



RFB/MW/CE/03/2025-26/01

**PROVISION OF CLOSE PROTECTION AND ESCORTING SERVICES
FOR A PERIOD OF THREE (3) YEARS.**

ISSUED BY:

MAGALIES WATER
38 HEYSTEK STREET
RUSTENBURG
0300

PREPARED BY:

SUPPLY CHAIN MANAGEMENT UNIT
MAGALIES WATER
38 HEYSTEK STREET
RUSTENBURG
0300

Tender Queries:

Contact Name: R. Mulaudzi

Telephone: 014 597 4636

Technical Queries:

Contact Name: S.M Mahlo

Telephone: 014 597 4636

NAME OF TENDERER.....

BID PRICE OFFERED.....

VIRTUAL COMPULSARY BRIEFING SESSION: 21 April 2026 at 10:00

CLOSING DATE 05 May 2026 at 12:00PM

**TENDER SUBMISSION BOX: Magalies Water Building, 38 Heystek Street, Rustenburg,
0300**



<u>TABLE OF CONTENT</u>
1. Section 1 – Standard Bidding Documents
2. Section 2 – General Conditions of Proposal
3. Section 3 – Functional Specification Requirements

SECTION 1

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFB/MW/CE/03/2025-26/01	CLOSING DATE:	05 May 2026	CLOSING TIME:	12:00PM
DESCRIPTION	PROVISION OF CLOSE PROTECTION AND ESCORTING SERVICES FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MAGALIES WATER BUILDING, 38 HEYSTEK STREET					
RUSTENBURG					
0300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	R.MULAUDZI		CONTACT PERSON	S.M MAHLO	
TELEPHONE NUMBER	014 597 4636		TELEPHONE NUMBER	014 597 4636	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	rabelanim@magalieswater.co.za.		E-MAIL ADDRESS	simonm@magalieswater.co.za.	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ 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

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:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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.

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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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 all bids:

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

1.2 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) Either the 90/10 or 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 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIAL GOALS	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 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:

5.2 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—

5.2.1 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

5.2.2 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.)

Application of preference point system for Quotation & Tender procurement of below 50million.

Specific goal	Number of points (80/20 system)	Means of verification
Black people ownership equity	5	Central Supplier Database (CSD) report
Women equity	3	Central Supplier Database (CSD) report
Youth equity	2	Central Supplier Database (CSD) report
Disability	2	Medical certificate or (CSD)
Promotion of small businesses Medium- 2 Points Small- 3 Points Micro- 4 Points Other- 0 Points	4	Signed Financial Statements for transactions above R500 000.00
Locality Within 100km radius of where goods/service is required	3	Proof of address (tribal authority letter/ Lease agreement accompanied by municipal rates invoice/statement)
Military Veterans (MVA)	1	MVA force number/CSD
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm:.....

5.4 Company registration number:.....

5.5 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]

5.6 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the 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 2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

**POPIA consent by the Bidder**

Magalies Water undertakes to process the personal information of the Bidder and any related information supplied only in accordance with the conditions of lawful processing as set out in terms of POPIA and only to the extent that it is necessary to evaluate the tender document and within the framework of the Procurement process.

The bidder acknowledges that the collection of personal information is only for the evaluations process of the tender document.

The bidder irrevocably and unconditionally agrees-

- That he/she is notified of the purpose and reason for the collection and processing of such information in so far as it relates to the tendering and evaluation process,
- That he/she consents and authorizes the Magalies Water to undertake the collection, processing, and further processing of the bidder 's personal information and any information supplied to Magalies Water, for the purposes of evaluating the tender document.

The bidder gives and authorises this consent unconditionally for Magalies Water to lawfully process their personal information solely to evaluate the tender document

Thus, Done and Signed at

On This Day Of

2026

The Director / CEO Name and Surname.

Witnesses _____

(Signature)

Witnesses _____

(Signature)

SECTION 2

GENERAL CONDITIONS OF PROPOSAL

1. Proprietary Information

Magalies Water (MW) considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to MW. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of MW.

2. Enquiries

2.1 All communication and attempts to solicit information of any kind relative to this RFP should be channelled **in writing** to:

Name: Magalies Water

Telephone: 014 597 4636

E-mail: tenders@magalieswater.co.za. cc: rabelanim@magalieswater.co.za.

2.2 **Virtual Compulsory** tender briefing shall be on the **21 April 2026 at 10:00**

2.3 Enquiries in relation to this RFP will not be entertained **five days** prior to the closing date.

2.4 The enquiries will be consolidated, and MW will issue one response and such response will be posted, within two (2) days after the last day of enquiries.

