



the **doj & cd**

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID (RFB 09 2025)

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

DOCUMENT NUMBER:	RFB 09 2025
RFB ISSUE DATE:	15 December 2025
Non-Compulsory Virtual Briefing Session	16 January 2026 at 10h00am
Closing Date for written Question	19 January 2026
Publishing of Answers in Departmental Website	22 January 2026
RFB Closing Date and Time:	05 February 2026 at 11h00am.
RFB VALIDITY PERIOD:	90 Days
DESCRIPTION:	Appointment of a service provider for the supply, delivery and installation of three x-ray machines required at Pietermaritzburg, Mtubatuba and Scottsburg Magistrate courts: KwaZulu Natal Province: Department of Justice and Constitutional Development
PERIOD:	Six Weeks
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

Handwritten signature: J. B. Sany. 15/12/2025



the **doj & cd**

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY AND INSTALLATION OF THREE X-RAY MACHINES REQUIRED AT PIETERMARITZBURG, MTUBATUBA AND SCOTTSBURG MAGISTRATE COURTS: KWAZULU NATAL PROVINCE: DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

RFB NUMBER: RFB 09 2025
DATE ISSUED: 15 December 2025
CLOSING DATE AND TIME: 05 February 2026 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

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ANNEX A: INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as "bidders") to submit bids for the supply, delivery and installation of three x-ray machines required at Pietermaritzburg, Mtubatuba and Scottsburg Magistrate courts: KwaZulu Natal Province: Department of Justice and Constitutional Development.

1.2. BACKGROUND

Pietermaritzburg Magistrate Court, Mtubatuba Magistrate Court and Scottsburg Magistrate Courts have been in existence for many years and they are high traffic courts. These courts buildings are accessed by members of the public, external stakeholders, the judiciary and staff members daily.

It therefore requires a functioning security access control system to ensure the safety of all relevant stakeholders visiting the courts' premises.

2. SCOPE OF BID

2.1. SCOPE OF WORK

2.1.1. The successful bidder is required to supply, deliver, install, commission and maintain three (3) new X-ray machines, to the three identified facilities to regulate the Control of Access to the Public Premises i.e. searching of persons, parcels when entering and leaving the court premises.

2.1.2. Key components:

2.1.2.1. Provide X-ray scanners with necessary accessories and components

2.1.2.2. Install and configure scanners at designated locations

2.1.2.3. Test and commission scanners at designated locations to ensure functionality

2.1.2.4. Offer maintenance and repair services for scanners over a period of 36 months

Table 1: X-RAY MACHINE

Item No.	Description	Specification Requirements / Features	Quantity
1.	620 MM By 420 MM Tunnel Checkpoint Security Screening	Detects contrabands through screening of parcels, briefcases, packages, etcetera.	03

Item No.	Description	Specification Requirements / Features	Quantity
	System for Critical Infrastructure Protection		
2.	Standard Features	Full Spectrum Imaging: - View Previous/Next Bag - Image Archive - Configurable Image Processing Keys - Baggage Counter - Date / Time Display - Search Indicator - Flat Panel Monitor - 02 X 0.5 Meter entry & exit roller conveyors article trays if not included in the package	N/A
3.	Standard Image Processing Functions	- Crystal Clear - Sinergy - Black and White - Organic / Inorganic Stripping - Inverse Video - High Penetration - Low Penetration - Pseudo Color - Variable Edge Enhancement - Variable Color Stripping - Variable Gamma - Variable Density - Dynamic Continuous Zoom & Panning - Fixed Zoom (64x)	N/A
4.	Physical Specifications	Dimensions: Length: 1,644 mm (64.8 in.) Width: 819 mm (32.2 in.) Height: 1,185 mm (46.7 in.)	N/A

Item No.	Description	Specification Requirements / Features	Quantity
		Tunnel Size: 620 mm (W) x 420 mm (H) (24.4 x 16.5 in) Conveyor Speed: 0.20 m/sec (39.4 ft./min) Conveyor Load (Max): 165 Kg (364 lbs) evenly distributed Conveyor Height (Approx.): 657 mm (25.9 in.) Weight (Approx.): Net: 373 Kg (822.3 lbs) Gross: 482 Kg (1062.6 lbs) System Power: 115/230 VAC \pm 10%	
5.	X-Ray Generator and Image Performance	Steel Penetration: 30 mm standard Wire Resolution: 41 AWG standard Cooling: Sealed oil bath with forced air Anode Voltage: 140kV Orientation: Diagonally Upward	N/A
6.	Operating Environment	Storage Temperature: -20°C to 50°C Operating Temperature: 0°C to 40°C Relative Humidity: 5 to 95% non-condensing	N/A
7.	Protection Class	System: IP20 Operator Control Panel: IP43	N/A

2.2. DELIVERY ADDRESS

Table 2

NUMBER	NAME OF COURT	PHYSICAL ADDRESS
1.	Pietermaritzburg Magistrate Court	Corner of Otto & Church Street, Pietermaritzburg
2.	Mtubatuba Magistrate Court	55 Riverview Rd, Mtubatuba
3.	Scottsburg Magistrate Court	Corner of Airth & Scott Street, Scottsburg

2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

Prospective Bidders are referred to stipulated measurements and may visit the delivery addresses highlighted under paragraph 2.2 above.

Table 3

No.	NAME OF COURT	IS THERE ENOUGH SPACE AVAILABLE IN THE ENTRANCE WHERE THE MACHINE WILL BE INSTALLED	IS THERE AN ELECTRIC PLUG POINT	WILL THE DOOR ACCOMMODATE THE MACHINE DELIVERY AND THE MEASUREMENTS
1.	Pietermaritzburg Magistrate Court	Yes	Yes	Yes – width 2m
2.	Mtubatuba Magistrate Court	Yes	Yes	Yes – width 3 m
3.	Scottsburg Magistrate Court	Yes	Yes	Yes - width 2.2 m

3. REQUIREMENTS

3.1. PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

3.1.1. Supply, deliver and install three (3) X-Ray Machines to the delivery addresses mentioned under paragraph 2.2 above.

3.1.2. Provide comprehensive maintenance service.

3.1.3. Operator Manuals

3.1.4. Basic operator Training.

3.2. DETAILED DUTIES AND RESPONSIBILITIES OF THE BIDDER

3.2.1. Comprehensive maintenance service

3.2.1.1. Conducting of maintenance, inspections and testing of all systems as recommended by the OEM requirements, not limited to components, communications, cables, batteries, surge protectors and power supplies; over a period of thirty-six months.

3.2.1.2. Conduct X-Ray inspection for radiation emission, at least once a year; over a period of thirty-six months.

3.2.1.3. Providing preventative maintenance services;

3.2.1.4. It is always the responsibility of the service provider to ensure that the maintenance services rendered meet the following requirements:

- a) Maintenance shall include regular preventative maintenance, corrective maintenance as well as breakdown maintenance on all components of the equipment as specified.
- b) The maintenance control plan shall be developed by the bidder to schedule the frequency of routine inspections and format of reports.
- c) Each inspection, test or breakdown shall be recorded in an approved format and listed in the inspection report.
- d) The bidder shall as part of maintenance responsibilities repair or replace faulty equipment upon logging or a breakdown, within a specified downtime at the bidder's cost.
- e) The bidder shall not claim additional costs where repair or replacement work is to be carried out during the maintenance phase.

4. BID EVALUATION STAGES

- i. The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.
- ii. The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

Table 4

Stage	Description	Applicable for this bid YES/NO
Stage 1	Administrative pre-qualification verification	YES
Stage 2	Technical Mandatory requirement evaluation	YES
Stage 3	Technical Functionality requirement evaluation	YES
Stage 4	Special Conditions of Contract verification	YES
Stage 5	Price / B-BBEE evaluation	YES

ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION

5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

- (1) The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if the DOJ&CD is unable to verify whether the pre-qualification requirements are met, then DOJ&CD reserves the right to-

- (a) Reject the bid and not evaluate it, or
- (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

5.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- (1) **Submission of bid response:** The bidder has submitted a bid response documentation pack –
- (a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
 - (b) in the correct format as one original document, one copy and another copy on a memory stick / USB.
- (2) **Attendance of non-compulsory briefing session:**
- (3) **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

