditions.

5.10 Labour unrest incidents

- 5.10.1 Labour unrest on site: If the service is interrupted / or temporary deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the successful bidder, the parties must come to an agreement on methods to ensure continuation of the security service. The contingency plan of the Department will be in place.

5.11 General

- 5.11.1 The successful bidder's personnel must at all-time refrain from littering and they must keep the grounds / building / work area occupied by them clean, hygienic and neat.
- 5.11.2 Under no circumstances will any security personnel be allowed to trade on the premises.

5.12 Additional requirements

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

- 5.12.1 A direct line of communication must be established between the security control room (on-site) and the control room of the successful bidder.
- 5.12.2 **The contract is valid for a period of thirty-six months (36)** and the Department reserves the right to terminate the contract with immediate effect if the Successful bidder is not rendering the service in terms of the contract and service level agreement. This will be done in line with the policies of the Department of Employment and Labour

6. LEGISLATIVE REQUIREMENTS

Bidders must comply with the following Labour Legislations:

6.1	All the prescribed conditions as per the Basic Conditions of Employment Act 75 of 1997 and as set out by National Bargaining Council for the Private Security Sector must be adhered to e.g. minimum wage;
6.2	All the requirements as per Labour Relations Act no 66 of 1995
6.3	The Compensation for Occupational Injuries and Diseases Act no 130 of 1993;
6.4	The Unemployment Insurance Contributions Act, No. 4 of 2002;
6.5	The Unemployment Insurance Act no 63 of 2001;
6.6	The requirements of Private Security Industry Regulatory Act(PSIRA) 56 of 2001;
6.7	The Occupational Health and Safety Act 85 of 1993;
6.8	Employment Services Act,4 of 2014
6.9	Employment Equity Act 55 of 1998
6.10	National Minimum Wage Act 9 of 2018

7. OBLIGATIONS OF THE SUCCESSFUL BIDDER

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

- 7.1 To oversee all security activities performed by security personnel;
- 7.2 To handle all problems experienced by security personnel on site;
- 7.3 To attend all problems regarding payments of Security Officers;
- 7.4 To ensure that there is always security equipment required on site according to the specification;
- 7.5 To ensure that Security Officers are given continuous training;
- 7.6 To train personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site;
- 7.7 To liaise with the Provincial representative responsible for security services and where applicable with the department's representative on-site;
- 7.8 To provide adequate security personnel as required by the Department of Employment and Labour for the successful rendering of security service as stipulated in the contract;
- 7.9 Shortage of security personnel should be recorded in the occurrence book by the supervisor. Department of Employment and Labour shall also keep their own record with regard to shortage of Security Officers and recoveries will be done.
- 7.10 Ensures that successful bidder's security personnel are familiar and knowledgeable on how to handle emergency situations;
- 7.11 Ensures that registers are neat, legible and updated at all times;
- 7.12 Ensures that Security Officers are always in uniform and display their PSIRA registration cards;
- 7.13 Holds weekly meetings with his / her supervisor;
- 7.14 Holds monthly meetings with Departmental representative;
- 7.15 Ensures that all security staff understands the needs and expectation of the secondary clients (e.g. visitors) and primary clients (e.g. employees) of the

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Department of Employment and Labour;

- 7.16 Ensures that all security staff understands the *Batho Pele principles* and apply at all times and present themselves well to the staff members and to the public;
- 7.17 The successful bidder must, at his own expense, take out sufficient insurance cover against any claims, costs, loss and / or damage ensuing from his obligations and he must ensure that such insurance remains operative for the duration of this agreement;
- 7.18 A copy of such insurance contract shall be handed to the departmental representative on commencement of the service and every quarter for the duration of the contract;
- 7.19 The successful bidder may not, unless otherwise specified, make use of any of the State's equipment, aids and / or property, for purposes of compliance with the conditions, which equipment, aids and / or property include, *inter alia*, vehicles, stationery, rooms and furniture;
- 7.20 The successful bidder shall not erect or display any sign, printed material, painting, name plates, advertisement, and article or object of any nature whatsoever, in or against State buildings or sites or any part thereof without written consent from Department of Employment and Labour.
- 7.21 The Bidder must ensure that the security officers do the following:**
- 7.21.1 Practice Access Control procedures in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985);
- 7.21.2 The Security Officers shall be responsible for the protection of State property on the site, and the protection of the said property against theft, fire and vandalism;
- 7.21.3 The protection of the State's officials against any injuries, threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, (Act 51 of 1977);
- 7.21.4 Protect State information against any espionage and/or leakage of information to the wrong hands;