2.5 The MAGALIES WATER may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against MW on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

3. Bid Validity Period

Responses to this RFP received from bidders will be valid for a period of **120** days counted from the bid closing date.

4. Instructions on submission of Bids

Bids should be submitted as follows:

- One (1) **original**
- One (1) **signed copy** and
- One (1) **electronic copy on USB in PDF format**

The bid documents must be placed in the bid box at the Main gate :

Magalies Water Building, 38 Heystek Street, Rustenburg, 0300 by no later than **05 May 2026 @ 12:00pm.**

- 4.1 Bids must be submitted in the prescribed response format, herein reflected as Response Format
- 4.2 The bid closing date, bidder name and the return address must also be endorsed on the bid document.
- 4.3 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. **Magalies Water (MW) will not be held responsible for any delays where bid documents are handed to the MW Receptionist.**
- 4.4 No bid response received by telegram, telex, email, facsimile or similar medium will be considered.
- 4.5 Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is the MW's policy not to consider late bids for tender evaluation.**
- 4.6 Amended bids may be sent in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing time.

5. Preparation of Bid Response

- 5.1 All the documentation submitted in response to this RFP must be in English.
- 5.2 The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 5.3 Bids submitted by bidders which are, or are comprised of companies must be signed by a person or persons duly authorized thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- 5.4 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by MW in regard to anything arising from the fact that pages of a bid are missing or duplicate
- 5.5 A valid tax clearance certificate or SARS Pin number must be included in the bid response.
- 5.6 A copy(s) of valid and current certificates from the professional organizations/ bodies that the bidder is affiliated to or a member of, must be included in the bid response.

6. Supplier Performance Management

Supplier Performance Management is viewed by MW as a critical component in ensuring value for money acquisition and good supplier relations between MAGALIES WATER and all its suppliers.

The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with MW, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance and ensure effective delivery of service, quality and value-add to MW's business.

7. MW's Rights

- 7.1 MW is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date.
- 7.2 MW reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the MW.
- 7.3 MW reserves the right to award this bid as a whole or in part.
- 7.4 MW reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.

8. Undertakings by the Bidder

- 8.1 By submitting a bid in response to the RFP, the bidder will be taken to offer / render all of the services described in the bid response submitted by it to MW on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 8.2 The bidder shall prepare for a possible presentation should MW require such and the bidder shall be notified thereof in good time before the actual presentation date. Such presentation may include a practical demonstration of products or services as called for in this RFP.
- 8.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by MW during the bid validity period indicated in the RFP and
- 8.4 calculated from the bid closing hour and date such offer and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.
- 8.5 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and

rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.

- 8.6 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on supplier under the supply agreement and SLA to be concluded with MW, as the principal(s) liable for the due fulfilment of such contract.
- 8.7 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered, shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become MW property unless otherwise stated by the bidder/s at the time of submission.

9. Reasons for disqualification

- 9.1 MW reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:
- 9.1.1 bidders who submit incomplete information and documentation according to the requirements of this RFP document;
 - 9.1.2 bidders who submit information that is fraudulent, factually untrue or inaccurate information;
 - 9.1.3 bidders who receive information not available to other potential bidders through fraudulent means;
 - 9.1.4 bidders who do not comply with **mandatory requirements** stipulated in the RFP document; and/or
 - 9.1.5 bidders who fail to attend a compulsory briefing session stipulated in the tender advert and/ or in this RFP document.
 - 9.1.6 Late bids will not be accepted for consideration.

10. RETURNABLE DOCUMENTS

Bidders shall submit their bid responses in accordance with the returnable stated below (each returnable must be clearly marked and/or labelled):

Stage 1A – Administrative Requirements

- a) Certificate of Authority for Signatory.
- b) Joint Venture Agreement and Power of Attorney, if applicable.
- c) Bidder must provide CSD report
- d) The bidder must complete and signed all prescribed standard bid forms
- e) Bidder must provide tax pin/ SARS tax certificate

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above to be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

STAGE 1B - MANDATORY REQUIREMENTS

- Attendance of the Compulsory briefing session.
- Bidder must submit electronic copy (PDF Format) on USB
- Valid COIDA letter of good standing from the Department of Labour
- Certified Valid Company PSIRA Registration Certificate.
- Valid SAPS (South African Police Services) issued Firearms Competency Certificate for the company Director or Valid SAPS issued Firearm Competency Certificate for the appointed official (Firearm Responsible Person) and the appointment letter from the company signed by the Company Director.
- Certified copies of company valid firearm licences (minimum of eight handguns and two rifles or shot guns)
- Copy of the Criminal Record Clearance certificate (not older than 3 months) of Owners/ Directors from SAPS or sourced through Afiswitch.
- Valid Liability Insurance Certificate of a minimum of R10 000 000 (Ten Million Rand). No letter of intent will be accepted
- Signed and Completed POPIA consent form

NB- Failure to comply with the requirements assessed (Mandatory Requirements). will lead to disqualification of bids.

