

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HOME AFFAIRS					
BID NUMBER:	DHA11-2025	CLOSING DATE:	01 AUGUST 2025	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER(S) FOR PHYSICAL SECURITY GUARDING SERVICES IN FREE STATE AND NORTHERN CAPE PROVINCES FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BROWN STEEL BID BOX SITUATED AT THE MAIN ENTRANCE OF THE BUILDING (STREET ADDRESS)					
Department of Home Affairs - Northern Cape Provincial Office					
69 Du Toitspan Road					
Old Absa Building					
Kimberley, 8300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Lettie Mbatha Ngobile Chonco		CONTACT PERSON	Simon Ratau	
TELEPHONE NUMBER	(012) 406 2750 (012) 406 2789		TELEPHONE NUMBER	(012) 406 4336	
E-MAIL ADDRESS	Lettie.Makhudu@dha.gov.za Ngobile.Chonco@dha.gov.za		E-MAIL ADDRESS	Simon.Ratau@dha.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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:

INSTRUCTIONS TO BIDDERS

1. THE TENDER DOCUMENTS

Rules for Bidding

- 1.1. The Department is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- 1.2. The Department reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the Department decide not to proceed with the tender.
- 1.3. The Department also reserves the right to appoint any other person to undertake any part of the tasks.
- 1.4. The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture or a consortium arrangement. The Department will enter into a single contract with a single entity for the delivery of the work set out in these tender documents.
- 1.5. The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 1.6. All South African firms submitting bids as part of a consortium or joint venture must submit valid original tax clearance certificates.
- 1.7. All bidders submitting bids as part of joint venture, consortium, **must** submit the following:
 - i. A joint venture agreement or a consortium agreement signed by all companies forming a joint venture or a consortium.
 - ii. A valid tax clearance certificate and/ or pin issued by South African Revenue Services (SARS) for all companies that form part of a joint venture or a consortium.
 - iii. A consolidated Central Supplier Database(CSD) Report.
 - iv. A consolidated SANAS B-BBEE certificate or a consolidated B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC).
- 1.8. Foreign firms providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.
- 1.9. The service provider and its affiliates are disqualified from providing goods, works, and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.
- 1.10. Firms may ask for clarification on these tender documents or any part thereof up to close of business 1 week before the deadline for the submission of the bids.
- 1.11. The Department reserves the right to return late bid submissions unopened.
- 1.12. Firms may not contact the Department on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons, or bid award decisions in any manner, may result in rejection of the bid concerned.

- 1.13. Should the contract between the Department and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.

Conditions of the Tender

- 1.14. The General Conditions of contract will apply.
- 1.15. The Department will become the owner of all information, documents, programmes, advice, and reports collected and compiled by the service provider in the execution of this tender.
- 1.16. The copyright of all documents, programmes, and reports compiled by the service provider will vest in the Department and may not be reproduced or distributed, or made available in any other way without the written consent of the Department.
- 1.17. All information, documents, programmes, and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Department.
- 1.18. Bidders shall undertake to limit the number of copies of this document and destroy them in the event of their failure to secure the contract.
- 1.19. The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of the Department.

Processing of the Bidder's Personal Information

- 1.20. All personal information of the Bidder, its employees, representatives, associates, and sub-contractors ("Bidder Personal Information") required under this bid is collected and processed to assess the strength and competitiveness of the proposal. The evaluation and award of the contract shall be conducted following applicable legislation, policies, and standards. The Bidder is advised that Bidder Personal Information may be passed on to third parties to whom DHA is compelled by law to provide such information. For example, where appropriate, DHA is compelled to submit information to the National Treasury's Database of Restricted Suppliers.
- 1.21. All Personal Information collected will be processed under Protection of Personal Information Act (POPIA).
- 1.22. The following persons will have access to the Personal Information that has been collected:
- a) DHA personnel participating in procurement/award procedures; and
 - b) Members of the public: when the bid is awarded, some of the following information will have to be made available on the National Treasury's e-Tender portal and DHA website:
 - Contract description and bid number
 - Names of the successful bidder(s) and preference points claimed
 - The contract price(s) (if possible)
 - Contract period

- Names of directors; and
- Date of completion/award

1.23. In signing the bid document, the Bidder consents to the use of its Personal Information for the purposes as specified in the paragraphs above

Cost of Bidding

1.24. The Bidder shall bear all costs associated with the preparation and submission of its bid and the Department, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

Content of Tender Documents

1.25. The services required, tender procedures and contract terms are prescribed in the tender documents, which include:

- i. Instruction to Bidders;
- ii. Technical Bid;
- iii. Terms of Reference;
- iv. Evaluation Criterion;
- v. Financial Bid;

1.26. The Bidder is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a bid not responsive to the tender documents in every respect will be at the Bidder's risk and may result in the rejection of the bid.

Clarification of Tender Documents

1.27. The Department will respond in email to any request for clarification of the tender documents which it receives no later than 1 week prior to the deadline for submission of bids prescribed by the Department.

1.28. Briefing session.

Bidders are invited to a non-compulsory virtual (Microsoft Teams) briefing session that will be held as follows:

Date and time: Friday, 04 July 2025 at 10h00 to 11h00.

https://teams.microsoft.com/join/19%3ameeting_ZDc2YjZmYtYzExMi00MTlmLWExYjYtODdkMGNhN2FmMTI2%40thread.v2/0?context=%7b%22id%22%3a%225afed814-43e4-4135-ac14-8bbc853379ef%22%2c%22oid%22%3a%22bff1c90d-0a0a-4944-bb8f-ecab20fe725b%22%7d

Amendment of Tender Documents

1.29. At any time prior to the deadline for submission of bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.

- 1.30. All prospective bidders who have received the tender document will be notified of the amendment in writing or by fax, and same will be binding on them.
- 1.31. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Department, at their discretion, may extend the deadline for the submission of bids.

2. PREPARATION OF BIDS

Language of Bid

- 2.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Department shall be written in English.

Documents Constituting the Bid

- 2.2. The bid prepared by the Bidder shall comprise the following components:

a) Technical Bid, including:

- i. Invitation to Bid (SBD 1)
- ii. Tax Clearance Certificate
- iii. Bidder's Disclosure (SBD4)
- iv. Preferential Points Claim Forms (SBD 6.1)
- v. General Conditions of contract
- vi. CSD report
- vii. **Letter of Authority**
 - The title, name, surname, and position of an authorised person to sign the bidding documents and communicate with the department on behalf of the bidding company.
 - The contact details of the authorised person including the telephone number or work cell number and the email address.
- viii. Completed Technical Specification Document

b) Financial Bid, comprising:

- i. Price Schedule & Professional services (SBD 3)
- ii. Preferential points specific goals

Bid Prices

- 2.3 Prices indicated on the Price Schedule shall be the total price of services including, where applicable:
- All duties and other taxes;
 - The price of transportation, insurance, and other costs incidental to the delivery of the services to their final destination;
 - The price of any other incidental services required in terms of the tender deliverables;

- 2.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.
- 2.5 A bid submitted with a variable price quotation will be treated as non-responsive and rejected.
- 2.6 Prices shall be quoted in South African Rands.
- 2.7 The Department has limited resources and bids must be competitive, with market-related pricing, as this will be one of the deciding factors in the final award of the contract.