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

- 7.21.5 Controlling or reporting on the movement of persons or vehicles through checkpoints or gates;
- 7.21.6 Conduct searches on staff members, members of the public and, if necessary, restrain them;
- 7.21.7 Patrol the premises of Department of Employment and Labour;
- 7.21.8 React to emergency situations;
- 7.21.9 Ensure that security registers are up to date and kept legible and neat at all times;
- 7.21.10 Check and record all movement of assets in and out of the site;
- 7.21.11 Security Officers shall report on duty on time as requested by the Department of Employment and Labour;
- 7.21.12 Security Officers found guilty of any offence stipulated in this agreement shall be removed from site immediately
- 7.21.13 Security Officers should avoid any conflicts with the staff members or members of the public;
- 7.21.14 Security officers shall report any lost and found goods and articles to supervisors;
- 7.21.15 Security officers who are under the influence of any intoxicated substance cannot be allowed on site;
- 7.21.16 Act as an emergency officer after hours and report immediately at all times to the Department of Employment and Labour's representative;
- 7.21.17 Report all incidents related to emergencies to the Departmental representative immediately;
- 7.21.18 All incidents/events must be recorded in an occurrence book and reported to the successful bidder (including Public Holidays and weekends);
- 7.21.19 Regular report to be made by radio to the security control room;

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

- 7.21.20 The Security Guard should refrain from disclosing any information;
- 7.21.21 Security Guards must not be allowed to access IT networks, registers and communication networks;
- 7.21.22 Key control must also not form part of their responsibilities;
- 7.21.23 Inspect the premises and the vehicles parked on the premises together with the relevant officials of the Department of Employment and Labour in the mornings and in the afternoons during shift changes;
- 7.21.24 Signing over of all equipment and registers during shift changes;
- 7.21.25 To patrol the premises concerned and exercise crowd control (personnel protection included);
- 7.21.26 All patrol points should be visited;
 - 7.21.26.1 Intervals between patrols must be done hourly;
 - 7.21.26.2 Patrols must not be done in the same sequence/duration;
 - 7.21.26.3 Time and route must be rotated and recorded;
- 7.21.27 During patrols the Security Officer should ensure that;
 - 7.21.27.1 All outside doors to the building must be closed;
 - 7.21.27.2 If there are any windows open on the ground floor special attention should be given to these windows;
 - 7.21.27.3 All vehicles doors are locked, windows are properly closed, boots are locked and that the spare wheels are not missing where fitted underneath vehicles;
- 7.21.28 Act as an authorized officer in terms of the Access to Public Premises and Vehicles Act. 1985(Act 53 of 1985).
- 7.21.29 Duties at the gate**
 - 7.21.29.1 All State vehicles leaving the premises must be stopped and the security officer must ensure that the driver of each vehicle is in possession of the vehicle's

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

keys and trip authority and must complete the Vehicle register.

- 7.21.29.2 Ensure that no person wanders between the vehicles.
- 7.21.29.3 All persons entering/leaving the premises must be authorised and complete the After-hours register.
- 7.21.29.4 The gates must be kept locked at all times after normal working hours unless an authorised person is collecting/delivering a vehicle.

8. INDEMNITY

- 8.1 The successful bidder will be held liable for any damages or loss suffered by the department, as a result of the successful bidder's own or his employees' negligence or intent, which originated on the site.
- 8.2 The department shall not be liable for any loss or damage of any nature to any of the successful bidder's properties or any items kept at the department's sites, even in cases where the loss originated as a result of negligence or intent on the part of the department.
- 8.3 The department is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, that may be instituted against or incurred by the Successful bidder, and which arise from or are the result of any act or Omission by the Successful bidder or an employee or agent of the Successful bidder in connection with the execution of the services in terms of this contract which may result in the following cases:
 - 8.3.1 Loss of life or injuries which may be sustained by the security personnel during the execution of their duties.
 - 8.3.2 Damages to or destruction of any equipment or property of the successful bidder during the execution of their duties.