STAGE 2: EVALUATION CRITERIA AND WEIGHTINGS

Evaluation Criteria weighting: **NB: Bidders who score less than 70 out of 100 points will be disqualified**

Required				
Category	Weight	Requirement	Score	Evidence required
				Comprehensive Company Profile No evidence submitted will result in zero-point scoring.
Company profile	5	Copy of company profile attached	5	
Proof of office				
Proof of office in Pretoria and Rustenburg areas	15	Lease agreement must be accompanied by municipal statement of rates or account statement for offices in	15	Attach lease agreement or

		Pretoria and Rustenburg areas		Municipal statement of rates or account. Failure to attach the above shall result in zero-point scoring
		No offices in Pretoria and Rustenburg	0	
Company Registration with PSIRA (years)				
Bidders must have a proven practical security industry experience	20	1-2 years	5	Submitted Security Company PSIRA date of registration will determine years of experience.
		3-4 years	10	
		5-6 years	15	
		7 or more years	20	Bidders with less than a year with PSIRA registration will score zero.
Company experience in security service provision				
Number of security services/projects for close protection services provided	40	1-2 close protection security projects	20	Reference letter must be provided and may be verified (references, to include company name, contact person and contact details (telephone number and e-mail address) must be attached. Failure to provide required necessary documentation will result in zero-point scoring.
		3 or more projects	40	
Proof of reliable two-way communication radios				

	5	Valid company ICASA (Independent Communications Authority of South Africa) registration for radio license or valid lease agreement/supporting letter from the lessor.	5	ICASA license on the bidding company's name must be attached or with supporting letter or lease agreement from the licence owner in case of lease. Failure to provide required necessary documentation will result in zero-point scoring.
		No Valid ICASA license	0	
Experience of personnel				
Company Security Officers relevant experience in the close protection field with proven track record.	15	0-1 Protector	0	Provide summarised 1-page CVs inclusive of employment history and close protection training information. Failure to attach CV's and certified training certificates would result to zero (0) point scoring.
		2 - 3 protectors with a minimum of 2 years of experience and relevant close protection training	10	
		3 or more protectors with a minimum of 3 or more years of experience and relevant close protection training	15	
TOTAL	100			

NB *Bidders must score a minimum score of 70 points on functionality including site visit to qualify for further evaluation on price and preference points.

STAGE 3: PRICE AND SPECIFIC GOAL

All bids that achieved the minimum threshold for functionality (acceptable bids) will be evaluated further in terms of the **80/20** preference point system, as follows:

CRITERIA	POINTS
Price	80
Specific Goal	20
TOTAL	100 points

Specific goal	Number of points (80/20 system)	Means of verification
Black people ownership equity	5	Central Supplier Database (CSD) report
Women equity	3	Central Supplier Database (CSD) report
Youth equity	2	Central Supplier Database (CSD) report
Disability	2	Medical certificate or (CSD)
Promotion of small businesses Medium- 2 Points Small- 3 Points Micro- 4 Points Other- 0 Points	4	- Central Supplier Database (CSD) report for transactions from rand value to R500 000.00. - Signed Financial Statements for transactions above R500 000.00
Locality Within 100km radius of where goods/service is required	3	Proof of address (tribal authority letter/ Lease agreement accompanied by municipal rates invoice/statement)
Military Veterans (MVA)	1	MVA force number/CSD
Total	20	

SECTION 3

FUNCTIONAL SPECIFICATION REQUIREMENTS

1. Special Instructions to Bidders

- 1.1 Should a bidder have reasons to believe that the Functional Specification Requirements are not open/ fair and/or are written for a particular brand or product or service provider; the bidder must notify MW Procurement within five (5) days after publication of the RFP.
- 1.2 Bidders shall provide full and accurate answers to the questions posed in this RFP document, and, **must** substantiate their response to all questions, including full details on how their proposal/solution will address specific functional/ technical requirements; failure to substantiate will disqualify the bidder as non-responsive. All documents as indicated should be supplied as part of the bid response.
- 1.3 Failure to comply with **Mandatory Requirements** will disqualify the bidder as non-responsive.