Period of Validity of Bids

- 2.8 Bids shall remain valid for 90 days after the closing date of the bid prescribed by the Department. A bid valid for a shorter period shall be rejected by the Department as non-responsive.
- 2.9 In exceptional circumstances, the Department may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

Format and Signing of Bid

- 2.10 The Bidder shall prepare one copy of the Technical Bid and Financial Bid separately, clearly marking each "Original Technical Bid" and "Original Financial Bid", as appropriate. **Apart from hard copies, a copy should also be provided on CD or memory stick. In the event of any discrepancy between the two, the original shall govern.**
- 2.11 The original and CD or Memory stick of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 2.12 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

Sealing and Marking of Bids

- 2.13 The original and CD or Memory stick of the Technical Bid shall be placed in a sealed envelope clearly marked Technical Bid and the original and CD or Memory stick of the Financial Bid shall be placed in a sealed envelope clearly marked Financial Bid and warning "Do not open with Technical Bid". All the inner envelopes shall then be placed into an outer envelope. The inner and outer envelopes shall be addressed to the following address:

Department of Home Affairs - Northern Cape Provincial Office
69 Du Toitspan Road
Old Absa Building
Kimberley
8300

- 2.14 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late.
- 2.15 If the outer envelope is not sealed and marked as required above, the Department will assume no responsibility for the bid's misplacement or premature opening.
- 2.16 Faxed or emailed bids will not be accepted. **Only hand-delivered bids submitted before the due date and time will be accepted.**

Closing Date of Bids

- 2.17 Bids (Technical and Financial) must be received by the Department at the address specified under clause 2.13 above. In the event of the specified date for the submission of Bids being declared a holiday for the Department, the Bids will be received up to the appointed time on the next working day.
- 2.18 The Department may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Department and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids

- 2.19 Any bid received by the Department after the deadline for submission of bids prescribed by the Department will be rejected and/or returned unopened to the Bidder.

Modification and Withdrawal of Bids

- 2.20 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Department prior to the deadline prescribed for submission of bids.
- 2.21 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of this bid. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 2.22 No bid may be modified subsequent to the deadline for submission of bids.
- 2.23 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the Invitation to Bid form.

3. EVALUATION OF BIDS

Clarification of Bids

- 3.1. During evaluation of bids, the Department may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

Preliminary Examination

- 3.2. The Department will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract and Technical Specifications and whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 3.3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid may be rejected.
- 3.4. If a bid is not responsive and not fulfilling all the conditions of the Contract and not meeting Technical Specifications, it will be rejected by the Department and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Evaluation and Comparison of Bids

- 3.5. The Department will evaluate and compare the financial bids only of those Bidders whose Technical Bid has been accepted by the Department.
- 3.6. The Department's evaluation of a financial bid will take into account information to be provided on the SBD 3.

Contacting the Department

- 3.7. Subject to clause 3.1 above, no Bidder shall contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Department, it should do so in writing.
- 3.8. Any effort by a Bidder to influence the Department in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

4. AWARD OF CONTRACT

Post qualification

- 4.1. The Department will determine to its satisfaction whether the Bidder that is selected as having submitted the highest evaluated responsive bid meets the criteria specified in these documents, and is qualified to perform the contract satisfactorily.
- 4.2. The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the bidder, as well as such other information as the Department deems necessary and appropriate.

- 4.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Department will proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

Department's right to vary Quantities at Time of Award

- 4.4. The Department reserves the right at the time of Contract award to increase or decrease the quantity of the services originally specified in the Terms of Reference without any change in unit price or other terms and conditions.

Department's right to accept or reject any or all Bids

- 4.5. The Department reserves the right to:
- Accept or reject all or individual items of this bid;
 - Accept one or more bids submissions reject individual items;
 - Request clarification or further information regarding any item in the Proposal;
 - Request further information from any bidder after the closing date;
 - Accept a bid that may not reflect the lowest pricing;
 - Consider any bid that may not conform to any aspect of this bid;
 - Annul the tender process and reject all bids at any time prior to contract award;
 - Consider such alternate services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise;
 - Award the contract or any part thereof to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.

Notification of Award

- 4.6. Prior to the expiration of the period of bid validity, the Department will notify the successful bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 4.7. The notification of award will constitute the formation of the Contract.

Signing of Contract

- 4.8. At the same time as the Department notifies the successful bidder that its bid has been accepted, the Department will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 4.9. Within 2 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract Form and return it to the Department.

Termination of Service

- 4.10. In case of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of service, the stipulation of the General Conditions of Contract and the Special Conditions of Contract, shall be applicable.
- 4.11. Should the Department, after a reasonable period of notice, of not less than seven days, in writing, depending upon the circumstances, call upon the service provider to comply with any of the conditions and should he/she fail to do so, the Department shall, without prejudice to any of its rights be entitled to cancel the contract, and to claim from the service provider any damage or loss that might have been suffered, including any additional expense incurred by it having either to invite fresh bids or to accept any less favourable bid.

Unsatisfactory Performance

- 4.12. Failure to comply with the conditions of the contract, the Department shall be entitled, without prejudice to its other rights, to cancel the contract in terms of the General Conditions of Contract. Delays beyond time limits and timeframes agreed upon between the parties. Failure to meet the performance standards indicated in the contract

Assignment

- 4.13. The contractor shall not, without prior written authority of the Department, cede, assign or transfer its rights or obligations in respect of this contract or any part thereof or any share of interests herein, directly or indirectly, to any person, firm or organization whatsoever.



home affairs

Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

DHA11-2025

**APPOINTMENT OF SERVICE PROVIDER(S) FOR PHYSICAL SECURITY GUARDING SERVICES IN FREE STATE AND
NORTHERN CAPE PROVINCES FOR A PERIOD OF 36 MONTHS**

CLOSING DATE AND TIME OF BID:

01 August 2025 at 11h00

Bidders are invited to a non-compulsory virtual (Microsoft Teams) briefing session that will be held as follows:

Date and time: Friday, 04 July 2025 at 10h00 to 11h00

Link to the virtual meeting

https://teams.microsoft.com/join/19%3ameeting_ZDc2YjIzYmYtYzExMi00MTlmLWExYjYtODdkMGNhN2FmMTI2%40thread.v2/0?context=%7b%22Tid%22%3a%225afed814-43e4-4135-ac14-8bbc853379ef%22%2c%22Oid%22%3a%22bff1c90d-0a0a-4944-bb8f-ecab20fe725b%22%7d

DISCLAIMER

The Department of Home Affairs (DHA)'s bid documents and tender processes are free of charge. DHA will not call or send any official to demand payment for tender services.

Be advised that all tender notices, bids received, and awards are published on www.dha.gov.za.

The Department requests all suppliers and the business communities out there to be vigilant around matters of procurement and if in doubt, do not hesitate to contact the contact persons on the relevant procurement document or the department.

BID VALIDITY PERIOD: 90 DAYS

Department of Home Affairs
Supply Chain Management

TERMS OF REFERENCE

OBJECTIVES

1. The objectives (aim) of this tender are:
 - To invite bids from suitable security service provider(s) who are capable to identify and mitigate security risks through the deployment of properly trained Security officers in the security field to maximize the protection of Department of Home Affairs (DHA personnel, assets and its facilities at Free State and Northern Cape offices for period of thirty-six (36) months and renewable for another period not exceeding twelve (12) months at the discretion of the Department subject to satisfactory performance and availability of funds.

BACKGROUND

2. The Department of Home Affairs (DHA) is, in view of the nature of its mandate, vision, and mission, exposed to security risks, threats, and vulnerabilities. These contingencies and vulnerabilities on the premises or offices of the DHA necessitate a security structure responsible for safeguarding of human lives (staff, clients, visitors, and service providers), property, DHA assets, personal belongings, and information.
3. It is therefore essential that the Department enlists the services of reputable, experienced, and well-resourced service providers to provide Physical Guarding and Security Incident Management services to the Department which entails access control, guarding of premises, patrolling of premises, protection of personnel, protection of property, protection of DHA assets, protection of visitors, protection of information, event security management, and execute other security functions including ad-hoc duties as required by the Security Services Manager at the DHA. It is within this context that the service providers must comply with the following aspects:
 - Be registered as a security service provider with the Private Security Industry Regulatory Authority (PSIRA);
 - Deliver a quality and professional security service;
 - Provide back-up service/s in cases of emergency, without deviation from the Service Level Agreement ("SLA");
 - Provide properly trained and registered security officers, as per the PSIRA requirements;
 - Provide honest and properly screened security personnel;
 - Professionally manage Security officers deployed at all DHA Sites; and
 - Assume full liability for direct damages, as well as indirect / consequential / special damages incurred by DHA due to the malicious, intentional, fraudulent, reckless or grossly negligent acts or a breach of the confidentiality provisions of the SLA by the contracted service provider/s.

SCOPE AND EXTENT OF THE TENDER

4. The successful bidder(s) will be expected to execute and conduct the following tasks for/ provide the following services/items to the Department:
 - 4.1. The bid will be advertised for Free State and Northern Cape offices for Physical Security Guarding.