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

- 8.3.3 Any claims and legal costs which may ensue from the failure by or acts committed by security personnel against third persons, which acts include.
- 8.3.3.1 Illicit frisking, arrests and other illicit or wrongful deeds. The successful bidder shall be notified in writing of the particulars of each claim he is liable for.
- 8.3.3.2 Request further information from any bidder after the closing date of the bid (within 7 days)
- 8.3.3.3 Reserve the right to award the bid to a bidder who did not score the highest points.
- 8.3.3.4 Not make an award.
- 8.3.3.5 Cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or the knowledge of the bidder), firm or company (the expression "person, firm or company" shall include an authorised employee or agent of such a person, firm or company):
- a) Is executing a contract with government unsatisfactorily;
 - b) Has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the public service in connection with obtaining or executing a contract;
 - c) Has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence there-of being found guilty of criminal offence.
 - d) Has approached an officer or an employee in the public service before or after bids have called for, to influence the award of the contract in his favour;
 - e) Has withdrawn or amended their bid after the time set for the receipt

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

and opening of the bid;

- f) When advised that his bid has been conditional accepted, has given notice of his inability to execute or sign the contract or furnish any security requirements;
- g) Has entered into an agreement or arrangement, whether legally binding or not, with any other person firm or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party;
- h) Has disclosed to any other person, firm or company the exact or appropriate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation for the bid; the department of Employment and labour may, in addition to any other legal recourse which it may have, cancel the contract between the department and such person, or firm or company and or resolve that no bid from such a person, firm or company will be favourably considered for a specific period
- i) The department reserves the right to negotiate the final price.

9. GUIDELINES TO PRICING CALCULATIONS

Although the price quoted must be **firm/fixed** for the duration of the contract period, the following formula may be used to calculate the pricing over the three year period

$$Pa = (1-V) Pt D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} + V Pt$$

Where:

- Period = The period between price adjustments
- Pa = The adjusted price or rate for each period

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

V	=	The firm part of the price or rate which must not be smaller than 0,15
Pt	=	The price or rate on date of tender which will apply for the first period
1, to D4	=	The fraction of the price to be coupled to indices R1 to R4 respectively. (D1 to D4 must add up to 1
R1, to R4	=	The indices applicable, namely :
R1	=	salaries / wages, consumer price index PO 141.1 table 21
R2	=	transport, PO 141.1 table 16
R3	=	clothing and footwear, PO 141,1 table 16
R4	=	overheads, PO 141,1 table 26
O	=	The suffix which indicate the index number (figure) applicable on date of tender. For all practical purposes, an index number of three months before date of tender, may be used.
T	=	The suffix which indicate the index number to be used for the adjustment of the price or rate for the next period. Once again, an index number of three months before commencement on the next period may be used. Prices or rates as quoted, are firm for the first period and thereafter as adjusted for each period.

NB: There will be no price adjustments on the first 12 months. The price adjustment must not occur more than once in every 12 months, on the second

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

and third year of the service.

Bidders must split their total bid price in three years, i.e.

- the total price for the first year;
- the total price for the second year;
- The total price for the third year inclusive of the price adjustment (projections) as the total bid price will be firm for the duration of the contract.

The bidders should also take note of the CPI clause from the Statistics South Africa's website and also consider the Security officer's annual increase in the national minimum wage.

10. CRITERIA THAT WILL BE CONSIDERED IN EVALUATING THE BIDS: 80/20.

Bids invited on the basis of functionality as a criterion must be evaluated in two stages;

- First functionality must be assessed and then in accordance with the **80/20** preferential point systems
- Only bids that achieve the minimum qualifying score of **70 percent** for functionality will be evaluated further in accordance with the 80/20 preferential point systems.

