



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT INVITES ALL INTERESTED PARTIES TO SUBMIT BIDS FOR REQUIREMENTS AS STIPULATED BELOW:

DOCUMENT NUMBER:	RFB 02-2025	
RFB ISSUE DATE:	15 August 2025	
Non-Compulsory Virtual Briefing Session	21 August 2025 at 10h00am	
Compulsory Site Inspection	27, 28 and 29 August 2025	
Closing Date for written Question	03 September 2025	
Publishing of Answers in Departmental Website	05 September 2025	
RFB Closing Date and Time:	10 September 2025 at 11h00am	
RFB VALIDITY PERIOD:	90 Days	
DESCRIPTION:	REQUEST FOR BID FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT, DELIVERY & INSTALLATION OF SECURITY GUARDBOUSES FOR VARIOUS MAGISTRATE COURTS AT MPUMALANGA PROVINCE	
PERIOD:	TO BE COMPLETED WITHIN FOUR MONTHS	
COMPULSORY SITE INSPECTION DATES	COMPULSORY PHYSICAL SITE INSPECTION WILL BE HELD ON AS PER BELOW TABLE:	
	SITE NAME	DATE & TIME
	SABIE MAGISTRATE COURT	27 August 2025 at 09h30am
	BELFAST MAGISTRATE COURT	27 August 2025 at 14h00pm
	PIET RETIEF MAGISTRATE COURT	28 August 2025 at 09h30am
	EVANDER MAGISTRATE COURT	28 August 2025 at 14h00pm
	MIDDELBURG MAGISTRATE COURT	29 August 2025 at 09h30am
	MARAPYANE PERIODICAL COURT	29 August 2025 at 14h00pm
RESPONSES TO THIS RFB MUST BE FORWARDED TO:	BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, (DOJ&CD) PRETORIA CENTRAL	
ENQUIRIES:	E-Mail Address: SCM@justice.gov.za	

[Signature]
15/08/2025

REQUEST FOR BID NO. 02 2025
APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT, DELIVERY &
INSTALLATION OF SECURITY GUARDBOUSES FOR VARIOUS MAGISTRATE COURTS AT
MPUMALANGA PROVINCE

ANNEXURE A1



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Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

**REQUEST FOR BID FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE
PROCUREMENT, DELIVERY & INSTALLATION OF SECURITY GUARDBOUSES
FOR VARIOUS MAGISTRATE COURTS AT MPUMALANGA PROVINCE**

RFB NUMBER: 02 2025
Date Issued: 15 August 2025 at 10h00am
Closing date and time: 10 September 2025 at 11h00am
Bid Validity Period: 90 days

TENDER BOX ADDRESS:

**BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED
AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, DEPARTMENT OF JUSTICE AND
CONSTITUTIONAL DEVELOPMENT, PRETORIA CENTRAL**

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable documents and schedules

T2.1 List of Returnable documents and schedules

T2.2 Returnable documents and schedules

THE CONTRACT

Part C1: Contract data

C1.1 Form of offer and acceptance

C1.2 Contract Data

C1.2.1 General Conditions of Contract

Part C2: Pricing data

C2.1 Pricing Instructions

C2.2 Bill of Quantities

Part C3: Scope of work

C3.1 Description of Works

C3.2 Execution of Repairs

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Part C1: Contract data

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C1.2 Contract Data

C1.2.1 General Conditions of Contract

Part C2: Pricing data

C2.1 Pricing Instructions

C2.2 Bill of Quantities

Part C3: Scope of work

C3.1 Description of Works

C3.2 Execution of Repairs

Part T1: Tendering procedures

T1.1 Tender Notice and Invitation to Tender

The Department of Justice and Constitutional Development hereby invite Tenders for:

Project Title:	REQUEST FOR BID FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT, DELIVERY & INSTALLATION OF SECURITY GUARDBOUSES FOR VARIOUS MAGISTRATE COURTS AT MPUMALANGA PROVINCE
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Tender Number:	RFB 02 2025	Advertising Date:	15 August 2025
Closing Date:	10 September 2025	Closing Time:	11h00am
Validity Period:	90 Days		

It is estimated that tenderers should have a CIDB contractor grading designation of **3GB** or higher.

The bidder must be registered on Central Supplier Database (CSD) and provide CSD registration number on SBD1 or CSD Registration Report printed within the bid advertisement period and closing date.

The 80/20 preferential procurement system will be used when considering tenders.

No telegraphic, telephonic, telex, facsimile, and late tenders will be accepted. All late submissions will be returned unopened.

A **non- compulsory** briefing session with prospective bidders will take place virtually:

Date: 21 August 2025
Starting Time: 10h00am

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A **compulsory** site inspection meeting with representatives of the Client will take place at listed locations below **There will be 6 site inspections as per table below:**

	SITE NAME	PHYSICAL ADDRESS	DATE FOR SITE INSPECTION
Site 1	SABIE MAGISTRATE COURT	The Magistrate Court Private Bag X 507 C/o Main and Seventh St. SABIE 1260	27 August 2025 at 09h30am
Site 2	BELFAST MAGISTRATE COURT	The Magistrate Court Private Bag X 601 100 Van Riebeeck St. EMAKHAZENI (Belfast) 1100	27 August 2025 at 14h00pm
Site 3	PIET RETIEF MAGISTRATE COURT	The Magistrate Court Private Bag X 5 23 Church St. EMKHONDO (PIET RETIEF) 2380	28 August 2025 at 09h30am
Site 4	EVANDER MAGISTRATE COURT	The Magistrate Court Private Bag X 1006 1 Bologna St. EVANDER 2280	28 August 2025 at 14h00pm
Site 5	MIDDELBURG MAGISTRATE COURT	The Magistrate Court Private Bag X 1804 16 Dr Beyers Naude St. MIDDELBURG 1050	29 August 2025 at 09h30am
Site 6	MARAPYANE PERIODICAL COURT	The Periodical Court Marapyane Stand No. 30015 SKILPADFONTEIN (Marapyane) Next to Satellite Police Station 0431	29 August 2025 at 14h00pm

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Queries relating to the technical specification of these documents may be addressed to:

Email: scm@justice.gov.za

The physical address for delivery of hardcopy tender documents is:

Department of Justice and Constitutional Development

Momentum Building

1st Floor

329 Pretorius Street

Pretoria

0001

T1.2 Tender Data

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (refer: www.cidb.org.za). The Standard Conditions of Tender make several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Wording
F1.1	The employer is the Department of Justice and Constitutional Development
F1.2	<p>The tender documents issued by the employer comprise:</p> <p>PART T1: TENDERING PROCEDURES</p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p>PART T2: RETURNABLE DOCUMENTS</p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA</p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract Data</p> <p>C1.3: Form of Guarantee (Pro Forma)</p> <p>PART C2: PRICING DATA</p> <p>C2.1: Pricing Data</p> <p>C2.2: Bills of Quantities</p> <p>PART C3: SCOPE OF WORKS</p> <p>C3: Scope of Works</p> <p>C3.1: Description of the Works</p> <p>C3.2: Location</p> <p>C3.3: Completion Date</p> <p>C3.4: Guarantee Period</p> <p>C3.5: Building Works</p> <p>C3.6: Project Scope Deliverables</p> <p>PART C4: SITE INFORMATION</p>
F.1.3	<p>The Employer's agent is:</p> <p>N/A</p>
F.2	Tenderers who satisfy the following criteria may be considered:
F.2.1.1	<p>A. Eligibility in respect of CIDB Registration</p> <p>Only those tenderers who are registered with the CIDB, in a contractor designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the 3GB class of construction work; and the combined contractor grading designation

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calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3GB** class of construction works

B. Registration with Central Supplier Database

Only those tenderers who are registered with Central Supplier Database are eligible to apply for this Bid.

C. Functional Evaluation

Failure to meet a minimum functionality will result in the bidder being disqualified:

CRITERIA	0	1	2	3	4	5	WEIGHT
<p>1. Track record of number of Building Projects executed as per CIDB categories</p> <p>Proof that the bidder has successfully supplied, constructed, and commissioned prefabricated buildings or modular structures within the Light Steel Construction / Prefabricated Building Industry. Attachment of the following: -</p> <p>Completion Certificates indicating project/s and the Rand value of the General Building Projects executed in the past ten (10) years as at the closing date of the tender.</p> <p>Number of Project/s completed:</p> <ul style="list-style-type: none"> • Five (5) or more Projects = 5 points • Four (4) Projects = 4 points • Three (3) Projects = 3 points • Two (2) Projects = 2 points • One (1) Project = 1 point 							20

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	<p>2.3. Proof that a qualified Safety Officer has an adequate working experience as a Safety Officer</p> <p>Submit Curriculum Vitae with contactable reference which include Name of Employer, description of responsibilities working as a Safety Officer. Start date, Finish date.</p> <ul style="list-style-type: none"> • Experience above five (5) years = 5 points. • Experience above four (4) to five (5) years = 4 points. • Experience of three (3) years to four (4) years = 3 points • Experience of above one (1) year and below three (3) years = 2 points. • Experience of One (1) year and below = 1 point. • No experience = 0 point. 							15		
	<p>3. Approach and Methodology:</p> <p>Approach and Methodology in the supply, delivery and installation of Security guard houses under the following five (5) aspects:</p> <ol style="list-style-type: none"> Procurement of material plan. Installation plan. Time frames schedules Site meeting plans Signing off and handing over project plan. <p>Rating Scale</p> <ul style="list-style-type: none"> • Bidder provided all 5 aspects plans = 5 points. • Bidder provided 4 aspects plan = 4 points • Bidder provided 3 aspects of plan = 3 points 							20		

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	<ul style="list-style-type: none"> Bidder provided 2 aspects of the project plan = 2 points Bidder provided 1 aspects of the project plan = 1 point No plans provided = 0 point. 										
	<p>4.Financial Stability:</p> <p>Financial capability and capacity whether the tenderer have access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims).</p> <p>Letter from the bank to confirm their cash flow and/or proof of bridging finance or overdraft facilities etc.</p> <p>Rating Scale:</p> <p>Bidder has access to financial resources of R 1.4 million and above = 5 points</p> <p>Bidder has access to financial resources of R 1.1 million and less than R1.4 million = 4 points</p> <p>Bidder has access to financial resources of R800 000 and less than R1.1million = 3 points</p> <p>Bidder has access to financial resources of R600 000 and less than R800 000 = 2 points</p> <p>The Bidder has access to financial resources of less than R600 000 = 1 point</p>							10			

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	No letter from the bank confirming cash flow or proof of bridging finance/overdraft facilities = 0 points									
	TOTAL								100	
F2.2	Cost of tendering: Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements									
F2.3	Confidentiality and copyright of documents: Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.									
F2.4	Briefing session and Site inspection: A non-compulsory virtual briefing session with representatives of the employer will be held on 21 August 2025 at 10h00am. A compulsory Site inspection meeting will be held as per schedule in page 5 of the document.									
F2.5	Pricing the tender offer									
F2.5.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data									
F2.5.2	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data									
F2.5.3	State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies									
F2.6	Alterations to documents									

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	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
F2.7	Submitting a tender offer
F2.7.1	Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
F2.7.2	Return all returnable documents to the employer after completing them in their entirety by writing legibly in non-erasable ink.
F2.7.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
F2.7.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer
F2.7.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address
F2.7.6	A two-envelope system shall be followed The bidders must place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
F2.7.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
F2.7.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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F2.7.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data
F2.8	Closing time The closing date and time for submission of offer is as per Notice and Invitation to Tender T1.1
F2.9	Tender offer validity The tender offer validity is as per Notice and Invitation to Tender T1.1
F3.4	Opening of tender submissions The time and location for the opening of the tender offers are: Time: 11h00am Date: 10 September 2025 Location: Momentum building 329 Pretorius street Pretoria.
F.3.4.2	Tenders will be opened immediately after the closing time and read out in public and names of the bidders will be announced in public.
F.3.4.3	Names of bidders will be uploaded on National Treasury E-Tender portal and CIDB portal.
F3.6	Non-disclosure Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
F3.9	Arithmetical errors, omissions and discrepancies
F3.9.1	Check responsive tender offers for: (a) the gross misplacement of the decimal point in any unit rate; (b) omissions made in completing the pricing schedule or bills of quantities; or (c) arithmetic errors in: (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices or (ii) the summation of the prices
F3.9.2	The employer must correct the arithmetical errors in the following manner: a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously

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	<p>gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.</p>
F3.11	Evaluation of tender offers
F3.11.1	<p>General</p> <p><i>The tender evaluation method to evaluate all responsive tender offers will be Method 4.</i></p> <p><i>The procedure for the evaluation of responsive tenders is 80/20 Point system: Price and Specific goals. Apply the 80/20 Preference Point system where a maximum of eighty (80) tender adjudication point be awarded for price & twenty (20) points will be awarded for specific goals in terms of the PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) (Act 5 of 2000) and PREFERENTIAL PROCUREMENT REGULATIONS 2022.</i></p>

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The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 million (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

The maximum 20 points may be awarded to a tenderer for specific goals specified for the tender as follows:

The 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)
Enterprises with ownership of 51% or more by person/s who are black person/s	10	
Enterprises with ownership of 51% or more by person/s who are woman	5	
Enterprises with ownership of 51% or more by person/s who are youth	3	
Enterprises with ownership of 51% or more by person/s with disability	2	

The points score for specific goals must be added to the point scored for price and the total must be rounded off to the nearest two decimal places.

The contract must be awarded to the tenderer who score the highest number of points.

F3.13

Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

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	<p>c) has the legal capacity to enter into the contract,</p> <p>d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,</p> <p>e) complies with the legal requirements, if any, stated in the tender data, and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
F3.16	Notice to unsuccessful tenderers
F3.16.1	The successful tenderer will be notified of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.
F3.16.2	After the successful tenderer has been notified of the employer's acceptance of the tender, other tenderers will be notified that their tender offers have not been accepted.
F3.17	<p>Provide copies of the contracts</p> <p>The successful tenderer will be provided with the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.</p>

F3.11 EVALUATION OF TENDER OFFERS

1. BID EVALUATION STAGES

- a. The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.

Stage	Description	Applicable for this bid YES/NO
Stage 1	Administrative pre-qualification verification	YES
Stage 2	Technical Mandatory requirement evaluation	YES
Stage 3	Functionality requirement evaluation	YES
Stage 4	Price / Specific Goals evaluation	YES

- b. The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.
- c. The Department has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

STAGE 1: ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

- a. All documents listed below must be completed and signed by the duly authorized representative of the prospective bidder(s). During this stage Bidders' responses will be evaluated based on compliance with the listed administration bid requirements.

DOCUMENTATION TO BE FULLY COMPLETED AND SUBMITTED BY THE BIDDER		
INVITATION TO BID – SBD 1	YES	<ul style="list-style-type: none"> Fully complete and sign the supplied document.
PRICING SCHEDULE SBD 3.1 Pricing Schedule Annexure A	YES	<ul style="list-style-type: none"> Fully complete and sign the supplied document
DECLARATION OF INTEREST – SBD 4	YES	<ul style="list-style-type: none"> Fully complete and sign the supplied document.
PREFERENTIAL PROCUREMENT PREFERENCE POINTS – SBD 6.1	YES	<ul style="list-style-type: none"> Fully complete and sign the supplied document.
DOCUMENT SIGNATURES	YES	<ul style="list-style-type: none"> All submitted documents must be initialled on each page.
REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)	YES	<ul style="list-style-type: none"> The bidder must be registered on Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your Bid. Must submit CSD MAAA number.
GOOD STANDING ON TAX AFFAIRS	YES	<ul style="list-style-type: none"> The bidder must be in good standing with SARS in respect of any legislative tax commitments and must provide together with the bid response a SARS Pin Number for verification purposes.

- b. If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if the Department will accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) working days any supplementary information to achieve full compliance.

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STAGE 2: TECHNICAL MANDATORY REQUIREMENTS EVALUATION.

If the Bidder fails to comply with any of the technical mandatory requirements the bid will not be considered for further evaluation.

TECHNICAL MANDATORY REQUIREMENTS			
No.	Requirement	Compulsory	Proof of Evidence
1.	Attendance of compulsory site inspection meeting.	Yes	Site inspection attendance register
2.	Registration on CIDB Grading 3GB or higher.	Yes	Valid Proof of registration with CIDB
3.	Registration with COIDA	Yes	Valid Proof of registration with COIDA (certified copy)
4	The tenderer must submit a company organogram with CVs and certified ID's of all principals and employed workforce.	Yes	Company Organogram with CV's and certified ID's of all principals and employed workforce engaged in the project.
5.	Qualified Project Manager	Yes	Built - environment qualification. (SAQA accredited.)
6.	Professional Registration for Electrician and Safety Officer.	Yes	<p>Proof of professional registration certificate with professional bodies.</p> <p>1.Electrician- Registration with DoL (Department of Labour) as an electrician</p> <p>2.Safety Officer- must be professionally registered with either: (a) the South African Council for the Project and Construction Management Professions (SACPCMP), established under Act 48 of 2000; or (b) the South African Institute of Occupational Safety and Health (Saioh), recognised by SAQA as a professional body.</p>

STAGE 3: FUNCTIONALITY REQUIREMENT AND EVALUATION

1. TECHNICAL FUNCTIONAL CRITERIA

- a) Only Bidders that have met the Pre-Qualification Criteria in (Stage 1, & 2) will be evaluated in Stage 3 for functionality. Functionality will be evaluated out of 100 points based on the written proposal and a presentation / demonstration.
- b) Bidders will be required to achieve minimum threshold of **60** points to progress to the next Phase.

1.1. EVALUATION CRITERIA

Score	Meaning	Explanation
0	<ul style="list-style-type: none"> ○ No evidence ○ Non-responsive 	Does not comply, no evidence / no reference / no information / no inputs.
1	<ul style="list-style-type: none"> ○ Very poor 	Information provided does not meet the technical requirements.
2	<ul style="list-style-type: none"> ○ Poor ○ Inadequate 	Not satisfactory. Information and/or evidence provided is not enough to clearly substantiate the bidder's capabilities and/or experience in that service category.
3	<ul style="list-style-type: none"> ○ Satisfactory ○ Average 	Satisfactory. The bidder displays a fair understanding of the service requirements and the Information and/or evidence provided is enough to display their capabilities and/or experience to deliver the service.
4	<ul style="list-style-type: none"> ○ Good ○ Fully meet requirement 	Fully meets the specification requirement. The bidder displays a good (above average) understanding of the service requirements and the Information and/or evidence provided is enough to clearly substantiate their capabilities and/or experience to deliver the service.
5	<ul style="list-style-type: none"> ○ Exceed requirements ○ Very good / Best practice 	Exceeds the specification requirement. The bidder displays an excellent understanding of the service requirements and the Information and/or evidence provided clearly proves that the bidder is without a doubt capable of delivering the service.