- 4.2. The Department requires the deployment of Grade C Security Officers as per deployment schedule attached **(Annexure B)**. There should be no interruption of the required service during weekdays, weekends, and public holidays.
- 4.3. This service entails the provisioning of security officials with the supervision necessary for the proper, efficient and economic performance of the Security Services and shall ensure that such performance is carried out in such a way that it will enable the Department to promote its counter-corruption efforts, and secure its assets, infrastructure, information, documents, employees and all the Client's authorised third parties within the Sites, third party property and information.
- 4.4. The Security Officers are required to guard the premises daily for 24hours and conduct access control of all visitors into the building. The officers are also required to conduct hourly surveillance of the premises.
- 4.5. The department also has a right to increase the number of sites/offices in which services are or might be required. The department also has a right to increase the number of security guards required for each sites/offices.
- 4.6. The service provider shall maintain the same rates as quoted should DHA decide to increase offices/sites or request for services for Saturdays/Sundays/Public Holidays or request services of additional guards.
- 4.7. The Department may from time to time and in writing require ad hoc service(s) from the Service Provider under the same terms and conditions of this Agreement and where applicable in terms of the Individual Agreements. The service provider shall adjust the total cost but maintain the same unit rates as quoted.
- 4.8. The functions are to be performed as per General Scope of Work attached **(Annexure A)**.

SPECIAL CONDITIONS OF CONTRACT

5. To achieve the above the successful bidder will be required to meet the following requirements:
 - The service provider(s) may not recruit or shall attempt to recruit an employee of the Department of Home Affairs for the purposes of preparation of bid or for the duration or the execution of this contract or any part thereof.
 - Guards must be South African citizens with no criminal record.
 - Guards must be able to speak, read and write in English.
 - Guards must be registered with PSIRA for the grade specified.
 - The bidder shall pay all security officers deployed or placed at DHA at or above legislated levels.
 - The successful bidder must provide at each site, at own cost,
 - Electronic active guard patrol monitoring system to the guard(s) when reporting for duty/knocking of and also doing patrolling rounds;
 - Batons;
 - Handcuffs;
 - Whistle;
 - Pen and pocket book;

- Torch;
- Communication devices/radios/press to talk gadgets Radio; (ability to connect to all sites)
- Panic buttons (for armed response unit);
- Pepper spray noting that all staff must have the training certificate in the use of these products;
- Registers
- Minimum two hand-held metal detectors for each site
- All mandatory access control books
- Occurrence Book
- Gun safes (where practical to install and remains the property of the service provider)
- The Service Provider must provide electronic active guard patrol monitoring system to the guard(s) when reporting for duty/knocking off and doing patrolling rounds. A logbook detailing the full name, contact information, Identity Number and reason for the visit to the property must be logged in the logbook with the accompanying signature of the visitor. The security on site is to ensure that no unauthorized visitors are allowed on site and that any person/s visiting the site is upon approval from DHA Office Manager or Security Manager. The printout of the monitoring system and copy of the logbook must be provided to DHA as and when required to do so.
- In order to mitigate against fronting and non-compliance with laws and regulations, the company and its workforce will be periodically verified against compliance with all legislative provisions and if found non-compliant, the Department will replace the non-compliant service provider with an alternative service provider.
- The Service Provider shall at all times be held strictly liable and accepts responsibility for all damage of whatsoever nature (including consequential and special damages) due to any acts or omissions by the Security Officers, servants, agents, assigns, contractors and sub-contractors in the provision of the Security Services.
- The Department reserves the right to award the bid to one or more service providers and to allocate provinces based on demonstrated existing capacity and capabilities to the first and second highest scoring bidders.
- The Department reserves the right to vary the number of sites and guards depending on operational needs and availability of funds. In such event, the successful security service provider(s) shall adjust its fees in accordance with the changed requirements of DHA.
- The successful bidder must provide an electronic active guard patrol monitoring system at no cost to the Department.
- The Department has guard houses and where it does not have the successful bidder may provide temporary structure at own cost which shall remain the property of the bidder.
- These services will be a required for a period of thirty-six (36) months and renewable for another period not exceeding twelve (12) months at the discretion of the Department subject to satisfactory performance and availability of funds as per the deployment schedule (**Annexure B**).

- The successful bidder must ensure that they have registered Firearms with licences should there be a need for such.
- DHA reserves the right to subject any bidder for a security clearance through the State Security Agency (South Africa) and if a negative security screening report is issued the services of the bidders will be terminated with immediate effect.
- The successful Bidder must have an operational office in the Province/s bidding for or open it within three (3) months after appointment.

TENDER DELIVERABLES / OUTPUTS AND TIMEFRAMES

6. The primary deliverables to be achieved:
- Safeguarding of DHA premises and assets in line with the deployment schedule (**Annexure B**) for a period of 36 months and discretionary renewable for another period not exceeding twelve (12) months subject to satisfactory performance and availability of funds.

LOGISTICS AND TIMING

- **Project location(s):**
 - Free State and Northern Cape
- **Expected commencement date:**
 - 14 November 2025
- **Project period:**
 - Thirty-six (36) months and renewable for another period not exceeding twelve (12) months at the discretion of the Department subject to satisfactory performance and availability of funds.
- **Bid proposal**
 - Service Provider must provide a properly referenced bid proposal in response to this TOR document with clear headings and information required to evaluate the bid against the requirements stipulated in this TOR document. The bid proposal response must indicate the following:
 - ❖ The bidding company's profile, including proof of compliance with all the requirements as per the TOR document.
 - ❖ The pricing information as per **Annexure B**.
 - ❖ Where substantiations are required, a certified copy of certification or proof is required to be attached to the bid response.
 - Bid documents may either be submitted through a courier services or hand delivered to the brown steel bid box situated at the main entrance of the Northern Cape Provincial Office at the address indicated on SBD 1 form attached on the Home Affairs' tender document. If the bid documents are submitted

through a courier services, **it is the responsibility of the bidder to ensure that the documents are submitted by the closing time and date.**

- Bidder(s) are required to submit two (2) original bid proposal response documents as per paragraph 2.10 of the tender document under instruction to bidders:
 - ❖ One (1) original technical bid document;
 - ❖ One (1) original financial bid document and;
- One (1) compact disc (CD) or universal serial bus (USB) with PDF content of each bid document by the closing date and time. Each bid response document and CD must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the bid response document and information in the CD or USB must be clearly labelled. Pricing information. Bid price must include VAT and should be fully inclusive to deliver all goods / services indicated in the terms of reference.

- **Fee structure**

- The prospective service provider's rates and costs must be in line with the minimum National Bargaining Council for the Private Security Sector requirements, as the Bid Evaluation Committee (BEC) will consider minimum rates as prescribed by Department of Labour and Employment.
- National Bargaining Council for the Private Security Sector pricing structures. Bidders deviating from National Bargaining Council for the Private Security Sector pricing structures by quoting below the current year National Bargaining Council for the Private Security Sector pricing structure shall be deemed non-compliant and therefore will be disqualified.
- Bidder(s) must complete **Annexure B** pricing schedule and indicate the total bid price in the **SBD 3.3** form. The bidder must quote price as firm, the price will remain as such for the duration of the contract. Based on the specifications outlined in **Annexure B**, give a specific pricing breakdown for the 3-year contract. Year 1 to year 3 pricing should be firm. Clearly specify proposed annual increases in Year 2 and 3 and incorporate same in the total bid price.
- Pricing information. Bid price must include VAT and should be fully inclusive to deliver all goods / services indicated in the terms of reference.

7. EVALUATION STAGES

The following evaluation process will be followed to evaluate the bids received:

Stage	Description	Applicable for this bid
Stage 1A	Non-compulsory briefing session.	Yes
Stage 1B	Initial screening process / compliance with bid requirements.	Yes

Stage	Description	Applicable for this bid
Stage 2	Pre-qualification criteria evaluation.	Yes
Stage 3	Mandatory requirements evaluation.	Yes
Stage 4A	Technical proposal evaluation.	Yes
Stage 4B	Control room bidder assessment	Yes
Stage 5	Price / Specific goals.	Yes

Stage 1A: Briefing session

- Non-compulsory Briefing session will be held virtually.