2. Background

- 2.1 Magalies Water is a state-owned business enterprise that operates within the South African legislation parameters of the Water Service Act 108 of 1997, Public Finance Management Act 1 of 1999 and Public Audit Act 25 of 2004. The primary function of Magalies Water is to supply treated water in bulk to its municipal, industrial and mining customers.
- 2.2 Magalies Water is a Schedule 3B public entity established in terms of the Public Finance Management Act (PFMA) and in terms of the Water Services Act 108 of 1997 (the Act), which stipulates the mandate of water boards. These are summarised as follows:
 - a) To provide bulk water services as primary activity in terms of Section 29 of the Water Services Act 108 of 1997;
 - b) And other activities in terms of Section 30 Water Services Act 108 of 1997;
- 2.3 MW has invested in facilities/projects in three provinces in South Africa. At times MW has a need to ensure the safeguarding of these investments. Security service providers will be required on an ad hoc basis to render services at various sites to guard MW properties and/or MW regional services.
- 2.4 The purpose of this tender is to appoint a suitable, reputable, qualified and experienced service provider with requisite knowledge, capacity and expertise to provide Close Protection and Escorting Services for Magalies Water (MW) employees and relevant stakeholders on an **“as-and-when required”** for example “as a result of the risks identified emanating from the Magalies Water operations” for a period of 36 months.

3. SCOPE OF WORK/ TERMS OF REFERENCE

- The purpose of this tender is to appoint a suitable, reputable, qualified and experienced service provider with requisite knowledge, capacity and expertise to provide Close Protection and Escorting Services for Magalies Water (MW) employees and relevant stakeholders on an **“as-and-when required”** for example “as a result of the risks identified emanating from the Magalies Water operations” for a period of 36 months.
- The objective of this Close Protection and Escorting Services is to render protection services to MW employees and relevant stakeholders without delay should there be a threat detected during the Threat and Risk Assessment (TRA) exercise. The main objective is to protect the at-risk-individuals and their immediate family members, should the threat assessment point out such as remedial action necessary.

3. THE SCOPE OF WORK FOR THE BIDDER INCLUDES BUT NOT LIMITED TO THE FOLLOWING:

3.1 Bidders must demonstrate their capabilities and qualifications in rendering and offering the required services as per scope of work. Close Protection and Escorting services must be provided to MW employees and relevant stakeholders based on the recommendation of a threat and risk assessment exercise. The Close Protection and Escorting service provider must be responsible for transporting the principal during office and/or after hours and perform escort duties when required. The services will predominantly be rendered in Gauteng (Pretoria area) and North West (Rustenburg area), hence it is a desire of Magalies Water to appoint a service provider with an existing office in both Pretoria and Rustenburg. However, services will also at times extend nationally and internationally in some instances.

3.2 THE PROJECT SCOPE MAY INCLUDE, AMONG OTHERS, SOME OR ALL OF THE FOLLOWING FACTORS DEPENDING ON THE NATURE OF THE ASSIGNMENT:

- 3.2.1 Close Protectors with a minimum Grade C to be available for seven days a week (including public holidays)
- 3.2.2 Appropriate Firearms such as pistols and tactical rifle to assist in delivering the required services
- 3.2.3 Provisioning of removable guard house and chemical toilet facility if applicable.

- 3.2.4 Safety and Protective Clothing must be provided as and when needed, also for the and protected person/s if required.
- 3.2.5 Surveillance and counter-surveillance that identifies and deters potential attackers prior to striking.
- 3.2.6 Planning of daily route to and from the residence or office and or any other venue.
- 3.2.7 Performance of reconnaissance by conducting advance checks of venues, routes, and surroundings (including CCTV, communication blackspots) and continuous monitoring for suspicious activity.
- 3.2.8 Proactively identifying threats, vulnerabilities, and creating comprehensive security strategies for events, travel, and daily life.
- 3.2.9 Provisioning of encrypted two-way radios and earpieces to enhance communication among the team.
- 3.2.10 Providing a physical presence, escorting the client, controlling access to them, and using physical intervention if necessary to neutralize threats.
- 3.2.11 Planning secure routes, vetting of vehicles, and ensuring safety during all forms of travel (air, road).
- 3.2.12 Provide appropriately trained personnel to handle medical emergencies, security breaches, and other crises swiftly and effectively.
- 3.2.13 Collaboration with other team members, local authorities, venue staff, and event organizers.
- 3.2.14 Operating with high levels of confidentiality, patience, and cultural awareness, often remaining unseen while providing robust security