10.1 FUNCTIONALITY STAGE

NB: Bidders should score 70/100 points or more in order to qualify for the 80/20 evaluation

EVALUATION CRITERIA	POINTS
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SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1.	<p>Relevant experience in the security industry</p> <ul style="list-style-type: none"> • Attach a copy of stand reference letters with the company letter head, signed off and stamped by the entities where the service is/was rendered. The stamp mustn't be older than 6 months. 	20
2.	<p>Demonstrate Locality of the business by attaching proof of residence in the name of the director or owner of the company or the company</p>	20
3.	<p>A detailed Project/work Plan</p> <ul style="list-style-type: none"> • Tabling daily activities shift rooster, occurrence register and other registers and supervisory activities. • Contingency plan • Response time in event of emergency • List of resources to be utilized. • Demonstrate electronic monitoring system that will be used at the site 	40
4.	<p>Financial Management: The bidder is required to submit bank rating/ grading letter.</p>	20
	<p>TOTAL POINTS</p>	<p>100</p>

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

80/20 PREFERENTIAL POINT SYSTEM

10.2

PRICE	80
SPECIFIC GOALS	20

Calculation of points for Specific goals

Points will be awarded to a bidder for attaining points on specific goals in accordance with the table below:

EME	6
HDI	4
WOMEN	5
YOUTH	2
DISABILITY	3

11. GOVERNMENT GENERAL CONDITION OF CONTRACT

The Government General Conditions of Contract (GCC) as outlined by National

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Treasury will be applicable for this Bid and will remain in force for the duration of the contract

12.	SPECIAL CONDITIONS OF THE BID
12.1	In case the office move, the prospective service provider will move the services without any additional charge to the department;
12.2	All security personnel, Directors and the Company itself shall be subjected to vetting;
12.3	Consent that all Managing Directors, Shareholders of the company and Site Managers, Supervisors and Security officers assigned to the site will be subjected to pre-screening before they can resume duties with the Department of Employment and Labour;
12.4	Security clearances of security personnel when requested by Department of Employment and Labour;
12.5	Consent of their employees that they do not object to signing a Declaration of Secrecy;
12.6	Proof of Liability Insurance Cover to be provided before the commencement of the contract to a minimum amount of R5 000 000.00 (R 5 million)

13. OTHER CONDITIONS

- 13.1 Any proposals received in response to this bid remain the (intellectual) property of the Department of Employment and Labour;
- 13.2 The successful bidder will be required to sign a Service Level Agreement (SLA) and a contract SBD7;
- 13.3 Prospective bidders must be registered on CSD and must have a corresponding commodity; if the relevant commodity is not registered on CSD the bid will be disqualified;
- 13.4 Bidders must ensure compliance on tax matters. If a bidder is a VAT vendor, he/she must indicate VAT portion in the bid before the grand total and add it up with the total to get the grand total of the bid;

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX
(36) MONTHS

- 13.5 Bidders who are non functional (emerging companies), must attach a letter for tender purposes for UI and COID in their bid document. Failure to attach will invalidate the bid;
- 13.6 The Department of Employment and Labour will work strictly according to the work schedule and if tasks indicated on the work schedule are not performed on time that will constitute a breach of contract and penalties will be levied;
- 13.7 Penalties will be negotiated and agreed on with the successful bidder at the beginning of the contract;
- 13.8 Bidders of existing companies must attach a valid letter of good standing from COID and a valid proof of registration from UIF. Failure to attach will invalidate the bid;
- 13.9 Bidders shall ensure that there are no missing or duplicated pages, the department shall not accept liability in regard to claims by bidders that pages are missing or duplicated.
- 13.10 Bidders are requested to submit **one original** copy of the proposal.
- 13.11 Bidders are advised on their spare time to visit the office by an appointment
- 13.12 Briefing session will be conducted and will be mandatory for all bidders at:
- Department of Employment and Labour**
- University Drive**
- Provident house**
- Mmabatho**
- 2735**
- 13.13 Bids will be valid for a period of **120 days**.