Stage 1B: Initial screening process/compliance with bid requirements

- Verification of bidder's compliance with bid requirements.

No.	Compliance Checklist	Yes / No
1.	The bidder is registered on the National Treasury Central Suppliers Database (CSD).	
2.	The bidder is in business (as indicated on CSD).	
3.	The bidder is not a restricted supplier/ or does not have a restricted director(s) (as indicated on CSD).	
4.	The bidder is Tax Compliant (as indicated on CSD) or verified through SARS	
5.	The bidder is not a government employee (as indicated on CSD).	
6.	The bidder completed SBD 1 Form in full together with the letter of authority.	
7.	The bidder completed SBD 4 Form in full and did not reveal any information or past practices that prohibits the supplier from conducting business with the state.	
8.	The bidder completed SBD 6.1 Form in full and must indicate claimed points for each preference point system and attach evidence as per Table 1.	

Stage 2: Pre-qualification criteria evaluation.

- Compliance with the prequalification requirements.
- Bidders must comply with all the following **National Bargaining Council for the Private Security Sector (NBCPSS)** requirements in line with the Labour Relations Act, 1995, Government Gazette dated 02 February 2024.
- Bidders must comply with the **Main Collective Agreement (MCA)** signed by Minister on 23 January 2024.

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- In terms of the **NBCPSS** any Bidder as defined by the **MCA** who wishes to bid for a contract to provide services related to the private security sector must comply with the following Pre-qualification requirements
- Bidders who do not indicate (“**Yes**”) or fail to fully complete the criterions below will be disqualified.
- Bidders who fail to meet the prequalification requirements will be disqualified.

Pre-qualification criteria 1		Yes or No
EVIDENCE: The Bidder must indicate “ Yes or No ” and sign and date below:		
1.	Be compliant with the NBCPSS which registration requires payment of levies.	
2.	Be compliant with the provisions of the MCA insofar as it relates to the minimum terms and conditions of the employment with include, but not limited to graded salaries, health insurance, allowances and bonuses.	
3.	Be registered and contribute to payment towards the Provident Fund.	
4.	Be compliant with other requirements of labour laws as it pertains to the registration of the UIF, Workman’s Compensation and other required statutory Bodies.	

Signature:.....

Date:.....

(The Department reserves the right to verify the information of the Bidders through the **NBCPSS**. Any misrepresentation identified relating to the submission of the information above would be dealt with by the Department. This also includes amongst other punitive measures, restriction from doing business with any organ of the state for a period not exceeding ten (10) years)

Pre-qualification criteria 2	Comply	Do not comply
The Bidder must select the Area/s they are bidding for in the table below		
EVIDENCE: Tick, complete, sign and date the document below:		

Area of bidding	Tick { x }
1. Free State	
2. Northern Cape	

Signature:.....

Date:.....

Stage 3: Mandatory requirements evaluation.

- Compliance with the mandatory requirements. Bidders who fail to meet the mandatory requirements will be disqualified.
- The Department reserves the right to verify the information of the Bidders through PSIRA and other relevant institutions. Any misrepresentation identified relating to the submission of the information above would be dealt with by the Department. This also includes amongst other punitive measures, restriction from doing business with any organ of the state for a period not exceeding ten (10) years.
- Bidders who do not comply or fail to fully complete the information below will be disqualified.
- Only bidders who have complied with mandatory requirements will be evaluated for functionality

Mandatory Requirement 1	Comply	Do not comply
The Bidder must have a minimum of five (5) years experience in physical security guarding services or similar.		
EVIDENCE: Complete, sign and date the document below:		

Name of Client	Contact details	Type of work	Contact person	Start date	End date

Signature:

Date:

Mandatory Requirements 2	Comply	Do not comply
PSIRA Guarding Services Letter of Good Standing		
EVIDENCE: Valid PSIRA Letter of Good Standing		

Mandatory Requirements 3	Comply	Do not comply
PSIRA registration and compliance Owner/s		
EVIDENCE: Valid Registration certificate of (all) Director/s / Owner/s		

Mandatory Requirements 4	Comply	Do not comply
PSIRA registration and compliance Company		
EVIDENCE: Valid Registration certificate of Company		

Mandatory Requirements 5	Comply	Do not comply
<ul style="list-style-type: none"> Compliance with ICASA (if radios are used) If radios are not used - Signed and dated confirmation by the Bidder indicating that there is no requirement for ICASA license and indicate the alternative solution that is used. 		
EVIDENCE: Valid ICASA Licence or proof of payment, or a signed rental agent/third-party agreement/confirmation of relationship by the owner of the licence (owner's licence to be also attached). If radios are not used - Signed and dated confirmation by the Bidder indicating that there is no requirement for ICASA licence and indicate the alternative solution that is used		

Mandatory Requirements 6	Comply	Do not comply
Bidders must have public liability insurance with R10 million cover or a letter from insurer indicating intention to take up the cover upon appointment (The Department reserves the right to terminate the contract if the cover is not taken upon appointment).		
EVIDENCE: R10 million cover from the insurer. (The evidence must clearly indicate the R 10 million cover)		

Stage 4A – Technical Proposal

- All bidders who complied with the mandatory / minimum requirements will progress to the technical evaluation phase
- Bidders who fails to comply with the below requirements will be eliminated and bidders who comply with the below progresses to the next phase of evaluation. Bidders who not provide the required information will be allocated a score of Zero.
- The Technical proposal will be evaluated out of 65 points for technical and a Control room bidder assessment out of 35 points. Bidders that score less than a minimum of 49 points out of 65 points for technical evaluation will be disqualified and therefore not be eligible for further evaluation to Control room bidder assessment, Price and Specific goals. The technical proposal (including control room) will be evaluated out of 100 points with a threshold of 75 points. Bidders that score less than minimum of 75 points on functionality will be disqualified.

Evaluation Criteria				
No	Category	Evidence	Weight	Score
1	Relevant experience in physical security guarding services or similar <ul style="list-style-type: none"> No reference letter = 0 1 reference letter =6 2 references letters = 12 3 references letters = 18 4 references letters = 24 5 references letters = 30 	Signed and dated reference letter/s within 12 months (in a letterhead of the client) with contactable indicated acceptable level of performance or satisfactory	30	
2	Minimum of Guards (minimum Grade C) on strength (PSIRA Printout provided) <ul style="list-style-type: none"> Less than 50 guards or no information provided (including relievers) = 0 50-70 guards (including relievers) = 5 71 – 99 guards (including relievers) = 10 100 or more guards (including relievers) =15 	PSIRA printout with a name-list of guards	15	
3	Number of Vehicles available <ul style="list-style-type: none"> Less than 5 vehicles or none = 0 5-7 vehicles = 5 8-9 vehicles= 10 10-15 vehicles= 15 More than 15- vehicles =20 	Valid Vehicle registration documents in the name of the company/Owner (not a licence disc renewal) or Ceded by a Rental Company for usage by the Company/Owner for services to be rendered must be attached to the proposal or agreement with the rental company	20	
TOTAL			65	

Stage 4B – Control room bidder assessment

- Bidders that score less than a minimum of 49 points out of 65 points for technical evaluation will be disqualified and not considered for the Control room bidder assessment.
- Bidders must score a minimum score of 75 points on functionality including Control room bidder assessment to qualify for further evaluation on price and preference points. Bidders that do not provide the required information will be allocated a score of Zero.
- The Bidders are required to perform their own control self-assessment using the following template.
- The control self-assessment must be signed and dated, if not, a Zero score will be allocated

- The Bidders that do not complete, sign and date the control room assessment will be allocated a Zero score. The Department (BEC) reserves the right to verify the Bidders Control room self-assessment and determine its own score through a virtual or physical (or hybrid) inspection that will be regarded as final.

(The Department reserves the right to verify the information of the Bidders. Any misrepresentation identified relating to the submission of the information above would be dealt with by the Department. This also includes amongst other punitive measures, restriction from doing business with any organ of the state for a period not exceeding ten (10) years.).