Table 5

RETURNABLE DOCUMENT THAT MUST BE SUBMITTED		
INVITATION TO BID– SBD 1	YES	• Complete and sign the supplied document (SBD 1).
DECLARATION OF INTEREST – SBD 4	YES	• Complete and sign the supplied document (SBD 4).
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – SBD 6.1	YES	• Complete and sign the supplied document (SBD 6.1).
GOOD STANDING ON TAX AFFAIRS	YES	• The bidders must be in good standing with SARS in respect of any relevant legislative tax commitments and must provide together with the

RETURNABLE DOCUMENT THAT MUST BE SUBMITTED		
		bid response a SARS pin number for verification purposes.
REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)	YES	<ul style="list-style-type: none"> • Bidders must be registered on the Central Supplier Database (CSD). • If you are not registered proceed to complete the registration of your company prior to submitting your Bid. Visit https://secure.csd.gov.za to obtain your vendor number. • Must submit CSD MAAA number

ANNEX A.2: TECHNICAL MANDATORY REQUIREMENTS

6. TECHNICAL MANDATORY

6.1. INSTRUCTION AND EVALUATION CRITERIA

- (1) The bidder **must comply with ALL the requirements by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as "NOT COMPLY".
- (2) The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, DOJ&CD reserves the right to treat substantiation evidence that cannot be in the bid response as "NOT COMPLY".
- (3) The bidder **must complete the declaration of compliance** as per section 6.3 below by marking with an "X" either "COMPLY", or "NOT COMPLY" with ALL of the technical mandatory requirements, failing which it will be regarded as "NOT COMPLY".
- (4) The bidder **must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS** in order for the bid to proceed to the next stage of the evaluation.
- (5) **No URL references or links will be accepted as evidence.**

6.2. TECHNICAL MANDATORY REQUIREMENTS

Table 6

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
1. Two Envelope System	<i>Bidders must submit their offers in two separate sealed envelopes.</i> <ul style="list-style-type: none"><i>The first envelope must contain (to be clearly marked) TECHNICAL PROPOSAL.</i><i>The second envelope must contain pricing schedule including SBD3.1 (to be clearly marked) FINANCIAL PROPOSAL.</i>	Provide unique reference to locate substantiating evidence in the bid response
2. Bidder must be Registered with Private Security Industry Regulatory Authority (PSIRA).	<ul style="list-style-type: none">A certified copy of PSIRA registration.	Provide unique reference to locate substantiating

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
		evidence in the bid response
3. The bidder must hold a Licence to distribute and install security X-ray machines in terms of the Hazardous Substance Act (Act 15 of 1973).	<ul style="list-style-type: none"> Valid licence to distribute (in the name of the bidder) and install Security X-ray machines, submitted to the South African Health Products Regulatory Authority (SAHPRA). 	Provide unique reference to locate substantiating evidence in the bid response
4. Supplier must be OEM accredited to supply, install and maintain security X-ray machines.	<ul style="list-style-type: none"> A certified copy of OEM accreditation letter. 	Provide unique reference to locate substantiating evidence in the bid response
5. Technician must: have undergone training in the installation and servicing of security X-ray machines.	<ul style="list-style-type: none"> A certified copy of certificate of completion 	Provide unique reference to locate substantiating evidence in the bid response
6. Operator Training (Officer): Operator Training (Officer) must have successfully completed training on the safe operation of security X-ray machines.	<ul style="list-style-type: none"> A certified copy of certificate of completion 	Provide unique reference to locate substantiating evidence in the bid response

6.3. DECLARATION OF COMPLIANCE

	Comply	Not Comply
The bidder declares by indicating with an "X" in either the "COMPLY" or "NOT COMPLY" column that – (a) The bid complies with each TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND (b) Each requirement specification is substantiated by evidence as proof of compliance.		

ANNEX A.3: TECHNICAL FUNCTIONALITY REQUIREMENTS EVALUATION

7. TECHNICAL FUNCTIONALITY REQUIREMENTS EVALUATION

7.1. INSTRUCTION AND EVALUATION CRITERIA

1. The bidder **must complete in full all the TECHNICAL FUNCTIONALITY requirements**.
2. Where necessary, the bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, DOJ&CD reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".
3. **Evaluation per requirement.** The evaluation (scoring) of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each TECHNICAL FUNCTIONALITY MANDATORY requirement will be evaluated using a rating –as indicated per functionality requirement.

7.2. SCORING GUIDE

Table 7

Score	Meaning	Explanation
0	Non-responsive	No evidence / no relevant information / does not meet the requirement.
1	Poor response	Partially meets minimum requirements; insufficient evidence provided.
2	Good response	Fully meets and complies with specification; adequate supporting evidence.
3	Excellent Response	Exceeds specification requirements; strong evidence of added value, innovation, or best practice.

- a) Bidders must comply with this section as they form the basis for scoring a bidder's proposal. For a bidder to qualify to be evaluated for functionality, a bidder must not have been disqualified on compliance with any prequalifying conditions or mandatory requirements preceding this phase of the evaluation.
- b) In order to ensure meaningful participation and effective comparison, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.
- c) Bidders that score less than **67 out of 100** points in respect of functionality compliance will be regarded as non-responsive and will not be evaluated further.
- d) The following items will be evaluated and scored. Bidders must substantiate each aspect of their response. Bidders must clearly reference their substantiation in their bid response

in specific terms (e.g. Reference to schedule, section and page number of their bid response, etc.).

- e) Weighting of requirements: The full scope of requirements will be determined by the following weights:

4. **Weighting of requirements:** The full scope of requirements will be determined by the following weights:

No.	Technical Functionality requirements	Weighting
1.	Overall Bidder Experience	30
2.	Technician Experience	30
3.	Operator Training (Officer) Experience	20
4.	Financial Stability	20
TOTAL		100 %

7.3. TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS

Table 8

No.	Technical Functionality mandatory requirements	Scoring	Weighting
1.	<p>Overall Bidder Experience</p> <p>a. The bidder is required to submit a minimum of three (3) contactable reference letters demonstrating sufficient experience and expertise in installing Security X-ray Machines in either the Government or Private Sector within the past five years.</p> <p>These reference letters should include details of the Organisation in public or private sector and indicate the type of work performed.</p> <p>The letters must be on company official letterhead and contain the contact</p>	<p>Rating Scale</p> <p>a) The bidder submitted more than three (03) reference letters: <i>Exceeds the requirement</i> =3</p> <p>b) The bidder submitted three (03) required reference letters: <i>Fully meets the minimum requirement</i> =2</p> <p>c) The bidder submitted less than three (03) required reference letters: <i>Partially meets requirements</i> =1</p> <p>d) No evidence / no relevant information / does not meet the requirement =0</p>	30

	information of the person providing the reference.		
2.	<p>Technician Experience</p> <p>The Technician must have at least three (3) years relevant experience in the installation of security X-ray machines.</p> <p>CV with contactable reference must be attached as proof of expertise.</p>	<p>Rating Scale</p> <p>a) <i>The bidder provided Technician's CV demonstrating more than four (4) years' relevant experience: Exceeds the requirements = 3</i></p> <p>b) <i>The bidder provided Technician's CV demonstrating three (3) to four (04) years relevant experience: Fully complies with the minimum requirement =2</i></p> <p>c) <i>The bidder provided Technician's CV demonstrating relevant experience of less than three (03) years: Partially meets requirement =1</i></p> <p>d) <i>No evidence / no relevant evidence submitted: Does not meet the requirement =0</i></p>	30
3.	<p>Operator Training (Officer) Experience</p> <p>The Bidder must ensure that the Departmental designated staff receives the required training to ensure the safe operation of the equipment.</p> <p>The Operator Training (Officer) must have at least three (3) years relevant experience in training on the safe operation of security X-ray machines.</p> <p>CV must be attached as proof of expertise.</p>	<p>Rating Scale</p> <p>a) <i>The bidder provided Operator Training (Officer)'s CV demonstrating more than four (4) years' relevant experience: Exceeds the requirements = 3</i></p> <p>b) <i>The bidder provided Operator Training (Officer)'s CV demonstrating three (3) to four (04) years relevant experience: Fully complies with the minimum requirement =2</i></p> <p>c) <i>The bidder provided Operator Training (Officer)'s CV</i></p>	20

		<p><i>demonstrating relevant experience of less than three (03) years: Partially meets requirement =1</i></p> <p><i>d) No evidence / no relevant evidence submitted: Does not meet the requirement =0</i></p>	
4	<p>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>The bidder must submit latest bank statements bearing a bank stamp (Bank Stamp not older than one Month as at closing date) or provide proof of financial resources confirming access to one or more of the following: cash flow support, a bridging finance facility, or an overdraft facility.</p>	<p>Rating Scale</p> <p>a) The bidder has access to financial resources of above R 2 million rating score or more: <i>Exceeds the minimum requirements =3</i></p> <p>b) The bidder has access to financial resources of R 1.5 million up to R 2 million rating score: Fully meets and complies with the minimum requirement =2</p> <p>c) The bidder has access to financial resources of less than R1.5 million: Partially meets the requirement = 1</p> <p>d) No proof of access to financial resources submitted. Does not meet the requirement = 0</p>	<p>20</p>
TOTAL			100 %

ANNEX A.4: SPECIAL CONDITIONS OF CONTRACT (SCC)

8. SPECIAL CONDITIONS OF CONTRACT

8.1. INSTRUCTION

- (1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, DOJ&CD reserves the right to include or waive the condition in the signed contract.
- (2) DOJ&CD reserves the right to –
 - (a) Negotiate the conditions, or
 - (b) Automatically disqualify a bidder for not accepting these conditions.
- (3) In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, DOJ&CD will invoke the rights reserved in accordance with subsection 8.1(2) above.
- (4) The bidder must **complete the declaration of acceptance** as per section 11.6 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.

8.2. SPECIAL CONDITIONS OF CONTRACT

(1) CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with DOJ&CD.
- (b) **Right of Award.** DOJ&CD reserves the right to award the contract for required goods or services to multiple Suppliers.
- (c) **Right to Audit.** DOJ&CD reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

- (2) **DELIVERY ADDRESS.** The supplier must deliver the required products or services at
 - (a) The physical locations as specified in section 2.2 above.

(3) SCOPE OF WORK AND DELIVERY SCHEDULE

The Supplier is responsible to perform the work as outlined in the following Work Breakdown Structure (WBS):

WBS	Statement of Work for Service Required	Delivery Timeframe
1.	Pietermaritzburg: Supply, deliver and install one (1) X-Ray Machines	4-6 weeks
2.	Mtubatuba: Supply, deliver and install one (1) X-Ray Machines	4-6 weeks
3.	Scottsburg: Supply, deliver and install one (1) X-Ray Machines	4-6 weeks

(4) WARRANTY

The supplier shall provide a valid written warranty certificate, from the original equipment manufacturer (OEM) for a period of 12 months.

(5) MAINTENANCE

The Service Provider shall implement a 36 months' maintenance plan of at least once a year, on expiry of the 12 months' warranty.

(6) CERTIFICATE OF COMPLIANCE (COC)

The service provider to provide Certificate of Compliance (COC) in electrical, after installation of product(s).

(7) The bidder must obtain a licence (in the bidder's name) from the South African Health Products Regulatory Authority (SAHPRA) which permits the bidder to distribute and install security X-ray machines in terms of the Hazardous Substance Act (Act 15 of 1973).

(8) Certified copy of licence of installation from SAHPRA must be issued to the Department prior to hand over.

(9) CERTIFICATION, EXPERTISE AND QUALIFICATION

- (a) The Supplier represents that,
 - (i) it has the necessary technical expertise, skills, qualifications and ability to undertake the work required in terms of the Scope of Work;
 - (ii) it is committed to provide the Services and
 - (iii) perform all obligations detailed herein without any interruption to DOJ&CD.
- (b) The Supplier must perform the service in a competent and professional manner, adhering to the practices and high standards typically observed in well-managed operations that deliver similar services.
- (c) The Supplier must perform the services in the most cost-effective manner consistent with the level of quality and performance as defined in the Scope of Work.

(10) LOGISTICAL CONDITIONS

- (a) The service provider will be expected to deliver the service/product requirements as per scope of work.
- (b) In the event that DOJ&CD grants the Supplier permission to access DOJ&CD's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to DOJ&CD's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of best industry practice.
- (c) **Tools of Trade.** The Supplier must bring their own tools of trade.

- (d) **Safety and Security.** The supplier shall be responsible for the safety and security of their equipment and personnel, as the DOJ&CD will not be held liable for any loss, damage, injury, and or loss life emanating from the services rendered or supply of goods.

(2) REGULATORY, QUALITY AND STANDARDS

The Supplier must for the duration of the contract ensure compliance with Protection of Personal Information Act, 2013 (POPIA).

(3) PERSONNEL SECURITY CLEARANCE

- (a) The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be security vetted at the expense of the Supplier (pre-employment screening, criminal record screening and credit screening).
- (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 may be required to provide proof of security vetting.

(11) CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

- (a) The Supplier, including its management and staff, may before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- (b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
 - (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
 - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
 - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
 - (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
 - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
 - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;

- (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
- (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
- (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
- (b) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
- (c) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
- (d) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

(12) INTELLECTUAL PROPERTY RIGHTS

- (a) DOJ&CD retains all Intellectual Property Rights in and to DOJ&CD'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 DOJ&CD's Intellectual Property for the sole purpose of providing the Products or Services to DOJ&CD pursuant to this Contract; provided that the Supplier must not be permitted to use DOJ&CD's Intellectual Property for the benefit of any entities other than DOJ&CD without the written consent of DOJ&CD, which consent may be withheld in DOJ&CD's sole and absolute discretion. Except as otherwise requested or approved by DOJ&CD, which approval is in DOJ&CD's sole and absolute discretion, the Supplier must cease all use of DOJ&CD's Intellectual Property, at 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 DOJ&CD, the Supplier must certify in writing to DOJ&CD that it has either returned all DOJ&CD Intellectual Property to DOJ&CD or destroyed or deleted all other DOJ&CD Intellectual Property in its possession or under its control.
- (c) DOJ&CD, 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.

(13) SUPPLIER DUE DILIGENCE

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

8.3. DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(14) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 8.2 above by indicating with an "X" in the "ACCEPT ALL" column, OR		
(15) The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 8.2 above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) Provide reason and proposal for each of the conditions that is not accepted.		
Comments by bidder: Provide reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: Proposal:		

ANNEX A.5: COSTING AND PRICING

9. COSTING AND PRICING

9.1. COSTING AND PRICING EVALUATION

- (1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
 - (a) the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
 - (b) the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (2) This bid will be evaluated using the preferential point system of **80/20**, subject to the following conditions –
 - (a) 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
 - (b) 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;
- (3) The bidder must **complete the declaration of acceptance** as per section 9.4 below by marking with an "X" either "ACCEPT ALL", or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.
- (4) Bidder will be bound by the following general costing and pricing conditions and DOJ&CD 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 DOJ&CD and the bidder. However, DOJ&CD reserves the right to include or waive the condition in the Contract.

9.2. COSTING AND PRICING CONDITIONS

- (1) **SOUTH AFRICAN PRICING.** The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
- (2) **TOTAL PRICE**
 - (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
 - (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
 - (c) All additional costs must be clearly specified.
- (3) **BID EXCHANGE RATE CONDITIONS.** In the event the proposed bid price includes imported content, the bidders must use the exchange rate provided below to enable DOJ&CD to compare the prices provided by using the same exchange rate:

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	R16.931
1 Euro	R19.835
1 Pound	R22.665

9.3. BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted Refer to section 9.

DOJ&CD reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.

9.4. DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 9.2 above by indicating with an "X" in the "ACCEPT ALL" column, or		
(2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 9.2 above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) Provide reason and proposal for each of the condition not accepted.		
Comments by bidder: Provide the condition reference, the reasons for not accepting the condition.		

ANNEX A.6: TERMS AND DEFINITIONS

10. ABBREVIATIONS

CSD	Supplier on National Treasury Central Supplier Database
DOJ&CD	Department of Justice and Constitutional Development
GCC	General Conditions of Contract
OEM	Original Equipment Manufacturer
POPIA	Protection of Personal Information Act, 2013
PPPFA	Preferential Procurement Policy Framework Act
R	South African Rand
SARS	South African Revenue Services
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
SCM	Supply Chain Management
WBS	Work Breakdown Structure
VAT	Value added Tax
ZAR	South African Rand

COSTING AND PRICING

1. COSTING AND PRICING

11.1. COSTING AND PRICING EVALUATION

- 1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
 - (a) 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
 - (b) the 90/10 system (90 Price and 10 Specific goals) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2) This bid will be evaluated using the preferential point system of **80/20**
- 3) The bidder must complete the declaration of acceptance as per section 11.6 below by marking with an "X" either "ACCEPT ALL", or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.
- 4) 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.

11.2. COSTING AND PRICING CONDITIONS

- 1) SOUTH AFRICAN PRICING. The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
- 2) TOTAL PRICE
 - (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
 - (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
 - (c) All additional costs must be clearly specified.

11.3. BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted. refer to annex A.1 section 6.1(3)

Bidders have an option to bid and submit pricing schedules on a national basis, or per province, or a combination of the afore mentioned. The Department may base such allocation on one or more of the following principles:

- i. Based on the price stated nationally,
- ii. Based on the price stated per province.

The Department reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.

11.4. POINTS AWARDED FOR SPECIFIC GOALS

- 1) In terms of Regulation 4(2) of the Preferential Procurement Regulations of 2022, 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 specific goals stated in table 2 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 2) Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) Preference Points for Specific Goals
- 3) The maximum points for this tender will be allocated as follows,

Table 1: Points allocation

Description	80/20 Point System
Price	80
Preference points for specific goals	20
Total points for Price and preference points for specific goals	100

Table 2: 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 (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	

11.5. DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 11.2 above by indicating with an "X" in the "ACCEPT ALL" column, or		
2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 11.2 above by indicating with an "X" in the "DO NOT ACCEPT ALL" column.		

ANNEX A.1: TERMS AND DEFINITIONS

2. DEFINITIONS OF INTERPRETATION

- 1) Clause headings are for convenience and are not to be used in its interpretation, unless the context indicates a contrary intention and expression which denotes;
- 2) Any reference to a particular gender shall include all genders;
- 3) A natural person shall include a juristic person and *vice versa*; and;
- 4) References to clauses, schedules, parts and sections are, unless otherwise provided part of the conditions.

BCCCI	Bargaining Council for Contract Cleaning Services Industry
BSCOM	Bid Specification Committee.
COIDA	Compensation for Occupational Injuries and Diseases Act
CSD	Central Supplier Database
DOJ&CD	Department of Justice and Constitutional Development
NCCA	National Contract Cleaner Association
OHSA	Occupational Health and Safety Act
PPPFA	Preferential Procurement Policy Framework Act
RFB	Request for Bid
UIF	Unemployment Insurance Fund
GCC	General Conditions of Employment
SCC	Special Conditions of Employment

SBD 1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DOJ&CD					
BID NUMBER:	RFB 09 2025	CLOSING DATE:	5 FEBRUARY 2026	CLOSING TIME:	11H00AM
DESCRIPTI ON	Appointment of a service provider for the supply, delivery and installation of three x-ra required at Pietermaritzburg, Mtubatuba and Scottsburg Magistrate courts: KwaZulu N Province: Department of Justice and Constitutional Development				
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 REPRESENTATI VE 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)? ☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B: TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
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.
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
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.

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES IS:

RAND (In figures) R.

RAND (IN Words)

.....

SIGNATURE OF BIDDER:

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

DATE:

SBD4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

3.1. 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. 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

3.1. 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..1. If so, furnish particulars:

.....
.....

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

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

2..1. If so, furnish particulars:

3. DECLARATION

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

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

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

3.2 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.

3.3 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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender.

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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		

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:

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