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

14. PRICE STRUCTURE TEMPLATE

N.B. ALL Bid Price Proposals must be completed in line with the following requirements:

- 14.1 Bid price proposal must be based on **ALL OF THE BID SPECIFICATIONS AND NOTHING MUST BE LEFT OUT**
- 14.2 A **Bid Price Proposal** excluding some of the required services (as outlined in the bid specifications) **shall not be accepted**
- 14.3 The Labour costs for the security staff (Supervisor and junior employees must not be below the approved national minimum wage determination as determined by the Bargaining council for private security.

ONLY PRICE PROPOSALS SUBMITTED IN LINE WITH THIS TEMPLATE SHALL BE ACCEPTED

Security officers (full time)	Full Time (per month)
Basic Salary	R
Provident Fund	R
Sick leave	R
Skill Development Levy (SDL)	R
UIF	R
COID	R
Bonus	R
Medical insurance	R
Uniform	R
Other allowances (please specify)	R

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Total monthly cost per security officer	R
Numbers of security officers	
Total monthly cost as per number of security officers	R

OVERTIME COST	
SUPERVISOR	
Saturday	R
Number of sessions (refer to tender document for specifications for after hours services)	
Sunday	R
Number of sessions (refer to tender document for specifications for after hours services)	R
TOTAL COST FOR SECURITY OFFICERS	R
TOTAL COST (SUPERVISOR AND SECURITY OFFICERS COMBINED)	R

SECURITY SERVICES	TOTAL COST PER MONTH
Overheads	R
Total bid price year 1	R
Total bid price year 2	R
Total bid price year 3	R
VAT	R
Total bid price (all costs included)	R

Name of BID SPEC & EVALUATION:

SPECIFICATION FOR RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX
(36) MONTHS

Signature: -----

Date: -----

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	VBG/02/2023	CLOSING DATE:	2024/02/29	CLOSING TIME:	11:00
DESCRIPTION	PHYSICAL SECURITY SERVICES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Room number 213, Second Floor					
Provident house, University Drive					
Mmabatho					
2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	TEBOGO MACHETHE		CONTACT PERSON	SYDNEY KOBO	
TELEPHONE NUMBER	018 387 8210		TELEPHONE NUMBER	018 387 8100	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Tebogo.Machethe@labour.gov.za		E-MAIL ADDRESS	Mmatlou.Kobo@labour.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
.....	
CLOSING TIME 11:00	CLOSING DATE...29/02/2024

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	----------------------------------------------------------------

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a total price for the duration of the period of the bid contract inclusive of all applicable taxes for the project R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

5.1 Other expenses as per PSIRA rating

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.....

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

Bid No.:

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid

7. Are the rates quoted firm for the full period of contract? *YES/NO

8. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

**PSIRA PRICING SCHEDULE GUIDELINE SHOULD BE TAKEN INTO CONSIDERATION WHEN QUOTING. IT WILL BE CONSIDERED WHEN EVALUATING THIS BID

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF EMPLOYEMENT AND LABOUR
PROVIDENT HOUSE, UNIVERSITY DRIVE
MMABATHO
ATTENTION: TEBOGO MACHETHE

Tel: 018 387 8210

Or for technical information –

Mr Sydney Kobo

Tel: 018 387 8100

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. 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

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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:

.....
.....

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 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

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.

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 bids invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS POINTS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) The 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals points.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
Specific goals	10
Total points for Price and Specific goals must not exceed	100

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. POINTS AWARDED FOR PRICE

2.1 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

$$P_s \square 80 \square \square 1 \square \frac{P_t \square P_{min} \square \square}{P_{min} \square} \text{ or } P_s \square 90 \square \square 1 \square \frac{P_t \square P_{min} \square \square}{P_{min} \square}$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining specific goals in accordance with the table below:

Goals	Number of points (90/10 system)	Number of points (80/20 system)
EME	3	6
HDI	2	4
WOMEN	2.5	5
DISABILITY	1.5	3
LOCALITY	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of specific goals must complete the following:

6. SPECIFIC GOALSPOINTS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 Specific goals points: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of specific goals.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be ii) subcontracted.....%
- iii) The name of the sub- iv) contractor.....
- v) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

viii) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals points have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....