Resources and Control room infrastructure	35	Item	Score	Bidder score
Control room specification adherence and tools	15	<ul style="list-style-type: none"> Double brick walls (1 points) concrete slab ceiling(2 points) no windows (2 points) access controlled with clear procedures (2 points) Air Conditioning functional (1) Effective Patrol system/Guard monitoring system functional (3) Landline / Cell Phones (1) Panic system linked to Armed Response (1) Functional CCTV System (2) 	0-15	
Administrative and operational plans	5	<ul style="list-style-type: none"> Standard reporting procedures (1) Standard Operating Procedures (1) Emergency handling procedures (1) Security Breach handling procedures (1) Code of Conduct for security officers (1) 	0-5	
Functional Communication equipment E.g. PTT or two way radios (licences to be provided) and tested ability to connect with sites.	10	No Communication equipment	0	
		Not functional	1	
		Operational	5	
		Fully operational	10	

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Resources and Control room infrastructure	35	Item	Score	Bidder score
Registers / Management toolkits confirmation	5	<ul style="list-style-type: none"> Uniform samples with supplier confirmation (all types) proof of supplier agreement showing/stating lead time from date of order by bidder (1) Identification card printer or supplier confirmation (1) Registers and Occurrence books (Active entries into the registers and OB) (1) Batons and handcuffs (1) handheld metals detectors (1) 	0-5	
TOTAL			35	
Name of company: Signature: Date:				

Stage 5– Price/ Specific goals

- The prospective service provider's rates and costs must be in line with the minimum National Bargaining Council for the Private Security Sector requirements as the Bid Evaluation Committee will consider
- National Bargaining Council for the Private Security Sector Pricing structures. Bidders deviating from National Bargaining Council for the Private Security Sector pricing structures by quoting below the current year National Bargaining Council for the Private Security Sector pricing structure shall be deemed non-compliant and therefore will be disqualified.
- The Department reserves the right to negotiate the final pricing with the successful bidder/s.
- Bidder(s) must complete **Annexure B** pricing schedule and indicate the total bid price in the **SBD 3.3** form.
- Based on the specifications outlined in **Annexure B**, give a specific pricing breakdown for the 3-year contract. Year 1 to year 3 pricing should be firm. Clearly specify proposed annual increases in Year 2 and 3 and incorporate same in the total bid price.
- The Department will verify the highest scoring bidder control room prior award.
- Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate a 80/20 point split for requirements with a Rand value equal to or below R 50 000 000, inclusive of all applicable taxes.

- A valid SANAS B-BBEE Status Level Verification certificate or a B-BBEE certificate issued by the Companies and Intellectual Property Commission, with the exception of EME's and QSE's who are required to submit sworn affidavit in terms of Code of Good Practice. The sworn affidavit must be signed by the EME representative and attested by a Commissioner of oath.
- As bids are only invited for requirements with a Rand value equal to or below R 50 000 000 inclusive of all applicable taxes, the 80/20 system shall be applicable and will be calculated as follows:

SN	COMPONENT	POINTS
1.	Price:	80
2.	Preferential points: Specific goals	20
	TOTAL:	100

Specific goals

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

Specific goals allocated points in terms of this tender	Allocated Preference points	Evidence
<p>The company owned / director/s / shareholders by people who are Black.</p> <ul style="list-style-type: none"> • 100% company owned by people who are Black = 7points • ≥51% and <100% company owned by people who are Black = 5 points • >0% and <51% company owned by people who are Black = 2 points • 0% company owned by people who are Black = 0 points 	7	<p>Proof of claim as declared on SBD 6.1 in verifying the tenderer's status.</p> <p>The following must be submitted as proof of claim as declared on SBD 6.1 for the specific goals:</p> <ul style="list-style-type: none"> • Company Registration Certification as issued by the Companies and Intellectual Property Commission (CIPC). • Sworn Affidavit or valid B-BBEE Certificate or Consolidated B-BBEE certificate for Consortium, Joint Venture, or Trust.
<p>The company owned / director/s / shareholders by people who are Women.</p> <ul style="list-style-type: none"> • 100% company owned by people who are Women = 10 points • ≥51% and <100% company owned by people who are Women = 7 points • >0% and <51% company owned by people who are Women = 2 points • 0% company owned by people who are 	10	<p>Proof of claim as declared on SBD 6.1 in verifying the tenderer's status.</p> <p>The following must be submitted as proof of claim as declared on SBD 6.1 for the specific goals:</p> <ul style="list-style-type: none"> • Company Registration Certification as issued by the Companies and Intellectual Property Commission (CIPC). • Sworn Affidavit or valid B-BBEE Certificate or Consolidated B-BBEE certificate for Consortium, Joint Venture, or Trust.

Specific goals allocated points in terms of this tender	Allocated Preference points	Evidence
Women = 0 points		
<p>The company owned / director/s / shareholders by people who are Disabled.</p> <ul style="list-style-type: none"> 100% company owned by people who are Disabled = 3 points ≥51% and <100% company owned by people who are Disabled = 2 points >0% and <51% company owned by people who are Disabled = 1 points 0% company owned by people who are Disabled = 0 points 	3	<p>Proof of claim as declared on SBD 6.1 in verifying the tenderer's status.</p> <p>The following must be submitted as proof of claim as declared on SBD 6.1 for the specific goals:</p> <ul style="list-style-type: none"> Company Registration Certification as issued by the Companies and Intellectual Property Commission (CIPC). Sworn Affidavit or valid B-BBEE Certificate or Consolidated B-BBEE certificate for Consortium, Joint Venture, or Trust.

***NB: Points will be allocated based on % ownership to the Company (main tendering entity). Please attach proof/ required documents.**

ANNEXURE A

GENERAL SCOPE OF WORK

1. SCOPE OF SERVICE

The services will be rendered on a 24 hours a day for 365 days of the year, and will include but not limited to the following:

- a) Physical guarding of the specified site(s).
- b) Patrolling along the exterior of the perimeter of the facility, as well as within the facility
- c) Routine patrols supported by an active guard verification point system.
- d) Proper access and egress control.
- e) CCTV control room operations (where required).
- f) Appropriate radio communication between guards and control room.
- g) Completion of observance book.
- h) Monthly incident and statistical reports.
- i) Electric fence monitoring (where applicable).
- j) Locking and unlocking of access doors to the buildings and gates.
- k) Switching off corridor lights in the evening during locking period of the buildings (where required).
- l) Performance of security related Ad hoc duties as and when required.

2. PERSONNEL

2.1. Without limitation to the matters indicated below, the security personnel deployed to DHA premises must:

- a) Be a South African citizen not younger than 18 years of age;
- b) Be presentable and in a clean uniform with a name tag while on duty;
- c) Physically healthy and medically fit for the execution of their duties. Sick security personnel must not be allowed to come on-site and be replaced;
- d) Have no criminal record;
- e) Be able to speak, read and write in English;
- f) At all times present and promote a friendly and courteous attitude towards our stakeholders; and
- g) Keep their working areas clean, hygienic and neat.
- h) Not interfere with duties of the control room operator.
- i) Not interfere with normal duties of the DHA staff.
- j) Be at their designated areas/stations at all times.
- k) Not sleep while on duty.
- l) No security person will be allowed to work more than 12 consecutive hours. Only DHA can declare an emergency and authorize the service provider to hold their security personnel beyond the 12-hour requirement. Nor shall any security guard report for duty with less than 12-hours rest from having worked a previous shift, unless such reporting is necessitated by an emergency.

- 2.2. Transgression to the matters indicated above, and those that are identified from time-to-time and relevant to security operations but not mentioned in section above, will be reported to the security company for further action.

3. SECURITY EQUIPMENT AND UTILITIES

- 3.1. The successful bidder must ensure that all security personnel have the following equipment and utilities during the execution of their duties, at own costs:
- a) Electronic guard monitoring systems with patrol monitor to the guard(s) when doing patrolling rounds;
 - b) Batons;
 - c) Handcuffs;
 - d) Whistle;
 - e) Pen and pocket book;
 - f) Torch;
 - g) communication devices/radios/press to talk gadgets
 - h) Panic buttons (for armed response unit);
 - i) Pepper spray noting that all staff must have the training certificate in the use of these products;
 - j) Registers
 - k) all mandatory access control books, Occurrence Books
 - l) Minimum two hand-held metal detectors per site.
 - m) Personal Protective Equipment

4. DUTIES

As a minimum, it is expected that the appointed service provider will perform the following:

4.1. Day shift

- i. Monitor the entry and exit of visitors to the Department.
- ii. Record entry and exit of all staff and visitors after 17H00 on working days and at all times on weekends and public holidays.
- iii. No contractors to be allowed entry after hours and weekends without prior-approval from Facility Manager or Supervisor
- iv. Record entry and exit of visitors, through completion issue and recovery of access permits and tags.
- v. Contact the staff member or department being visited telephonically and obtaining his/her/their approval before allowing a visitor access to the grounds.
- vi. Issue permits to delivery vehicle drivers and notify the person to whom the goods are to be delivered before allowing entry.
- vii. Lock all access doors to the buildings and switch-off common areas lights at 18H00 during weekdays.
- viii. Unlock all access doors to the buildings at 06H30 during weekdays.