4. DUTIES OF THE CLOSE PROTECTORS

- 4.1** Risk Assessment and planning by identifying threats, vulnerabilities, planning routes, securing venues, and creating contingency plans.
- 4.2** Providing a constant, discreet escort and being ready for immediate physical intervention as part of physical protection duties.
- 4.3** Vigilantly watching for suspicious activity or individuals, using surveillance and other methods as an effort of threat monitoring to swiftly act and neutralize it before it materializes.
- 4.4** Planning routes, vetting vehicles, and using advanced driving skills for safe movement to provide effective transport security service.

- 4.5 Conducting advance venue checks, managing access control, and collaborating with local security stakeholder as event security management responsibility.
- 4.6 Handling security breaches, medical emergencies, and crisis management as emergency response duties.
- 4.7 Gathering information and conducting counter-surveillance using different forms of intelligence gathering techniques.
- 4.8 Exercising discretion about the client's life, business, and personal matters as a requirement for maintaining strict confidentiality.
- 4.9 Maintenance of personal security awareness.
- 4.10 Maintaining security of principal and members of immediate family at the home.
- 4.11 Liaise and communicate with Principals and senior security manager.
- 4.12 Plan and prepare to protect their clients from physical harm, unwanted attention, or threats of violence.

5. REQUIRED COMPETENCIES OF THE CLOSE PROTECTION OFFICER

- 5.1 Respond in medical crisis.
- 5.2 Excellent report writing skills.
- 5.3 Analytical and diagnostic ability relevant to the security threat assessment before and during the execution of a task.
- 5.4 Negotiation and conflict resolution skills.
- 5.5 Ability to actively analyse all critical and threatening situations.
- 5.6 Active thinking, critical analysis and communication skills.
- 5.7 Excellent vision and hearing.
- 5.8 Appropriate physical fitness.
- 5.9 High level of integrity.
- 5.10 React speedily when under pressure or threat.
- 5.11 Advanced driving skills with relevant courses to support.
- 5.12 Grade 12 (National senior certificate).
- 5.13 Minimum Grade C PSIRA registration.

5.14 Appropriate Close Protection Officer's training from a recognized institution.

5.15 Proficiency with firearms (different caliber).

5.16 First Aid Training

6. CLOSE PROTECTOR OPERATIONS MANAGEMENT

6.1 All shifts are 12-hour shifts interchangeably.

6.2 Depending on MW needs and threat assessment outcome, some shift maybe less than 12 Hours.

6.3 The one shift will take over from the other at any specific station to ensure continued surveillance/control.

6.4 Service provider must keep Occurrence Book (OB) for the recording and reporting of any incidents to the Head of Security.

7. PERFORMANCE REPORTING

7.1 Submit weekly and monthly security reports to the Head of Security detailing threats, challenges and successes whilst rendering the services for each assignment.

7.2 The service is on an "**as-and-when required**" and assignment periods may vary depending on the duration of the threat.

7.3 The expected outcomes and deliverables will be determined on a project-by-project basis based on the needs.

8. LIABILITY INSURANCE

The service provider(s) must take out sufficient insurance against claims, costs, loss of life, injury to the third party and/or damage to movable or immovable property ensuing from their responsibilities and shall ensure that such insurance remains active for the duration of this agreement. The minimum amount of R 10 000 000. 00 (ten million rands).

9. INDEMNITY INSURANCE

9.1 MW does not assume responsibility for those inherent risks which may cause unfortunate accidents or incidents during the normal working conditions of close protectors.

9.2 MW will not be held responsible for injury, death, damage, loss, delay, cost, expense, or inconvenience arising from incidences associated with the inherent working that is beyond our control.

9.3 Failure by the preferred bidder to supply the required services may result in the contract being terminated.

10. DURATION

The estimated project duration is as follows:

- Three (3) years from date of appointment of contract.

11. CONTRACT

The contract to be used for this tender will be the Magalies Water Service Level Agreement (SLA), which will be a binding contract between Magalies Water and the successful bidder.

12. PAYMENTS

The Service Provider shall be paid within thirty (30) Days from the date of receipt of invoice

13. PENALTIES

All penalties for non-performance will be set out in the Service level agreement.