1.2. DETAILED TECHNICAL FUNCTIONAL CRITERIA

TECHNICAL/FUNCTIONAL EVALUATION CRITERIA

Below are the evaluation criteria to assess functionality / quality

CRITERIA	0	1	2	3	4	5	WEIGHT	TOTAL
1. Track record of number of Building Projects executed as per CIDB categories Proof that the bidder has successfully supplied, constructed, and commissioned prefabricated buildings or modular structures within the Light Steel Construction / Prefabricated Building Industry. Attachment of the following: - Completion Certificates indicating project/s and the Rand value of the General Building Projects executed in the past ten (10) years as at the closing date of the tender. Number of Project/s completed: <ul style="list-style-type: none"> • Five (5) or more Projects = 5 points • Four (4) Projects= 4 points • Three (3) Projects= 3 points • Two (2) Projects= 2 points • One (1) Project = 1 point • No track record/project/s executed = 0 Points 							20	
2. Technical qualifications & Technical Competence 2.1. Proof that a Project Manager has an adequate working experience as a Project manager within a Built - environment. Submit Curriculum Vitae with contactable reference which include Name of Employer, description of responsibilities working as a Project Manager. Start date, Finish date.							20	

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CRITERIA	0	1	2	3	4	5	WEIGHT	TOTAL
<ul style="list-style-type: none"> Experience above five (5) years = 5 points. Experience above four (4) to five (5) years = 4 points. Experience of three (3) years to four (4) years = 3 points Experience of above one (1) year and below three (3) years = 2 points. Experience of One (1) year and below = 1 point. No experience = 0 point. <p>2.2. Proof that a qualified Electrician has an adequate working experience as an electrician</p> <p>Submit Curriculum Vitae with contactable reference which include Name of Employer, description of responsibilities working as a Electrician. Start date, Finish date.</p>							15	
<ul style="list-style-type: none"> Experience above five (5) years = 5 points. Experience above four (4) to five (5) years = 4 points. Experience of three (3) years to four (4) years = 3 points Experience of above one (1) year and below three (3) years = 2 points. Experience of One (1) year and below = 1 point. No experience = 0 point. <p>2.3. Proof that a qualified Safety Officer has an adequate working experience as a Safety Officer</p> <p>Submit Curriculum Vitae with contactable reference which include Name of Employer, description of responsibilities working as a Safety Officer. Start date, Finish date.</p>							15	
<ul style="list-style-type: none"> Experience above five (5) years = 5 points. 								

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CRITERIA	0	1	2	3	4	5	WEIGHT	TOTAL
<ul style="list-style-type: none"> • Experience above four (4) to five (5) years = 4 points. • Experience of three (3) years to four (4) years = 3 points • Experience of above one (1) year and below three (3) years = 2 points. • Experience of One (1) year and below = 1 point. • No experience = 0 points. 								
<p>3. Approach and Methodology:</p> <p>Approach and Methodology in the supply, delivery and installation of Security guard houses under the following five (5) aspects:</p> <p>a) Procurement of material plan.</p> <p>b) Installation plan.</p> <p>c) Time frames schedules</p> <p>d) Site meeting plans</p> <p>e) Signing off and handing over project plan.</p> <p>Rating Scale</p> <ul style="list-style-type: none"> • Bidder provided all 5 aspects plans = 5 points. • Bidder provided 4 aspects plan = 4 points • Bidder provided 3 aspects of plan = 3 points • Bidder provided 2 aspects of the project plan = 2 points • Bidder provided 1 aspects of the project plan = 1 point • No plans provided = 0 points. 							20	

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CRITERIA	0	1	2	3	4	5	WEIGHT	TOTAL
4.Financial Stability: Financial capability and capacity whether the tenderer have access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims). Letter from the bank to confirm their cash flow and/or proof of bridging finance or overdraft facilities etc. Rating Scale: Bidder has access to financial resources of R 1.4 million and above = 5 points Bidder has access to financial resources of R 1.1 million and less than R1.4 million = 4 points Bidder has access to financial resources of R800 000 and less than R1.1million = 3 points Bidder has access to financial resources of R600 000 and less than R800 000 = 2 points The Bidder has access to financial resources of less than R600 000 = 1 point No letter from the bank confirming cash flow or proof of bridging finance/overdraft facilities = 0 points Non-responsive or below R300 000 rating score = 0							10	
TOTAL							100	

2. JOINT VENTURES, CONSORTIUMS AND TRUSTS

- a) Tenderers must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The Department will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- b) The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

3. MANDATORY REQUIREMENT EVIDENCE

- a) Compulsory Site inspection Attendance Register
- b) Tenderer to attach CIDB print-out. Registration will be verified online and if not valid on day of award, tenderer will be disqualified
- c) Valid proof of registration with COIDA. (certified copy)
- d) Company organogram and CV's of all employed workforce engaged in the project.
- e) Certified Safety Officer must be professionally registered with either: (a) the South African Council for the Project and Construction Management Professions (SACPCMP), established under Act 48 of 2000; or (b) the South African Institute of Occupational Safety and Health (Saioh), recognised by SAQA as a professional body. Certificates of registration with DoL (Electrician)
- f) SAQA accredited built- environment qualification for the Project manager.

4. SPECIAL CONDITIONS OF CONTRACT REQUIREMENTS

1. INSTRUCTION

- a) The successful Supplier will be bound by Government Procurement: General Conditions of Contract (GCC), Joint Building Contract Committee (JBCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, the Department reserves the right to include or waive the condition in the signed contract.
- b) The Department reserves the right to automatically disqualify a bidder for not accepting these conditions.
- c) In the event the bidder, qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, the Department will invoke the rights reserved in accordance with subsection 1 (b) above.

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- d) The bidder must complete the declaration of acceptance as per section 18. below by marking with an "X" either "ACCEPTS ALL" or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.

2. Mandatory Requirement for Complete Site Bidding

It is **mandatory** for bidders to bid for all advertised **six (6)** sites. Bidding for only part of the sites will result in disqualification from the bidding process.

3. PERSONNEL SECURITY CLEARANCE

- a) The Supplier personnel who are required to work in GOVERNMENT PREMISES information or access government RESTRICTED areas must be security screened.
- b) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- c) The Supplier must provide proof of security screening.

4. The Department reserves the right:

- i. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s);
- ii. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;
- iii. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process;
- iv. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such;
- v. To request the bidder to submit letters of good standing, UIF, COIDA, employee retirement fund and set of the latest unqualified audited / reviewed annual financial statements in the name of the bidding entity.
- vi. To award a tender based on which bidder is offering the best value for money, even if such Tender is not the lowest priced tender;
- vii. To conduct a site visit on the premises of the bidder and their references;
- viii. To conduct reference and liquidity as part of due diligence checks.
- ix. Not to consider envelopes or packaging of the bid document which are not marked properly, using the information (bid number and description).

5. Declaration of Compliance

The Department requires bidder(s) to declare in the technical response the following:

Confirm that the bidder(s) is to: –

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- (i) Act honestly, fairly, and with due skill, care and diligence, in the interests of the Department;
- (ii) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- (iii) Act with circumspection and treat the Department fairly in a situation of conflicting interests;
- (iv) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- (v) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Department;
- (vi) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- (vii) To conduct their business activities with transparency and consistently uphold the interests and needs of the Department as a client before any other consideration; and
- (viii) To ensure that any information acquired by the bidder(s) from the Department will not be used or disclosed unless the written consent of the client has been obtained to do so.

6. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- a. The Department reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Department or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"):
 - i. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
 - ii. Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - iii. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of DOJ&CD directors, employees, advisors or other representatives;
 - iv. Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - v. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
 - vi. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
 - vii. Has in the past engaged in any matter referred to above; or

- viii. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

7. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- a. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the Department relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- b. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the Department against the bidder notwithstanding the conclusion of the Service Level Agreement between the Department and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

8. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Department, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

9. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the Department incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Department harmless from any and all such costs which the Department may incur and for any damages or losses the Department may suffer.

10. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

11. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The Department shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

12. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. The Department reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the Department, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The Department further reserves the right to cancel a contract with a successful bidder if such bidder does not remain tax compliant for the full term of the contract.

13. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The Department reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

14. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

15. CONFIDENTIALITY

- a) Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Department's examination and evaluation of a Tender.
- b) No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the Department remain proprietary to the Department and must be promptly returned to the Department upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- c) Throughout this bid process and thereafter, bidder(s) must secure the Department's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

16. THE DEPARTMENT'S PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any of the Department's proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

17. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the Department may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation.

18. INTELLECTUAL PROPERTY RIGHTS

- a) The Department retains all Intellectual Property Rights in and to the Department's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of the Department's Intellectual Property for the sole purpose of providing the Products or Services to the Department pursuant to this Contract; provided that the Supplier must not be permitted to use the Department's Intellectual Property for the benefit of any entities other than the Department without the written consent of the Department, which consent may be withheld in the Department's sole and absolute discretion. Except as otherwise requested or approved by the Department, which approval is in the Department's sole and absolute discretion, the Supplier must cease all use of the Department's Intellectual Property, at of the earliest of:
 - i. termination or expiration date of this Contract;
 - ii. the date of completion of the Services; and
 - iii. the date of rendering of the last of the Deliverables.
- b) If so required by the Department, the Supplier must certify in writing to the Department that it has either returned all the Department Intellectual Property to the Department or destroyed or deleted all other of the Department Intellectual Property in its possession or under its control.
- c) The Department, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- d) Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.

19. SUPPLIER DUE DILIGENCE

The Department reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the

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bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

20. DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
21.1 The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 4 above by indicating with an "X" in the "ACCEPT ALL" column, OR		
21.2 The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 4 above by -		
21.3 Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		

PART T2: RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable may be utilized for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

T2.1 List of Returnable Documents

Tender Document Name	Returnable Document
Professional Registration for Electrician (Certificates of registration with DoL) and Safety Officer- must be professionally registered with either: (a) the South African Council for the Project and Construction Management Professions (SACPCMP), established under Act 48 of 2000; or (b) the South African Institute of Occupational Safety and Health (Saiohs), recognised by SAQA as a professional body	YES
Proof of Registration with the Construction Industry Development Board (CIDB)	YES
Valid Proof of registration with COIDA (certified copy)	YES
Proof of Registration on Central Supplier Database	YES
Tax Compliance Status Pin	YES

T2.2 Returnable Schedules

Tender Document Name	Returnable Document
Qualifications of an Electrician.	Yes
Qualifications of Project Manager	Yes
Qualifications of Safety Officer	Yes
Company Organogram with CV's and certified ID's of all principals and employed workforce engaged in the project.	Yes
Price Bills of Quantity	Yes
Authority for Signature	Yes

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Invitation to Bid – SBD 1	Yes
Pricing Schedule -SBD 3.1	Yes
Declaration of Interest – SBD 4	Yes
Preferential Procurement Preference Points – SBD 6.1	Yes
Compulsory Enterprise Questionnaire	Yes
Certificate of Authority for Joint Ventures	Yes
Schedule of proposed subcontractors (If Applicable)	Yes
Schedule of the tenderer's experience	Yes
Schedule of current projects (If Applicable)	Yes
Contractor's Health and Safety Declaration	Yes

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SBD 1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DOJ&CD					
BID NUMBER:	RFB 02 2025	CLOSING DATE:	10 SEPTEMBER 2025	CLOSING TIME:	11H00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT, DELIVERY & INSTALLATION OF SECURITY GUARDBOUSES FOR VARIOUS MAGISTRATE COURTS AT MPUMALANGA PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Tender Box, Momentum Centre, 329 Pretorius Street,					
c/o Sisulu & Pretorius Street, Pretoria, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
E-MAIL ADDRESS	SCM@justice.gov.za		E-MAIL ADDRESS	SCM@justice.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<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.					

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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:

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SBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

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

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

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

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

*Delete if not applicable

SBD4 - BIDDER'S DISCLOSURE

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.

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:

.....
.....

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**

If so, furnish particulars:

.....
.....

DECLARATION

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.

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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 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.

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

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.

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price written 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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

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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.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person/s who are black person/s		10		
Enterprises with ownership of 51% or more by person/s who are woman		5		
Enterprises with ownership of 51% or more by person/s who are youth		3		
Enterprises with ownership of 51% or more by person/s with disability		2		

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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:

.....
.....

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RESOLUTION OF BOARD OF DIRECTORS

Resolution of a meeting of Board of *Directors/ Members/ Partners of:

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

Held at _____ (Place)

On _____ (Date)

Resolved that:

1. The Enterprise submits a Bid/Tender to the Department of Justice and Constitutional Development in respect of the following project:

(Project description as per Bid/Tender Document)

Bid/Tender Number: _____ (Bid/Tender number as be Bid/Tender advert)

2. *Mr/Mrs/Ms: _____

in *his/her capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be and is hereby, authorised to sign the Bid/Tender, and any other documents and/ or correspondence in connection with and relating to the Bid/Tender, as well as to sign any contract, and all documentation, resulting from the award of the Bid/Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Should the number of Directors/Members/Partners exceed the space above, additional names and signatures must be provided on a separate place

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T2.1.5 : Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a Joint Venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 6: Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 7: SBD4 (T2.1.4) issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD6.1 (T2.1.6) issued by National Treasury must be completed for each tender and be attached as a tender requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to verify the tenderer's tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name &
Surname:

Position: _____

Enterprise
name:

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SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			

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SCHEDULE OF THE TENDERER'S EXPERIENCE

Complete table below, noting that:

Bidder must provide references from clients where similar projects was performed in the past 5 years

Table 1: References

No	Company name	Reference Person Name, Tel and/or email	Project Scope of work	Project Start and End-date	Project Cost
1					
2					
3					

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SCHEDULE OF CURRENT PROJECTS

Tenderers must submit a max one-page description of all projects under construction/ on hold/ just handed over/ towards completion (if they exist). Attach an Appointment letter for each of the project provided.

The description of each project must include the following information:

Essential introductory information:

Name of project.

Name of client.

Contact details of client.

Contact details (including telephone numbers and email addresses) of currently contactable references.

The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.

Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1					
2					

Attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

CONTRACTORS HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that, I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

DATE **SIGNATURE OF TENDERER**
(of person authorised to sign on behalf of the Tenderer)

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

.....
.....
.....

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

..... Rand (in words);
R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the

tenderer

(Name and address of organization)

Name and signature

of witness Date

CIDB registration number

Acceptance

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By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider / consultant the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference

into Parts 1 to 4 above. Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

for the

Employer

(Name and address of organization)

Name and signature

of witness Date

Schedule of Deviations

1 Subject

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Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement

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C1.2 Contract Data

The JBCC Principal Building Agreement: Edition 6.2 - May 2018, published by the Joint Building Contracts Committee (JBCC), is applicable to this Contract and is obtainable from www.jbcc.co.za

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.	
Part 1: Data provided by the Employer	
	Due Completion Date
	The time for the contract is 04 months from the Commencement Date
	The name of the Employer is Department of Justice and Constitutional Development, represented by Provincial Security manager and/or such persons or person duly authorised to be the Employer in writing
	The Pricing Strategy is a bill of quantities
	"in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows: • The form of offer and acceptance • Contract forms • The contract data • General conditions of contract (GCC 2015) • Scope of Work • SANS 1200 Standardised Specifications • Bill of quantities • The returnable schedules
	The Contractor shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3rd Edition 1. Clause 5.8.1 Non-working times 2. Clause 5.11.1 Suspension of the Works 3. Clause 5.12.1 Approval of any extension of time for completion 4. Clause 5.12.4 Acceleration of progress instead of extension of time 5. Clause 5.13.2 Reduction of a penalty for delay 6. Clause 6.3.2 The issuing of variation orders 7. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation 8. Clause 6.11 The agreeing of the adjustment of the sums for general items 9. Clause 10.1.5 The giving of a ruling on a Contractor's claim
	"The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act') that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act,

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	<p>namely:</p> <p>a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;</p> <p>b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;</p> <p>c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations;</p> <p>d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;</p> <p>e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;</p>
	<p>Commencement of the Works</p> <p>The documentation required before commencement with Works execution are:</p> <p>a) Health and Safety Plan (Refer to Clause 4.3)</p> <p>b) Initial programme (Refer to Clause 5.6)</p> <p>c) Security (Refer to Clause 6.2)</p> <p>d) Insurance (Refer to Clause 8.6)</p>
	<p>Timeframe to deliver documentation</p> <p>The time to submit the documentation required before commencement with Works execution is fourteen (14) days</p>
	<p>“The Contractor shall bear all costs and charges for special and temporary rights of way required by him/her in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him/her for the purposes of the Works.”</p>
	<p>Non-Working Times</p> <p>The non-working days are Saturdays and Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> 1. All gazetted public holidays falling outside the year end break. 2. The year-end break commencing on 14 December and ending on 7 January (Provisional).

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	Contract Price Adjustment The Contract Price Adjustment is not applicable in this contract.
	Amendments in writing No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.

PART C2: PRICING DATA

C2.1 Pricing Instruction

COSTING AND PRICING

STAGE 4: PRICE/SPECIFIC GOALS EVALUATION

- i. In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
 - i) the 80/20 system (80 Price, 20 Specific Goals for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
 - ii) the 90/10 system (90 Price and 10 Specific Goals for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- ii. This bid will be evaluated using the preferential point system of **80/20**, subject to the following conditions –
 - i) If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or
 - ii) If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;

COSTING AND PRICING CONDITIONS

Bidder will be bound by the following general costing and pricing conditions and the Department reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between the Department and the bidder. However, the Department reserves the right to include or waive the condition in the Contract.

a) SOUTH AFRICAN PRICING.

The total price must be VAT inclusive and be quoted in South African Rand (ZAR).

b) TOTAL PRICE

All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder

c) BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule and include this as part of the hard copy submission documents to be submitted. The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers

C.2.2 Bills of Quantities/ Pricing Schedule

Bidders to refer to **Annexure A** for Bills of Quantities/ Pricing Schedule.

PART C3: SCOPE OF WORK

1. PURPOSE AND BACKGROUND

1.1 PURPOSE

To appoint service providers for the procurement, delivery & installation of security guardhouses for Middleburg Magistrate Court, Belfast Magistrate Court, Evander Magistrate Court, Sabie Magistrate Court, Piet Retief (Emkhondo) Magistrate Court and Marapyane Periodical Court at Mpumalanga Province.

1.2 BACKGROUND

1.2.1 The core function of the Department of Justice and Constitutional Development (DOJ&CD) is to administer Justice. In its function of administering, Department of Justice and Constitutional Development (DOJ&CD) has the following as its mission:

- a) To enable Access to Justice
- b) To promote Constitutionalism, Rule of Law, Respect for Human Rights and
- c) To coordinate the State Litigation and Legal Advisory Services

1.2.2 Security guardhouses are critical infrastructure components aimed at enhancing the security measures at DoJ & CD judicial facilities. The installation of these guardhouses is a strategic initiative to ensure the safety and security of court personnel, visitors, and the integrity of the judicial processes carried out within these courts.

1.2.3 The implementation of this project is aligned with the strategic objectives of the Department of Justice and Constitutional Development to ensure secure and safe judicial operations in our court buildings.

2. SCOPE OF WORK (SOW)

ITEM	DESCRIPTION
1.	GUARD HOUSE: 3m X 3m with a 1.2m X 2.4m veranda extension
	CHASSIS: 200x75x20x2,5 Lip Channel. 4X C-Channel beams of 3m each, 2m(L): 2m (W) 2X C-Channel cross beams x 3m
	FLOOR: 18mm Waterproof Shutterply boards fitted to chassis.

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	<p>WALLS: A 40mm polyurethane panel covered with galvanised pre-painted chromadek on both sides.</p> <p>FLOOR COVER: 1,5mm Vinyl sheeting.</p>
2.	<p>0,5MM CHROMADECK IBR GABLE ROOF: A 40mm polyurethane panel covered with galvanised pre-painted chromadek on one side, clad with galvanised wide span IBR sheeting (green colour)</p>
3.	<p>CEILING: Underside of roof panel: chromadek clad</p> <p>WINDOWS: 2 X 1200 X 900 Windows, Top hung aluminium windows complete with glass. including fitted blinds.</p> <p>3X Burglar Bars: Flat 12mm flat steel on each window, black in colour</p>
4.	<p>DOORS: 40mm polyurethane bonded panel covered with chromadek externally and internally, complete with lock and hinges fitted to aluminium door frames. Including the rubber door stopper fitted on the floor</p> <p>Security burglar gate: Supply and install burglar gate measuring 2,1m x 820mm constructed on 25mm x 25mm square tubing and 12mm round bars fitted with heavy duty ultra-lock Round bars must be spaced not more than 100mm apart. The frame must be 25mm x 25mm x 2mm of square tubes and secured to the prefab body with heavy duty pop rivets, the 12mm round bars welded on the square tubes (vertical) The cross bars must be welded not more than 192mm apart and consist of the 12mm round bars.</p>
5.	<p>Steel hand- rails: Supply and install round stainless steel handrails on stairs into guardhouse on one side of the stairs measuring 900mm(l) x 1m(h), firmly welded or embedded on the steel staircase and the prefab structure using heavy duty pop rivets. Supply and mount a staircase warning sign (mind your step) on each staircase (vertical landing part)</p>
6.	<p>ELECTRIFICATION: Electrical installations</p> <p>Sub- Distribution Boards, earth leakage (40A)</p> <p>Light switches - 02 X Light switch for inside and outside lights</p>

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	20A double plug points – USB Type-A and Type- C combo socket 4x4.
	2x bowl light fittings (LED energy-saver, 60 watt)
	3-core electrical cable to be connected to the main DB box
	List of Courts and Power Connection measurements from the Distribution Box to the guard hut (Conduit pipe and 6mm 3-core suffix cable for different meters)
	<ol style="list-style-type: none"> 1. <u>Middelburg Magistrate Court:</u> (1x electrical connection from the main DB to a sub DB with electrical cable connection of +/- 40m) 2. <u>Belfast Magistrate Court:</u> (1x electrical connection from the main DB to a sub DB with electrical cable connection of +/- 45m) 3. <u>Evander Magistrate Court:</u> (1x electrical connection from the main DB to a sub DB with electrical cable connection of +/- 40m) 4. <u>Sabie Magistrate Court:</u> (1x electrical connection from the main DB to a sub DB with electrical cable connection of +/- 30m) 5. <u>Piet Retief Magistrate Court:</u> (1x electrical connection from the main DB to a sub DB with electrical cable connection of +/- 25m) 6. <u>Marapyane Periodical Court:</u> (1x electrical connection from the main DB to a sub DB with electrical cable connection of +/- 50m)
	Trunking of all electrical cables.
	NB: COC Certificate to be issued to the Court/ Office Manager.
7.	<p>JACKS: Adjustable 8X jacks must be provided with each unit together with precast 8X concrete slabs for each jack- 300mm X 300mm X 150mm (depth). Construct a 50mm concrete (20 Mpa) screed measuring 3.5m x 3.2m for placement of guardhouses, this is to maintain even ground level and avoid sagging of the jacks/plinths in the long run due to erosion from water rain.</p>
	STEEL VERANDA: 1.2m (Width) X 3m (Length) black colour plus steel framed floor with steel shutter plate
	TABLE: Chromadek worktop solid table, 800mm X 1.2m fixed to the wall, 2 X 19mm on chrome pipes

2.1. LOCATION

The tenderer will have to undertake the assignment relating to the project scope as per design specifications below. The sites are located as follows:

- a) Middleburg Magistrate Court
- b) Belfast Magistrate Court
- c) Evander Magistrate Court
- d) Sabie Magistrate Court
- e) Piet Retief Magistrate Court
- f) Marapyane Periodical Court

Tenderers are expected to satisfy themselves with conditions on site prior to submitting their quotations as prices are fixed and no allowance for contingencies are permitted. Once awarded, the successful tenderer will be expected to submit final design drawings for approval before manufacturing and installation.

2.2. COMPLETION DATE

Service providers must complete the installations at each facility within Four months of receipt of the order number.

2.3. GUARANTEE PERIOD

The successful tenderer will be required to guarantee all work executed for the period of at least twelve months and shall make good any defects due to inferior material or workmanship, fair wear and tear excluded.

3. PROJECT SCOPE DELIVERABLES:

1) ELECTRICAL EQUIPMENT AND WIRING:

1.1. EXTENT OF WORK

- (a) The work covered by this contract comprises the complete electrical installation, in working order, from the nearest electrical distribution board to security guard house, including the supply and installation of all fittings.
- (b) All equipment shall be designed, manufactured and tested in accordance with the relevant South African National Standards (**SANS**).
- (c) Laying of electrical cables:
 - Excavate 500mm below finished ground level
 - Encase the installed cable in river sand or sifted sand
 - Mark the cable route with approved cable concrete marker

A new suitably sized circuit breaker shall be fitted in the nearest distribution board. All material and equipment must be suitable for the supply voltage and the necessary precautions shall be taken against corrosion, i.e. exposed metal shall be anti-rust treated and all metalwork to be galvanized or suitably coated with an anti-corrosion finish.

Labelling & Colour Coding - The cost of labelling and colour coding must be included within the prices of respective equipment.

The electrical supply from the nearest DB shall be done in 6mm 3-core suffix cable armoured cable with external earth. Cable shall be fixed with saddles at maximum 400 mm intervals or be placed on galvanised cable baskets. Cable/wire sizes shall conform to the requirements of SANS 10142. Position of nearest DB will be pointed out during the site inspection. The cable loading shall include for all the electrical items plus an additional allowance of 20%.

1.2. FIXING OF CONDUITS:

25 mm diameter rigid PVC conduits shall be used as follows:

- a) Build in conduits in wall chases with cement mortar and clamps.
- b) Fix conduits on wall surfaces and in roof spaces with approved saddles.
- c) Cast conduit in concrete surface beds or slabs
- d) Do surface fixing level, plum, neatly and in straight line by means of standard spacer saddles.
- e) Conduits to end in conduit boxes

1.3. TRUNKING WITH COVER FIXED TO BRICKWORK

Wiring to be channelled in 50 x 50 mm trunking

1.4. STANDARD OF WORK

The work shall be carried out in accordance with the latest issue of the S.A.N.S. 0142 Code of Practice for the Wiring of Premises.

1.5. TESTS

- a) Allowance to be made for testing, balancing and commissioning of the complete electrical installation.
- b) The installation shall be tested by the contractor as the work progresses or as required by the representative of Department of Justice and upon completion for earth continuity and insulation.

- c) The final test before taking over the installation shall be made in the presence of the National Departmental of Public Works and Department of Justice Representatives.

1.6. CERTIFICATE OF COMPLIANCE:

A Certificate of Compliance in accordance with the latest issue of the S.A.N.S. 0142, Code of Practice for the Wiring of Premises, shall be completed by the contractor on completion of the installation without which the Department of Justice and Constitutional Development will not process payment.

1.7. FINISHING AND MAKING GOOD

The service provider shall repair, paint and make good any damage to finished walls, floors, ceiling, and existing equipment caused by his staff while on site. The blanking off and weather sealing around the openings shall be finished to match the existing finishes of the inside and exterior surfaces.

1.8. SAFETY

The service provider shall provide all safety equipment for his staff and shall undertake all his duties in conformance with the relevant OHS legislation. An acceptable Health and Safety Plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) must be submitted before taking occupation of site.

2) DRAWINGS AND DOCUMENTS

As-Built Drawings: These reflect the final specifications of the project, including any changes made during construction.

- **Site Plan:** Shows the location of the guard house on the property.
- **Floor Plan:** Details the layout within the 3x3 meter structure, including doors, windows, and partitions.
- **Elevations:** Views of each side of the guard house.
- **Sections:** Cross-sectional views showing the construction details.
- **Electrical Drawings:** These should detail the electrical installations.
 - **Electrical Layout Plan:** Shows the placement of all electrical fixtures, outlets, switches, and any other components.
 - **Single Line Diagram:** Illustrates the electrical distribution and main connections.
 - **Wiring Diagram:** Details the specific wiring routes and connections.

Certification and Compliance Documents: Proof that the installation complies with all relevant local building codes and standards.

Warranty Documents: Information on any warranties for the work performed and materials used.

3) COMPETENCY AND EXPERIENCE

- a) The tenderer must demonstrate that he or she possesses necessary professionals with technical qualifications and competence in relation to the scope of work and work to be undertaken.
- b) The tenderer must submit a company organogram with CVs and certified ID's of all principals and employed workforce as well as proof of professional registration for Electrician and Safety Officer.

4) PROJECT PROGRAMME / PROJECT EXECUTION PLAN (PEP):

Service providers shall prepare a detailed quotation for each of the above listed items. The quotation shall be detailed as per design details given above and the schedule of particulars shall be completed in every detail including a cost breakdown indicating material, key persons, times, and applicable labour, installation and transport rates, failing which the quotation in question may be rendered illegible for consideration.

5) SCHEDULE OF PARTICULARS

- 5.1. All schedules, as per attached annexures, which accompanies this quotation notice, forms an integral part of it, and shall be duly completed.

- a) Annexure "A" – Pricing Schedule/ Bill of Quantities

N.B Bidders must attach a separate bill of quantities linked to the scope of work totalling to their bid price in the letterhead of the bidder

- 5.2. Under no circumstances will statements such as:

- a) See attached pamphlets
- b) Refer to catalogue
- c) Data to follow
- d) As given by supplier etc. be acceptable to the Department

- 5.3. Installation offered and listed on the schedule shall comply with the specification requirements in all respects. Should it transpire that the installation is not suitable in performing the specification requirements in any respect, the service provider shall be responsible for any additional costs incurred in providing the required installation. It should be noted that the use of wording "OR EQUAL" by the service provider should be discouraged and may lead to the disqualification of the quotation.

6) ORDERING

Price quotations will be requested for the fixed priced units as well as the costs of the items

7) PAYMENTS

Payment will be made within 30 days after receipt of an invoice, and certification by DOJ&CD's Regional Facilities Manager that the goods supplied were received in good condition that the installation has been completed, commissioned, and in line with prices in accordance with the approved contract/quotation. Partial payment can only be considered once the site is fully completed.

8) MONITORING OF THE PROJECT

The Regional Security Manager will serve as the Project Manager for all sites and will be responsible for contract administration and any decisions on project deliverables.

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C4: SITE INFORMATION

C4.1 THE SITE

	SITE NAME	PHYSICAL ADDRESS
Site 1	SABIE MAGISTRATE COURT	The Magistrate Court Private Bag X 507 C/o Main and Seventh St. SABIE 1260
Site 2	BELFAST MAGISTRATE COURT	The Magistrate Court Private Bag X 601 100 Van Riebeeck St. EMAKHAZENI (Belfast) 1100
Site 3	PIET RETIEF MAGISTRATE COURT	The Magistrate Court Private Bag X 5 23 Church St. EMKHONDO (PIET RETIEF) 2380
Site 4	EVANDER MAGISTRATE COURT	The Magistrate Court Private Bag X 1006 1 Bologna St. EVANDER 2280
Site 5	MIDDELBURG MAGISTRATE COURT	The Magistrate Court Private Bag X 1804 16 Dr Beyers Naude St. MIDDELBURG 1050
Site 6	MARAPYANE PERIODICAL COURT	The Periodical Court Marapyane Stand No. 30015 SKILPADFONTEIN (Marapyane) Next to Satellite Police Station 0431

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C4.2 WORK AREA

The works undertaken will affect operations in the institution and as such the contractor will be required to provide equipment to isolate areas been worked on so that operations in the site continue during the project implementation.

C4.3 ACCESS

Access to the sites are through security manned gates. Vehicles and individuals will be searched when accessing or exiting sites. The contractor must arrange temporary access cards for all his/her employees during the project implementations as access may be denied for unauthorised personnel. The Client reserves the right of admission to the premises.

ABBREVIATIONS AND DEFINITIONS

AA means Accounting Authority

AO means Accounting Officer

CIDB means Construction Industry Development Board

COC means Certificate of Compliance

COIDA means Compensation for Occupational Injuries and Diseases Act

CSD means Central Supplier Database

DB means Distribution Board

DOJ&CD means Department of Justice and Constitutional Development

DoL means Department of labour

DPWI means Department of Public Works and Infrastructure

DTI means Department of Trade and Industry.

EB means Electrical Engineering Works - Building

GB means General Building

GCC means General Conditions of Contract

JBCC means Joint Building Contracts Committee

LED means Light Emitting Diode

OHS means Occupational Health and Safety

PEP means Project Execution Plan

PPPFA means Preferential Procurement Policy Framework Act

PPPFA means Preferential Procurement Policy Framework Policy

RFB means Request for Bid

SANS means South African National Standards

SAQA South African Qualifications Authority

SARB means South African Reserve Bank

SARS means South African Revenue Service

SBD means Standard Bid Document

SBD means Standard Bidding Documents

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SCC means Special Conditions of Contract

UIF means Unemployment Insurance Fund

USB means Universal Serial Bus

VAT means Value Added Tax