- ix. Ensure that all doors remain locked on weekends and holidays
- x. Escort staff members to their cars (where required)
- xi. Ensure that no unauthorized persons enter the premises.
- xii. Search the vehicles leaving the Department at random
- xiii. Remove any unruly abusive person from the premises
- xiv. Protection of personnel, visitors and property
- xv. React to alarm and attend to the site, contact SAPS when needed.
- xvi. Confront all suspicious persons and determine whether they are authorized to be on the premises

4.2. Night shift

- i. Ensure that only authorized persons enter the premises.
- ii. Ensure that the details [name(s), vehicle registration number] and entry/exit times of every person is recorded correctly.
- iii. Undertake regular patrols of the premises at approximately thirty (30) minutes intervals, ensuring that all exterior doors and windows of all buildings are securely locked or closed.
- iv. Escort staff members to their cars (where required)
- v. Record any unlocked doors and open windows in the observance book.
- vi. Clock on every patrol at Services Department clock point.
- vii. No contractors to be allowed entry after hours and weekends without prior-approval from Facility Manager or Supervisor
- viii. At least two fully charged torches (covering distance of at least 10 meters from the security personnel) per night to be used for patrolling and whenever needed
- ix. All vehicles to be searched after hours and weekends

4.3. Guarding

- a) Protecting people and property against the harmful actions, by word or deed of other parties.
- b) The vigilant and, if necessary tactful, protection of property and personnel against any attempt by any person to unlawfully enter the premises of the Department of Home Affairs.

4.4. Patrolling

A pro-active method of observing the environment for any form of security threat or other hazard (e.g. safety hazards which may have the potential to cause damage to property or injury to people). Sustained vigilance and discipline are of the utmost importance. Patrolling can either be done by displaying high visibility to dominate the area or in an undercover manner.

4.5. Entrance control

- a) To ensure that no unwanted or unauthorized persons enter the premises or part of the premises.

- b) Contractors, Visitors and Students should be challenged and requested to sign the visitors' register.
- c) Examination of delivery documents accompanying vehicles wanting entry.
- d) DHA must identify themselves by recognized methods of identification before being allowed on the premises. If such staff cannot identify themselves, they must be treated as if they are visitors.
- e) Nobody will be allowed to bring anything that is prohibited (e.g. fire-arms) onto the premises.
- f) Nobody will be allowed to carry out any activity on the premises that is prohibited by Management.
- g) Use of security scan for visitors to identify prohibited item
- h) Searches to identify items unauthorised to leave premises.

4.6. Access control

- a) To ensure that people and vehicles leaving the premises do not remove property of the DHA.
- b) Searching of vehicles must be done as per instruction.

4.7. Tasks

- a) Exercise strict control over all visitors.
- b) Safe keeping and control of visitors' cards and scanning equipment
- c) Control of motor vehicles parking, especially those vehicles parked in the vicinity of the entrance which may obstruct vehicles / others.
- d) Removal of any unruly and abusive persons from the premises.
- e) Protection of personnel, visitors and property.
- f) React on alarms of the in house system. Contact the SAPS through their control room.
- g) Confront all suspect persons and determine whether they are authorized to be on the premises.
- h) Ensure that everything that must be locked after hours is in fact locked.
- i) Removing of vagrants from the premises will form part of the security function.

4.8. Electronic Active Guard Patrol Monitoring System

- a) This system shall be capable of logging hours of patrol through individual scans as guards pass the point.
- b) Security Company shall log each daily round trip, including time of arrival and departure for each patrol, with the electronic time logging system. Logging system shall be fully and properly operational as service commences.

5. SERVICE IMPROVEMENT PLAN

Appointed security service provider shall be required to continuously introduce, implement and maintain service improvement plan for the service offered to DHA, including but not limited to the following

- a) Risk reduction
- b) Cost reduction

- c) Performance improvement
- d) Increased service availability
- e) Updating existing improvements
- f) Data on exiting improvements

Monthly meetings with DHA representatives:

- A meeting, where formal discussions can be held between DHA Representative and the bidder's Supervisor/Manager, will be held at least once a month.
- Minutes of the meeting will be kept by DHA.
- The contractor shall furnish a monthly and quarterly report of the security service, incidents, etc. which transpired in the previous month to the DHA Representative.

6. SERVICE LEVEL AGREEMENT AND BREACHES

- a) The terms of reference in this bid document will be binding to until the Service Level Agreement process has been concluded.
- b) In the event of the Service Provider failing to promptly commence performance of any obligation for which it is liable, or failing to carry out such obligation, partially or fully, without delay, the Client shall be entitled to appoint an alternate Service Provider to perform such obligation. Should the Client exercise the right to do so at any stage, it shall also be entitled to claim and recover all costs and/or damages incurred thereby (directly or indirectly) from the Service Provider, who hereby undertakes to pay such damages and costs to the Client upon demand.
- c) In the event of either Party to this award committing a breach of any provision of this award ("the defaulting Party"), excluding paragraph 6(a) and the defaulting Party failing to remedy such breach within 48 (forty-eight) hours after having received written notice from the other Party ("the aggrieved Party") to remedy such breach, the aggrieved Party shall be entitled to terminate this service, immediately, by notice in writing to the defaulting Party.
- d) Without derogating from the provisions of general scope, and in addition thereto, in the event of the Service Provider for any reason committing a breach of the provisions of paragraph 6(a) of this Contract and failing to remedy such breach within 12 (twelve) hours after having received written notice from the Client calling upon it to rectify such breach, the Client shall be entitled to terminate this Contract, immediately, by notice in writing to the Service Provider.
- e) Should the Service Provider's PSIRA certificate for any reason whatsoever be suspended, revoked, set aside by an appropriate authority or competent person, for any reason whatsoever, or should the Service Provider's competence to render the Security Service be terminated, or diminished in a material manner, such suspension, revocation, setting aside, termination or diminution shall be deemed to be a breach of this Contract and shall entitle the Client to terminate the Contract forthwith.
- f) Should the Service Provider's firearm license and competency certificate for any reason whatsoever be suspended, revoked or set aside by an appropriate authority or competent person or should the Service

Provider's competence to render the Security Services for any reason whatsoever be diminished in a material manner, such suspension, revocation, setting aside or diminution shall be deemed to be a breach of the Contract and shall entitle the Client to terminate the Contract forthwith.

- g) Should the Service Provider's insurance(s) for any reason whatsoever be suspended, revoked, set aside or terminated by its insurance service provider, such suspension, revocation, setting aside or termination shall be deemed to be a breach of this Contract and shall entitle the Client to terminate the Contract forthwith.
 - h) Should the Service Provider act in conflict with or fail to comply with any statutory provision, regulation, by-law, rule or programme or policy or procedure that has a direct bearing on the Security Service(s), such action or failure shall be deemed to be a breach of this Contract and shall entitle the Client to terminate the Contract forthwith.
 - i) Should the Client incur any losses, including but not limited to theft of the Client's property, theft of the Client's third party property, fraud and or any other criminal activities that are to the detriment of the Client, at any of the Sites where the Service Provider is performing the Security Service, such action shall be deemed to be a breach of this Contract and shall entitle the Client to terminate the Contract forthwith.
 - j) Notwithstanding anything contained to the contrary in this Contract, the Client may terminate this Contract at any time by giving written notice to the Service Provider of such termination if—
 - The Service Provider is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory liquidation, provisionally or finally, or under provisional or final judicial management, or under receivership or under any of the equivalent of any of the foregoing;
 - A final and unappealable judgment against the Service Provider remains unsatisfied for a period of 21 (twenty-one) days or more after it comes to the notice of the board of directors of the Service Provider;
 - The Service Provider makes any arrangements or composition with all or some of its creditors, or ceases or threatens to cease carrying on business;
 - The Service Provider makes any material incorrect or untrue statement or representation to the Client in connection with any information furnished by it in respect of this Contract, or, without limitation, in the tender documents preceding the conclusion by the Parties of this Contract, then upon the occurrence of any 1 (one) or more of such events, the Client may without prejudice to any other rights it may have against the Service Provider, elect to immediately terminate this Contract forthwith by written notice of such termination to the Service Provider.
- Notwithstanding anything to the contrary contained in this Contract, and in addition to all of its other rights, the Client shall also be entitled to cancel this Contract, if any event or series of events occurs (whether or not caused by any reasons whatsoever outside the control of the Service Provider or the Client) which, in the reasonable opinion of the Client might have a material or adverse effect on the performance of the Security Service or the operations of Client at any Site, whether or not as contemplated in this Contract.

- Notwithstanding anything to the contrary contained in this Contract, and in addition to all of its other rights, the Client shall also be entitled to cancel this Contract, in whole or in part, (as the Client may in its sole discretion determine) in the event that the Service Provider colludes with any other party in respect of any tender submitted to the Client.
- Notwithstanding anything to the contrary in this Contract, in the event of Security Officers and/or employees of the Service Provider being in any way involved in theft, bribery, fraud and/or any other criminal activities or misconduct that are to the detriment of the Client (e.g. theft of the Client's property), either while on or off duty, then this shall be considered to be an irremediable breach of this Contract in which event the Client shall have the right to terminate this Contract with immediate effect. Such termination by the Client shall not be considered to be a dispute as intended in clause 30 (Disputes) of this Contract and shall not form the subject of any arbitration.
- In the event of strike action being embarked upon by the employees of the Service Provider, the Service Provider shall immediately advise the Client of the strike action. The employees of the Service Provider shall not be allowed onto the premises of the Client for any purposes other than the rendering of Security Services in terms of this contract. The Service Provider shall be responsible for the removal of any of its employees from the premises of the Client, and the costs thereof, in the event of its (the Service Provider's) employees conducting any activities on the premises of the Client other than the rendering of Security Services in terms of this Contract. The Service Provider shall immediately replace any striking employees with suitably qualified employees so that the operations of the Client are not disrupted in any way. Any additional costs that arise as a result of the aforementioned replacement labour shall be for the account of the Service Provider. Failure to comply with this provision shall constitute a material breach and the Client shall be entitled to terminate this Contract with immediate effect. In the event of the Client incurring any losses or damages as a result of the strike action, the Service Provider shall be liable for the payment of the aforementioned losses and/or damages.
- Notwithstanding anything stipulated under clause 26 (Penalties) the Client reserves the right to terminate this Contract without notice in the event of a Persistent Minor Breach by the Service Provider.
- Although it would be impractical and extremely difficult to determine the actual damage to DHA if appointed security company or its employees were to fail to perform services according to the agreed scope and timelines, DHA expects to receive other benefit from Security Company's failure to perform services as agreed.
- Notwithstanding its rights that will be set in the Contract/SLA, DHA will determine reasonable penalty costs acceptable to each party regarding DHA loss if the security company fails to perform services in accordance with the schedule of performance deficiency. Some anticipated schedule of performance deficiency includes, but are not limited, to the following

DHA11-2025

Item	Performance Deficiency	Penalty	Comments
1	Sleeping on duty, and/or deserting post and/or negligence in the performance of guards duties and/or arriving late for duty	<ul style="list-style-type: none"> Guard to be immediately removed from site and replaced within 2 hours First occurrence: Letter of non-performance issued by Department Second and subsequent occurrences: Shift payment deducted per guard irrespective of replacement 	<ul style="list-style-type: none"> DHA call meeting with operational manager If this practice continues more than twenty (20) in total irrespective of the which guard, contract may be terminated.
2	Failure of the guards to visit each of the identified check-in points	<ul style="list-style-type: none"> First occurrence: Letter of non-performance issued by DHA Second and subsequent occurrences: One guard shift payment deducted 	<ul style="list-style-type: none"> DHA call meeting with site representative If this practice continues more than twenty (20) in total irrespective of the which guard, contract may be terminated.
3	Failure of guards to conduct themselves in a professional and courteous and cooperative manner as determined by DHA Supervisory Staff and/or Refusal to comply with lawful instructions	<ul style="list-style-type: none"> Guard to be immediately removed from site and replaced within 2 hours Letter of non-performance issued by DHA 	<ul style="list-style-type: none"> DHA call meeting with site representative Guard never to be deployed at DHA again
4	Number of complaints against guard exceeds three (3) in any one calendar month	<ul style="list-style-type: none"> Guard to be immediately removed from site and replaced within 2 hours Letter of non-performance issued by DHA 	<ul style="list-style-type: none"> DHA call meeting with site representative Guard never to be deployed at DHA again
5	Guards intoxicated or under the influence of liquor/drugs	<ul style="list-style-type: none"> Guard to be immediately removed from site and replaced within 2 hours Letter of non-performance issued by DHA 	<ul style="list-style-type: none"> DHA call meeting with site representative Guard never to be deployed at DHA again If this practice continues, contract may be terminated.

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Item	Performance Deficiency	Penalty	Comments
6	Guard without basic equipment, invalid identification and improperly dressed	<ul style="list-style-type: none"> Guard to be immediately dressed properly and have valid identification or be removed from site and replaced within 2 hours First occurrence: Written warning to the security company Second occurrence: Letter of non-performance issued by DHA and One guards shift payment deducted for subsequent non-deployment of equipment, invalid identification, or improper dress. 	<ul style="list-style-type: none"> DHA call meeting with site representative If this practice continues, contract may be terminated
7	Forced break-inns	<ul style="list-style-type: none"> Letter of non-performance issued by DHA Liable for full costs of loss and repairs for each occurrence 	<ul style="list-style-type: none"> DHA call meeting with site representative. Investigation to be conducted by DHA and security company Quotation for loss and repairs to be supplied to the security company by DHA If forced break-inns continues more than five (5) times per year per site, contract may be terminated.
8	Theft of any DHA assets/equipment/tools	<ul style="list-style-type: none"> Guard to be handed over to SAPS Security company liable for full payment of the theft associated to its employee(s) 	<ul style="list-style-type: none"> If this practice continues, contract may be terminated.
9	Failure to search vehicles leaving premises after 6pm during weekdays and all day during weekends and holidays	<ul style="list-style-type: none"> First occurrence: Letter of non-performance issued by DHA Second and subsequent occurrences: Two guards shift payment deducted 	<ul style="list-style-type: none"> DHA call meeting with site representative If this practice continues, contract may be terminated.

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Item	Performance Deficiency	Penalty	Comments
10	Failure to deploy agreed number of security personnel	<ul style="list-style-type: none">Letter of non-performance issued by DHA and no shift payment for the absent guards	<ul style="list-style-type: none">DHA call meeting with site representativeIf this practice continues, contract may be terminated.

Please note that the list indicated in the table above is not exhaustive and will be expanded **UPON** appointment or amended from time-to-time.

7. TERMINATION

- a) Each Party may terminate this Contract without cause at any time by giving the other Party at least 1 (one) month written notice of termination. A termination under this clause shall not be regarded as disputable action as contemplated in the dispute provisions of this Contract
- b) Notwithstanding anything to the contrary herein contained, this Contract may be summarily terminated by the Client if at any time the Service Provider is guilty of serious professional misconduct, serious neglect of duty or any act or omission which would justify summary dismissal under common law.
- c) On termination of this Contract the Client shall within 30 (thirty) days of the date of termination pay to the Service Provider on a pro-rata basis the fees due to the Service Provider under this Contract in respect of the period prior to termination and any invoices, properly submitted to the Client pursuant to this Contract, for payments due in respect of the period prior to the date of termination.

8. DISPUTE RESOLUTION

- a) Each Party may terminate this Contract without cause at any time by giving the other Party at least 1 (one) month written notice of termination. A termination under this clause shall not be regarded as disputable action as contemplated in the dispute provisions of this Contract.
- b) Notwithstanding anything to the contrary herein contained, this Contract may be summarily terminated by the Client if at any time the Service Provider is guilty of serious professional misconduct, serious neglect of duty or any act or omission which would justify summary dismissal under common law.
- c) On termination of this Contract the Client shall within 30 (thirty) days of the date of termination pay to the Service Provider on a pro-rata basis the fees due to the Service Provider under this Contract in respect of the period prior to termination and any invoices, properly submitted to the Client pursuant to this Contract, for payments due in respect of the period prior to the date of termination.

DEPLOYMENT AND PRICING SCHEDULE - ANNEXURE B

FREE STATE

NO	OFFICE NAME	DAYS AND TIMES OF THE WEEK (HOLIDAY INCLUDED)	NUMBER OF GRADE C GUARDS	COST PER GUARD (VAT INCLUSIVE)	TOTAL GUARD COST PER MONTH (VAT INCLUSIVE)	TOTAL GUARD COST PER YEAR (VAT INCLUSIVE)
1.	BLOEMFONTEIN	06:00 TO 18:00 MONDAY TO SUNDAY	1			
2.	BLOEMFONTEIN	18:00 TO 06:00 MONDAY TO SUNDAY	1			
3.	BOTHAVILLE	18:00 TO 06:00 MONDAY TO SUNDAY	1			
4.	BOTSHABELO	18:00 TO 06:00 MONDAY TO SUNDAY	1			
5.	BULTFONTEIN	18:00 TO 06:00 MONDAY TO SUNDAY	1			
6.	KOFFIEFONTEIN	18:00 TO 06:00 MONDAY TO SUNDAY	1			
7.	KROONSTAD	06:00 TO 18:00 MONDAY TO SUNDAY	1			
8.	PHUTHADITJHABA	06:00 TO 18:00 MONDAY TO SUNDAY	1			
9.	PHUTHADITJHABA	18:00 TO 06:00 MONDAY TO SUNDAY	1			
10.	PM'S OFFICE	06:00 TO 18:00 MONDAY TO SUNDAY	1			

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NO	OFFICE NAME	DAYS AND TIMES OF THE WEEK (HOLIDAY INCLUDED)	NUMBER OF GRADE C GUARDS	COST PER GUARD (VAT INCLUSIVE)	TOTAL GUARD COST PER MONTH (VAT INCLUSIVE)	TOTAL GUARD COST PER YEAR (VAT INCLUSIVE)
11.	PM'S OFFICE	18:00 TO 06:00 MONDAY TO SUNDAY	1			
12.	SASOLBURG	18:00 TO 06:00 MONDAY TO SUNDAY	1			
13.	THABA NCHU	06:00 TO 18:00 MONDAY TO SUNDAY	1			
14.	THABA NCHU	18:00 TO 06:00 MONDAY TO SUNDAY	1			
15.	WELKOM	06:00 TO 18:00 MONDAY TO SUNDAY	1			
16.	WELKOM	18:00 TO 06:00 MONDAY TO SUNDAY	1			
17.	ZASTRON	18:00 TO 06:00 MONDAY TO SUNDAY	1			
SUB TOTAL			17		R	
					YEAR 1	R
					YEAR 2	R
FREE STATE OFFICE TOTAL INDICATE ON SBD 3.3			R		YEAR 3	R

NORTHERN CAPE

NO	OFFICE NAME	DAYS AND TIMES OF THE WEEK (HOLIDAY INCLUDED)	NUMBER OF GRADE C GUARDS	COST PER GUARD (VAT INCLUSIVE)	TOTAL GUARD COST PER MONTH (VAT INCLUSIVE)	TOTAL GUARD COST PER YEAR (VAT INCLUSIVE)
1.	CALVINIA	06:00 TO 18:00 MONDAY TO SUNDAY	1			
2.	DOUGLAS	06:00 TO 18:00 MONDAY TO SUNDAY	1			
3.	JANKEMPDORP	18:00 TO 06:00 MONDAY TO SUNDAY	1			
4.	KIMBERLEY	06:00 TO 18:00 MONDAY TO SUNDAY	2			
5.	KURUMAN	06:00 TO 18:00 MONDAY TO SUNDAY	2			
6.	PAMPIERSTAD	06:00 TO 18:00 MONDAY TO SUNDAY	1			
7.	PM'S OFFICE	06:00 TO 18:00 MONDAY TO SUNDAY	1			
8.	POSTMASBURG	06:00 TO 18:00 MONDAY TO SUNDAY	1			
9.	PRIESKA	06:00 TO 18:00 MONDAY TO SUNDAY	1			

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NO	OFFICE NAME	DAYS AND TIMES OF THE WEEK (HOLIDAY INCLUDED)	NUMBER OF GRADE C GUARDS	COST PER GUARD (VAT INCLUSIVE)	TOTAL GUARD COST PER MONTH (VAT INCLUSIVE)	TOTAL GUARD COST PER YEAR (VAT INCLUSIVE)
10.	UPINGTON	06:00 TO 18:00 MONDAY TO SUNDAY	1			
11.	UPINGTON	18:00 TO 06:00 MONDAY TO SUNDAY	1			
SUB TOTAL			13		R	
					YEAR 1	R
					YEAR 2	R
NORTHERN CAPE OFFICE TOTAL INDICATE ON SBD 3.3			R		YEAR 3	R

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: DHA11-2025
CLOSING TIME 11:00	CLOSING DATE: 01 August 2025

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION ** (ALL APPLICABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. Period required for commencement with project after acceptance of bid
4. Estimated man-days for completion of project
5. Are the rates quoted firm for the full period of contract? **Only firm prices will be accepted.**

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

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.

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

2.2.1 If so, furnish particulars:

.....
.....

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

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

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.

be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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.

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)	Evidence	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p>The company owned / director/s / shareholders by people who are Black.</p> <ul style="list-style-type: none"> 100% company owned by people who are Black = 7 points ≥51% and <100% company owned by people who are Black = 5 points >0% and <51% company owned by people who are Black = 2 points 0% company owned by people who are Black = 0 points 	7	<p>Proof of claim as declared on SBD 6.1 in verifying the tenderer's status</p> <p>The following must be submitted as proof of claim as declared on SBD 6.1 for the specific goals:</p> <ul style="list-style-type: none"> Company Registration Certification as issued by the Companies and Intellectual Property Commission (CIPC). Sworn Affidavit or valid B-BBEE Certificate or Consolidated B-BBEE certificate for Consortium, Joint Venture, or Trust. 	
<p>The company owned / director/s / shareholders by people who are Women.</p> <ul style="list-style-type: none"> 100% company owned by people who are Women = 10 points ≥51% and <100% company owned by people who are Women = 7 points >0% and <51% company owned by people who are Women = 2 points 0% company owned by people who are Women = 0 points 	10	<p>proof of claim as declared on SBD 6.1 in verifying the tenderer's status</p> <p>The following must be submitted as proof of claim as declared on SBD 6.1 for the specific goals:</p> <ul style="list-style-type: none"> Company Registration Certification as issued by the Companies and Intellectual Property Commission (CIPC). Sworn Affidavit or valid B-BBEE 	

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)	Evidence	Number of points claimed (80/20 system) (To be completed by the tenderer)
		Certificate or Consolidated B-BBEE certificate for Consortium, Joint Venture, or Trust.	
<p>The company owned / director/s / shareholders by people who are Disabled.</p> <ul style="list-style-type: none"> 100% company owned by people who are Disabled = 3 points ≥51% and <100% company owned by people who are Disabled = 2 points >0% and <51% company owned by people who are Disabled = 1 points 0% company owned by people who are Disabled = 0 points 	3	<p>proof of claim as declared on SBD 6.1 in verifying the tenderer's status</p> <p>The following must be submitted as proof of claim as declared on SBD 6.1 for the specific goals:</p> <ul style="list-style-type: none"> Company Registration Certification as issued by the Companies and Intellectual Property Commission (CIPC). Sworn Affidavit or valid B-BBEE Certificate or Consolidated B-BBEE certificate for Consortium, Joint Venture, or Trust. 	

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:

.....

.....