ANNEXURES

ANNEXURE 1 – PRICE PROPOSAL

Table 1- Year 1

Service description	Daily rate per unit	Total daily rate per 12 hours	Monthly price (Daily rate X 30 days)
4 X fully trained and equipped			

close protectors			
2 X SUV vehicle (i.eToyota Fortuner 2.8 GD6/BMW X5/Ford Everest etc. NB: Travelled km's will be reimbursed according to Department of Transport rates			
1 X protectors transportation vehicle (i.e Toyota Corolla/ Polo TSI etc.) NB: Travelled km's will be reimbursed according to Department of Transport rates			
Total monthly price			
VAT			
Total monthly price (VAT incl)			

Table 2- Year 2

Service description	Daily rate per unit	Total daily rate per 12 hours	Monthly price (Daily rate X 30 days)
4 X fully trained and equipped			

close protectors			
2 X SUV vehicle (i.eToyota Fortuner 2.8 GD6/BMW X5/Ford Everest etc. NB: Travelled km's will be reimbursed according to Department of Transport rates			
1 X protectors transportation vehicle (i.e. Toyota Corolla/ Polo TSI etc.) NB: Travelled km's will be reimbursed according to Department of Transport rates			
Total monthly price			
VAT			
Total monthly price (VAT incl)			

Table 3- Year 3

Service description	Daily rate per unit	Total daily rate per 12 hours	Monthly price (Daily rate X 30 days)
6 X fully trained and equipped			

close protectors			
3 X SUV vehicle (i.eToyota Fortuner 2.8 GD6/BMW X5/Ford Everest etc. NB: Travelled km's will be reimbursed according to Department of Transport rates			
1 X protectors transportation vehicle (i.e Toyota Corolla/ Polo TSI etc.) NB: Travelled km's will be reimbursed according to Department of Transport rates			
Total monthly price			
VAT			
Total monthly price (VAT incl)			
Total annual price (VAT incl)			

Escalation for Table 1-3

Total for year 1 (Inclusive VAT) TOTAL MONTHLY RATE X 12	R
Escalations for year 2 (Inclusive VAT)	R
Escalations for year 3 (Inclusive VAT)	R
Grand Total Price for the tender (Inclusive VAT)	R

1. AD HOC PRICING

NB: The ad hoc will only be invoiced when used. These costs and invoicing should be separate from the main BOQ as it will only be done on request and approval by the Accounting Officer.

Overnight accommodation for the protectors when working outside their normal work stations will be covered for by Magalies Water to ensure seamless logistical arrangement as the officers accommodation must be secured at the same establishment used by the principal.

Table 4 - Ad hoc rates per day/month

Service description	Daily rate per unit	Total daily rate per 12 hours	Monthly price (Daily rate X 30 days)
2(day shift) static fully trained, equipped and armed Grade C security officers in private clothes			
2(night shift) static fully trained, equipped and armed Grade C security officers in private clothes			
Removable guard hut with ablution facility			
Total monthly price including overheads			
VAT			
Total monthly price (VAT incl)			

Table 5 - Ad hoc rates per day/month

Service description	Daily rate per unit	Total daily rate per 24 hours	Monthly price (Daily rate X 30 days)
2(day shift) Grade B trained armed security officers			
2(night shift) Grade B trained armed security officers			

Total monthly price including overheads	
VAT	
Total monthly price (VAT incl)	

Table 6 - Ad hoc hourly overtime rates (for work outside 12-hour shift)

Service description	Hourly rate
Ad hoc hourly overtime rate	

Table 7 - Daily VIP transportation rate

Service description	Type of vehicle	Price per day
Armoured VIP transportation vehicles	SUV -B4	
	SUV -B6	
	LDV (D/C)– B4	
	LDV-B6 (D/C)	
	Sedan -B4	
	Sedan -B6	
Unarmoured VIP Transportation Vehicle	Type	Price per day
	Sedan	
	SUV	
	LDV Double Cab	
Protectors transportation vehicle (i.e etc.)	i.e Toyota Corolla Polo TSI etc.	

NB: All official travelled km's will be reimbursed according to Department of Transport rates

NB: The ad hoc services will only be invoiced when used for. These costs and invoicing should be separate from the main BOQ as it will only be done on request and approval the Accounting Officer.

SCHEDULE OF VARIATIONS AND OMISSIONS

Notes:

1. The extent of deviations from the Tender documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Bidders covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of Offer and Acceptance; the outcome of such

agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract