



**DEPARTMENT OF WATER AND SANITATION  
REPUBLIC OF SOUTH AFRICA**

**REQUEST FOR BID**

**REQUEST FOR BID NUMBER: W11463**

**DESCRIPTION**

APPOINTMENT OF SERVICE PROVIDER FOR THE DESIGN, SUPPLY, INSTALLATION AND CONFIGURATION OF A NEW ELECTRONIC SECURITY SYSTEM AND ASSOCIATED INFRASTRUCTURE SUCH AS X-RAYMACHINES AND METAL DETECTORS AT VARIOUS BUILDINGS: CONTINENTAL, ZWAMADAKA, EMANZINI, SEDIBENG, WATERBRON, PRETORIA WEST STORES, ROODEPLAAT RQIS AND ROODEPLAAT TRAINING CENTRE AND THE MAINTANANCE AND SUPPORT FOR THE DURATION OF 36 (THIRTY-SIX) MONTHS WHICH INCLUDE TWELVE (12) MONTHS WARRANTY AND MAINTANANCE.

**ISSUE DATE:**

**18 MARCH 2024**

**CLOSING DATE:**

**23 APRIL 2024**

**TIME: 11:00**

**Compulsory briefing Session**

**Date: 09<sup>th</sup> April 2024**

**Venue: Department of Water and Sanitation  
Francis Baard Street (formerly Schoeman)  
173 Emanzini Building, G18 Board Room  
Pretoria, 0001  
Time: 10.00 am**

**SUBMIT TENDER DOCUMENT**

**TO**

**OR**

**POSTAL ADDRESS:  
DIRECTOR-GENERAL: WATER AND  
SANITATION  
PRIVATE BAG X 313  
PRETORIA,0001**

**TO BE DEPOSIT IN:  
THE TENDER BOX AT THE ENTRANCE  
OF ZWAMADAKA BUILDING  
157 FRANCIS BAARD STREET  
(FORMERLY SCHOEMAN STREET)  
PRETORIA,0002**

**TENDERER: (Company address and stamp)**



### DIRECTIVE TO BIDDERS ON COMPLETION OF SBD FORMS AND PACKAGING OF BID PROPOSAL

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid Proposals with each document being placed under the correct Annexure. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder) The dates on this all-SBD forms must be a date which is within the bid advert period

**TABLE OF CONTENTS FOR BID PROPSALS**

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SBD 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 3.1	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. <b>Bidders who are not VAT Vendors are not allowed to charge VAT</b> Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. <b>Bidders' attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bid or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be inline with what is captured in the CSD report</b>	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Bid Proposal	G	A detailed bid proposal inline with the Specifications must be attached	

**SBD 1. PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	<b>W11463</b>	CLOSING DATE:	<b>23 APRIL 2024</b>	CLOSING TIME:	<b>11H00</b>
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DESCRIPTION	<b>APPOINTMENT OF SERVICE PROVIDER FOR THE DESIGN, SUPPLY, INSTALLATION AND CONFIGURATION OF A NEW ELECTRONIC SECURITY SYSTEM AND ASSOCIATED INFRASTRUCTURE SUCH AS X-RAYMACHINES AND METAL DETECTORS AT VARIOUS BUILDINGS: CONTINENTAL, ZWAMADAKA, EMANZINI, SEDIBENG, WATERBRON, PRETORIA WEST STORES, ROODEPLAAT RQIS AND ROODEPLAAT TRAINING CENTRE AND THE MAINTANANCE AND SUPPORT FOR THE DURATION OF 36 (THIRTY-SIX) MONTHS WHICH INCLUDE TWELVE (12) MONTHS WARRANTY AND MAINTANANCE.</b>
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**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**ZWAMADAKA BUILDING ENTRANCE  
157 SCHOEMAN STREET  
PRETORIA  
0002**

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>	<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>
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CONTACT PERSON	<b>Mr JACOB MABUSELA</b>	CONTACT PERSON	<b>Mr MANDU BUYS</b>
TELEPHONE NUMBER	<b>012 336 7240</b>	TELEPHONE NUMBER	<b>012 336 8321</b>
CELLPHONE		CELLPHONE	<b>082 890 4907</b>
E-MAIL ADDRESS	<a href="mailto:mabuselaj@dws.gov.za">mabuselaj@dws.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:buysm@dws.gov.za">buysm@dws.gov.za</a>

**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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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**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
<b>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.</b>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

- |  |
|--|
| <b>1. BID SUBMISSION:</b>  |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  |
| 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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>   |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |
| 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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .   |
| 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 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:.....

**Please be aware that the Department representatives at SCM will never call you and demand bribes in exchange for a tender. if this happens, please notify the Department.**

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

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

Name of bidder..... Bid number: **W11463.**

Closing Time ....**11:00** ..... Closing date: **23 April 2023**

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

ITEM NO	QUANTITY	DESCRIPTION:	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1	1	<p><b><u>Access Control</u></b>  1. a) Software</p> <p>a) Supply, deliver, install and configure an IP-based access control system.  b) The access control system must enable multiple secure user accounts to operate the system. The system must allow for different levels of access to the system, i.e. Administrator, power user, normal user, etc.  c) The access control system must be able to enroll and deactivate officials as well as visitors.  d) The system must allow for visitors to pre-register electronically in advance.  e) The access control system must allow for facial recognition access cards attendance as well as mobile access, i.e. QR-code to the buildings for officials only.  f) The system must be fully integrated with the current electronic surveillance or CCTV monitoring system.  g) The system must follow a client-server architecture and must be accessible from all eight (8) buildings.  h) The system must have features that allows for future expansion to accommodate multiple sites throughout the country.  i) The system must make provision for emergency opening of swing gates, access control gates, interlinking doors including booms.</p> <p><b>1)Maintenance and support for a period of two (2) years for the above-mentioned products to be costed after the first 12 months of warranty that include maintenance expires, include the following:</b></p> <p>Maintenance continuously upholds and maximizes the value of software investment.  <b>Product updates.</b> The Optimal product and software performance, adaptability, and compatibility with unlimited Product and software Updates that is available immediately upon release of the latest software versions and product.  <b>Version upgrades.</b> Smarter features and advanced technology delivering product functionality in every new release.  <b>Support and learning. Rapid response and resolution.</b> 24/7/365 Telephonic Technical Support as standard, with numerous self-help and learning resources.</p>	<p>Unit price: R.....</p> <p><b>Total price:</b> R.....</p>

2.	1	<p><b>Cabling and networking</b> Supply, deliver, install and configure a dedicated communication system with Ethernet LAN for adjacent buildings and 5.8GHz Microwave (must be able to transmit video footage without latency) link to Continental building, Roodeplaat Training Centre, RQIS, and Pretoria West Stores.</p>	<p>Unit price: R.....</p> <p><b>Total price:</b> R.....</p>
3.	72	<p><b>Computer-related Hardware</b> Supply, deliver, install and configure face recognitions and access card time attendance readers at all buildings and parking entrances.</p>	<p>Unit price: R.....</p> <p><b>Total price:</b> R.....</p>
4.	6	<p>The access control system must be connected to a UPS to sustain the system for a minimum period of 8 hours. Supply, deliver, install and configure the UPS.</p> <p>1.waterborne building. 2.Continental building. 3.Zwamadaka building. 4.Sedibeng building. 5.Roodeplaat RQIS; 6.Emanzini building.</p>	<p>Unit price: R.....</p> <p><b>Total price:</b> R.....</p>
5.	2	<p>Supply, deliver, install and configure two (2) card printers compatible with the system.</p>	<p>Unit price: R.....</p> <p><b>Total price:</b> R.....</p>
6.	6000	<p>Supply and delivery of access cards x 6000</p>	<p>Unit price: R.....</p> <p><b>Total price:</b> R.....</p>

7.		<p>Supply, deliver, install and configure of computer equipment. The minimum requirement for computers will be as follows (as per the department's standard):</p> <p><b>Reception areas:</b> Desktop computers each reception with a minimum of i7, 8GB upgradable memory, 4.9 GHz processor , one network card and a 23" screen. Including supply and install dash cam cameras at all receptions and configured to the security system.</p> <p><b>Control room:</b> 1x Desktop computer desktop with minimum of i7, 16GB upgradable memory, 4.9 GHz processor , one network card with a 23" or 27"screen. 1x laptop for mobile purposes with minimum of i7, 16GB upgradable memory, 4.9 GHz processor, one network card (Departmental Standard) 2x Camera for access cards to be configured to the system</p>	<p>Unit price: R.....</p> <p><b>Total price:</b> R.....</p>
8.	1	<p>Upgrade of the current CCTV video recording device to ensure that the storage capacity is sufficient to comply with the minimum storage requirement of CCTV footage according to regulations (including MISS , MPSS and the Archive Act )</p>	<p>Unit price: R.....</p> <p><b>Total price:</b> R.....</p>
9.	9	<p><b><u>Walk-through Metal Detectors</u></b> Supply, deliver, install and configure walk-through metal detectors in all six (6) buildings</p>	<p>Unit price: R.....</p> <p><b>Total price:</b> R.....</p>
10.	9	<p><b><u>X-ray Machines</u></b> Supply, deliver, install and configure X-Ray machines in all six (6) buildings.</p>	<p>Unit price: R.....</p> <p><b>Total price:</b> R.....</p>
11.	10	<p><b><u>Supply, deliver and configure Visitors Management Scanners for the following buildings:</u></b> Waterbron building; Continental building; Zwamadaka building; and Sedibeng building Pretoria West Stores Roodeplaat RQS Roodeplaat Training</p>	<p>Unit price: R.....</p> <p>Total price R .....</p>
12.	6	<p><b><u>Other physical security items/requirements</u></b> Supply, deliver, install and configure 1.7m swing gates for all six (6) buildings, 5mm thickness.</p>	<p>Unit price: R.....</p> <p><b>Total price:</b> R.....</p>

13.	8	Supply, deliver, install and configure 1.7m rotating turnstiles for all Head Office buildings.	Unit price: R..... <b>Total price: R.....</b>
14.	8	Supply, deliver, install and configure backup batteries for all eight (8) buildings with a minimum capacity of 12 hours.	Unit price: R..... <b>Total price: R.....</b>
15.	6	Supply, deliver, install and configure all glass doors / service doors in all six (6) buildings	Unit price: R..... <b>Total price: R.....</b>
16.	8	Supply, deliver, install and configure drop-off visitors' access boxes in all eight (8) buildings and activate the boxes.	Unit price: R..... <b>Total price: R.....</b>
17.	1	Repair installed the 1st aluminium door connecting to magnetic log at Ministers' Office on 10 <sup>th</sup> floor, Sedibeng building.	Unit price: R..... <b>Total price: R.....</b>
18.	1	Supply, deliver, install and configure the industrial double arm motto and the steel gate at Zwamadaka building.	Unit price: R..... <b>Total price: R.....</b>
19.	8	Supply, deliver, install and configure boom gates and Visitors Management Scanners at the following buildings: Waterbron building; Continental building; Zwamadaka building; and Sedibeng building Pretoria West Stores Roodeplaat RQS Roodeplaat Training	Unit price: R..... <b>Total price: R.....</b>
20.	1	Alignment of the electronic sliding door fitted with motto at Sedibeng building, 10 <sup>th</sup> floor at Deputy Minister's side	Unit price: R..... <b>Total price: R.....</b>
21.	76	<b>Face Recognition access readers inclusive of cards readers time attendance</b> <b>The following buildings require face recognition including of access cards time attendance (76) to be supplied, delivered, installed and configured:</b> Waterbron building X16 Sedibeng building X14 Emanzini building X4 Zwamadaka building X10 Continental building X6 Pretoria West Stores X6 Roodeplaat RQS X4 Roodeplaat Training X4 Interlinking doors X 12	Unit price: R..... <b>Total price: R.....</b>

22.		<p><b>Cost maintenance and support for a period of two (2) years for the above-mentioned products to be costed after the first 12 months of warranty that include maintenance expires, include the following:</b></p> <p>Maintenance continuously upholds and maximizes the value of software investment.</p> <p><b>Product updates.</b> The Optimal product and software performance, adaptability, and compatibility with unlimited Product and software Updates that is available immediately upon release of the latest software versions and product.</p> <p><b>Version upgrades.</b> Smarter features and advanced technology delivering product functionality in every new release.</p> <p><b>Support and learning. Rapid response and resolution.</b> 24/7/365 Telephonic Technical Support as standard, with numerous self-help and learning resources.</p>	<p>Unit price: R.....</p> <p><b>Total price:</b> R.....</p>
23.	1	<p><b><u>Removal of current systems</u></b> Removal of the current systems and infrastructure</p> <p>Transporting of removed equipment to storage facility at Pretoria West.</p>	<p>Unit price: R.....</p> <p><b>Total price:</b> R.....</p>
		<b>VAT</b>	<b>R</b>
		<b>TOTAL PRICE</b>	<b>R</b>

## BIDDER'S DISCLOSURE

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of his 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any

<sup>1</sup> 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.



bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....  
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
- 1.2 To be completed by the organ of state**  
 The applicable preference point system for this tender is the 80/20 preference point system.
- 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
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	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:

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20 \quad \text{or} \quad 90/10$$

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**  
*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Women</b>	5	
<b>People with disability</b>	5	
<b>Youth (35 and below)</b>	5	
<b>Location of enterprise (Province)</b>	2	
<b>B-BBEE status level contributors from level 1 to 2 which are QSE or EME</b>	3	
<b>Total points for SPECIFIC GOALS</b>	<b>20</b>	

**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.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**Annexure A**

**STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

**THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS**

**The 80/20 Preferential Procurement System will be used in evaluating these bids:**

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
<b>Total</b>	<b>100</b>

### Price

A maximum of 80 points are allocated for price on the following basis:

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

Where:

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

### Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
<b>Total points for SPECIFIC GOALS</b>	<b>20</b>

Documents Requirement for verification of Points allocation: -

#### Procurement Requirement

#### Required Proof Documents

Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above is as follows:

#### Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

**Location of enterprise**

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

**B-BBEE status level contributors from level 1 to 2 which are QSE or EME**

Measured in terms of normal BBBEE requirements.

**Note: Formula for calculating points for specific goals**

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = \frac{Mpa \times P\text{-own}}{100}$$

Where

**PC**= Points awarded for specific goal

**Mpa**= The maximum number of points awarded for ownership in that specific category

**P-own** = The percentage of equity ownership by the enterprise or business

# **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**The purpose of this document is to:**

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and**
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.**

**In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.**

- The General Conditions of Contract will form part of all bid documents and may not be amended.**
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract.**

**Whenever**

**there is a conflict, the provisions in the SCC shall prevail.**

## **TABLE OF CLAUSES**

- 1. Definitions**
- 2. Application**
- 3. General**
- 4. Standards**
- 5. Use of contract documents and information; inspection**
- 6. Patent rights**
- 7. Performance security**
- 8. Inspections, tests and analysis**
- 9. Packing**
- 10. Delivery and documents**
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- 14. Spare parts**
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- 21. Delays in the supplier's performance**
- 22. Penalties**
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- 26. Termination for insolvency**
- 27. Settlement of disputes**
- 28. Limitation of liability**
- 29. Governing language**
- 30. Applicable law**
- 31. Notices**
- 32. Taxes and duties**
- 33. National Industrial Participation Programme (NIPP)**
- 34. Prohibition of restrictive practices**

## General Conditions of Contract

1. **Definitions** 1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14 "GCC" means the General Conditions of Contract.
  - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
  - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place

of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application.**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any

provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights.**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) A cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the

testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
- (b) If the Supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) The name and address of the supplier and / or person restricted by the purchaser.
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **26. Termination for Insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

#### **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all

contracts that are subject to the NIP obligation

#### **34. Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

GCC (revised July 2010)

#### **35. SPECIAL CONDITIONS OF CONTRACT**

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2 and SCC**)
- 35.5. All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6. If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, [www.dwa.gov.za](http://www.dwa.gov.za)
- 35.7. Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.10 All bid documents should be hand delivered and deposited into the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- 35.11 Only signed, original documents will be accepted.

**36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS**

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

.....

\_\_\_\_\_  
**Signature of Bidder:**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**Bidder's Name & Surname:**

\_\_\_\_\_  
**Designation**

\_\_\_\_\_  
**Witness Name & Surname:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Address (Physical):**

## 1. INTRODUCTION AND BACKGROUND

The Department of Water and Sanitation invites competent, experienced, PSIRA registered Electronics and Electrical Engineering firms specialising in electronic security systems and associated infrastructure to bid for provision of professional Electronic Security services for New Electronic Security Systems at various sites of the Department of Water and Sanitation as listed below:

All Head Office buildings namely:

1. Continental;
2. Zwamadaka;
3. Emanzini;
4. Sedibeng; and
5. Waterbron
6. Pretoria West Stores
7. Roodeplaat RQS
8. Roodeplaat Training

## 2. CURRENT ENVIRONMENT

The Department of Water and Sanitation at Head Office currently has a dysfunctional access control security system which consist of biometric readers, walk-through metal detectors and X-ray machines in all reception areas, boom-gates, swing gates and the main access control system (software) at Waterbron building. The entire system needs to be replaced.

PRODUCT TYPE:NAME OF THE BUILDINGS	FACE RECOGNITION READERS ACCESS CARD TIME ATTENDANCE	WALK THROUGH METAL DETECTOR	X-RAY MACHINE	BOOM-GATES AND VISITORS MANAGEMENT SCANNERS	SERVICE GATES
Waterbron	20	4	4	1 Parking	1
Sedibeng	20	1	1	1 Parking	1
Emanzini	08	1	1	-	1
Zwamadaka	10	1	1	1 Parking	1
Continental	08	1	1	1 Parking	1
Pretoria West Stores	06	-	-	1 main gate	-
Roodeplaat RQS	08	1	1	1 main gate	1
Roodeplaat Training	06	-	-	2 main gate	-
Interlinking doors between Waterbron, Sedibeng Emanzini and Zwamadaka	12	-	-	-	-
Waterbron main access control office	<b>Installation of system software</b>				

Service gates to be electronically controlled by deployed security from the reception desks.

### 3. SERVICE REQUIRED

The Department requires a service provider to install and maintain the entire access control system including the main access control system (software and hardware).

A Service Provider will be accompanied and monitored by a Departmental representative while providing the services and a Project Manager will conduct inspection after all work has been completed before sign-off.

It is expected from Service Providers to familiarize themselves with the scope of work and any possible limitations as any additional work that will be executed outside the scope will be for the account of the Service Provider appointed. The appointed Service Provider will do assessment to familiarize themselves with the area where work need to be done

### 4. SCOPE OF WORK

Nr.	DESCRIPTION	COMPLY	DO NOT COMPLY	COMMENTS
1.	<b>Access Control</b>			
	<b>1. a) Software</b>			
	a) Supply, deliver, install and configure an IP-based access control system.			
	b) The access control system must enable multiple secure user accounts to operate the system. The system must allow for different levels of access to the system, i.e. Administrator, power user, normal user, etc.			
	c) The access control system must be able to enrol and deactivate officials as well as visitors.			
	d) The system must allow for visitors to pre-register electronically in advance.			
	e) The access control system must allow for facial recognition access cards attendance as well as mobile access, i.e. QR-code to the buildings for officials only.			
	f) The system must be fully integrated with the current electronic surveillance or CCTV monitoring system.			
	g) The system must follow a client-server architecture and must be accessible from all eight (8) buildings.			
	h) The system must have features that allows for future expansion to accommodate multiple sites throughout the country.			
	i) The system must make provision for emergency opening of swing gates, access control gates, interlinking doors including booms.			

Nr.	DESCRIPTION	COMPLY	DO NOT COMPLY	COMMENTS
	<p>1) Maintenance and support for a period of two (2) years for the above-mentioned products to be costed after the first 12 months of warranty that include maintenance expires, include the following:</p> <p>Maintenance continuously upholds and maximizes the value of software investment.</p> <p><b>Product updates.</b> The Optimal product and software performance, adaptability, and compatibility with unlimited Product and software Updates that is available immediately upon release of the latest software versions and product.</p> <p><b>Version upgrades.</b> Smarter features and advanced technology delivering product functionality in every <u>new release</u>.</p> <p><b>Support and learning. Rapid response and resolution.</b> 24/7/365 Telephonic <u>Technical Support</u> as standard, with numerous self-help and learning resources.</p>			
	<b>1. b) System data</b>			
	j) Migration of data from old system to the new system.			
	k) The system must keep all records for a period of at least three (3) years. This must include deactivations as well.			
	<b>1. c) System reporting</b>			
	<p>l) Reporting from the access control system as well as automation of reports, such as listed below, but not limited to:</p> <p>2) Summary/management reports.</p> <p>3) Detailed reports that can be selected for different scenarios, such as, but not limited to, report for a specific user, for a specific timeframe/period, specific building, failed access attempts, etc.</p> <p>4) Automated daily, weekly and monthly reports to management (or selected staff).</p>			
	<b>1. d) System security and continuity</b>			
	5) The system must have audit logging capabilities to ensure all transacting on the system is recorded, i.e. access logs, security logs, password resets, etc.			
	6) The audit logging capabilities must be protected, and only authorised accounts are able to access the audit logs.			

Nr.	DESCRIPTION	COMPLY	DO NOT COMPLY	COMMENTS
	7) Sufficient storage capacity to enable audit logs to be stored for a minimum of one (1) year on separate storage.			
	8) Backup capability of the access control system with retention periods on separate equipment.			
	<p>9) Maintenance and support for a period of two (2) years for the above-mentioned products after the first 12 months of warranty that include maintenance expires, include the following:</p> <p>Maintenance continuously upholds and maximizes the value of the software investment.</p> <p><b>Product updates.</b> Optimal product performance, adaptability, and compatibility with unlimited Product Updates that is available immediately upon release the latest software versions and product.</p> <p><b>Version upgrades.</b> Smarter features and advanced technology delivering product functionality in every new release.</p> <p><b>Support and learning. Rapid response and resolution.</b> 24/7/365 Telephonic <u>Technical Support</u> as standard, with numerous self-help and learning resources.</p>			
<b>2. Cabling and networking</b>				
	10) Supply, deliver, install and configure a dedicated communication system with Ethernet LAN for adjacent buildings and 5.8GHz Microwave (must be able to transmit video footage without latency) link to Continental building, Roodeplaat Training Centre, RQIS, and Pretoria West Stores.			
	11) All cabling must be protected from tampering by placing it in galvanised tubing.			
	12) Cabling distances should be measured during the compulsory site meeting and the bidder shall ensure that the correct cabling is chosen to meet with the required distances. CAT6 (should not extend 100 meters) or optical fibre).			
	13) Maintenance and support of the above-mentioned items for a period of two (2) years after the first 12-month warranty that include maintenance period.			

Nr.	DESCRIPTION	COMPLY	DO NOT COMPLY	COMMENTS
<b>3.</b>	<b>Computer-related Hardware</b>			
	14) Industrial-type equipment is required.			
	15) Supply, deliver, install and configure face recognition access card time attendance at all buildings interlinking doors and parking entrances.			
	<p>16) Supply visitor management scanners for all eight parking.</p> <p>The minimum requirements of visitor's management scanners will be as follows:</p> <ul style="list-style-type: none"> <li>- Allow pre-registration for the visitors</li> <li>- Have secure codes sign in</li> <li>- Take photo, scan identity document and car disks</li> <li>- User friendly dashboard to get visitors statistics</li> <li>- Capture data and be transferred to the main access system</li> <li>- Post machines enable with build in printers to pass visitor badge</li> <li>- Install dash cam cameras for enrollment at six receptions. (Waterbron, Sedibeng, Emanzini, Zwamadaka, Continental buildings and Roodeplaat RQIS)</li> </ul>			
	17) The face recognition access card time attendance, swing gates, access control gates including booms, dash cam cameras and visitor management scanners must be integrated with the access control system.			
	18) Any illegal access or activity must be sounded by an alarm to security staff.			
	19) The access control system must be connected to a UPS to sustain the system for a minimum period of 8 hours. Supply, deliver, install and configure the UPS.			
	20) The UPS must be connected to the generator of the building.			
	21) Supply, deliver, install and configure two (2) card printers compatible with the system			
	22) Supply and delivery of access cards x 6000			

Nr.	DESCRIPTION	COMPLY	DO NOT COMPLY	COMMENTS
	<p>23) Supply, deliver, install and configure of computer equipment. The minimum requirement for computers will be as follows (as per the department's standard):</p> <p><b>Reception areas:</b> Desktop computers with a minimum of i7, 8GB upgradable memory, 4.9 GHz processor, one network card, a 23" screen and cameras to be configured to the systems</p> <p><b>Control room:</b></p> <ul style="list-style-type: none"> <li>- 1x Desktop computer desktop with minimum of i7, 16GB upgradable memory, 4.9 GHz processor, one network card with a 23" or 27" screen</li> <li>- 1x laptop for mobile purposes with minimum of i7, 16GB upgradable memory, 4.9 GHz processor, one network card (Departmental Standard</li> <li>- 2 x Camera for access cards to be configured to the system</li> </ul>			
	<p>24) Upgrade of the current CCTV video recording device to ensure that the storage capacity is sufficient to comply with the minimum storage requirement of CCTV footage according to regulations (including MISS , MPSS and the Archive Act )</p>			
	<p>25) Maintenance and support of the above-mentioned items for a period of two (2) years after the first 12-month warranty period that include maintenance.</p>			
	<p>26) Maintenance and support for the card printers must allow for resolution of issues within one (1) day. If not possible, a temporary card printer must be made available immediately.</p>			
4.	<b>Walk-through Metal Detectors</b>			
	<p>a) Supply, deliver, install and configure walk-through metal detectors in all six (6) buildings.</p>			
	<p>b) The walk-through metal detectors must have the following features:</p>			
	<p>c) Wide range of threat detection from guns to ½ cutter blades.</p>			
	<p>d) Excellent discrimination of personal metal effects. Met-Identity technology for identification of threat composition in real time.</p>			

Nr.	DESCRIPTION	COMPLY	DO NOT COMPLY	COMMENTS
	e) 60 Localization zones (20 vertical x 3 lateral) with left, centre, and right indication.			
	f) High precision bi-directional counter with automatic re-screening compensation.			
	g) One-touch automatic self-installation (OTS) chip card capability for fast, simple, and secure programming.			
	h) Automatic Operational Functional Verification (OFV).			
	i) Random alarm capability programmable from 0% to 100%.			
	j) Automatic Vibration Compensation (AVS, EVA) Exceptional Immunity to external interferences.			
	k) Automatic Channel Search (CS) powered by safe low voltage DC.			
	l) Automatic Floor Gain Adjustment (FGA) Standard Interfaces: RS-232, Bluetooth, Infrared.			
	m) Automatic Technical Functional Verification (TFV). Other available interfaces: Wi-Fi, Ethernet, USB.			
	n) Anti-tempering on and off switch.			
	o) Powered by safe low voltage.			
	p) Automatic floor gain adjustment.			
	q) Maintenance and support of the above-mentioned items for a period of two (2) years after the first 12-month warranty period that include maintenance.			
<b>5.</b>	<b>X-ray Machines</b>			
	a) Supply, deliver, install and configure X-Ray machines in all six (6) buildings.			
	<b>General specifications will include, as a minimum:</b>			
	b) Tunnel dimensions / max. object size 532 (W) x 330 (H) [mm] / 530 (W) x 320 (H) [mm] 21" (W) x 13" (H) / 20.9" (W) x 12.6" (H).			
	c) Conveyor height approx. 190 mm / 7.4" Conveyor speed at mains frequency 50/60Hz approx. 0.18 / 0.22 m/s Max. conveyor load (evenly distributed) 60 kg / 132 lbs.			

Nr.	DESCRIPTION	COMPLY	DO NOT COMPLY	COMMENTS
	d) Resolution (wire recognition) Standard: 38 AWG (0.1 mm Cu), typical: 38 AWG (0.1 mm Cu).			
	e) Penetration (steel step wedge) Standard: 14 mm, typical: 16 mm X-ray dose / inspection (typical) HI-MAT: 0.8 □Sv (0.08 mrem).			
	f) Film safety Guaranteed even for high speed films up to ISO 1600 (33 DIN) Duty cycle 100 %, no warm-up procedure required.			
	g) X-Ray Generator Cooling / Housing Hermetically sealed oil bath / single tank Anode voltage 100 kV cp Anode current (typical) standard: 0.07 mA Beam divergence / beam direction 60° / diagonal from top to bottom.			
	<b>Image Generating System:</b>			
	h) X-ray converter L-shaped detector line with large scale monolithic amplifiers; conversion of X-radiation by means of scintillation crystals Number of X-ray detectors 1024 photo diodes (HI-MAT).			
	i) Digitalization (dynamic resolution) A/D converter 14 bit.			
	<b>Image Processing System:</b>			
	j) System controller specifications (minimum) CPU clock: 1.6 GHz; 2 cores 64-bit support 4 GB RAM 64 GB flash memory (standard) 1TB HDD 2,5" (optional), SATA interface Ethernet 1000Mbps 2 x USB 3.0 ports 2 x USB 2.0 ports Operating temperature 0 – 55°C.			
	k) Image Processing System (minimum) Image memory: 256 MB Graphics Base Frequency 200 MHz Graphics Max Dynamic Frequency 1 GHz Storage depth per pixel: 24 bit Maximum image resolution: 1920 x 1200 / 60 Hz non-interlaced Digital display interface: 1x DisplayPort 1.2.			
	<b>Image Display Modes:</b>			
	l) The system must allow the x-ray machine operator to choose image colours, depending which colour selection best suits the image under analysis.			
	m) Black / White Image In the black and white image, scanned objects are represented according to the X-ray absorption. The X-ray absorption of the inspected material is assigned to 4096 grey levels, where high absorbing materials are represented in dark grey tones and weak absorbers in lighter shades of grey.			

Nr.	DESCRIPTION	COMPLY	DO NOT COMPLY	COMMENTS
	n) More grey levels are used in the low and high areas of X-ray absorption than in the medium absorbing range. Therefore, more details are revealed in high and low absorbing areas.			
	o) Maintenance and support of the above-mentioned items for a period of two (2) years after the first 12-month warranty period that include maintenance.			
<b>6.</b>	<b>Other physical security items/requirements</b>			
	a) Supply, deliver, install and configure 1.7m swing gates for all six (6) buildings, 5mm thickness.			
	b) Supply, deliver, install and configure the boom gates for all eight (8) buildings.			
	c) Supply, deliver, install and configure 1.7m rotating turnstiles for all Head Office buildings.			
	d) Supply, deliver, install and configure backup batteries for all eight (8) buildings with a minimum capacity of 12 hours.			
	e) Supply, deliver, install and configure all glass doors / service doors in all six (6) buildings.			
	f) Supply, deliver, install and configure drop-off visitors' access boxes in all eight (8) buildings and activate the boxes.			
	g) Repair installed the 1st aluminium door connecting to magnetic log at Ministers' Office on 10 <sup>th</sup> floor, Sedibeng building.			
	h) Supply, deliver, install and configure the industrial double arm motto and the steel gate at Zwamadaka building.			
	i) Supply, deliver, install and configure boom gates and visitors' management scanners at the following buildings: 1) Waterbron building + 1 visitor management Scanner 2) Continental building + 1 visitors management scanner 3) Zwamadaka building + 1 visitors management scanner 4) Sedibeng building + 2 visitor management scanner 5) Pretoria West Stores +1 visitor management scanner			

Nr.	DESCRIPTION	COMPLY	DO NOT COMPLY	COMMENTS
	6) Roodeplaat RQS + 1 visitor management scanner			
	7) Roodeplaat Training +1 visitor management scanner			
	j) Alignment of the electronic sliding door fitted with motto at Sedibeng building, 10 <sup>th</sup> floor at Deputy Minister's side.			
	k) Access control system must have the required barriers to direct personnel / visitors to both X-ray machine and metal detectors.			
	l) No mid-rotation locking or trapping in case of power failure, etc.			
	m) All structures and fixtures that need to be installed shall be communicated to the landlord for approval prior to installation.			
	n) Maintenance and support of the above-mentioned items for a period of two (2) years after the first 12-month warranty period that include maintenance.			
<b>7.</b>	<b>Face recognition reader access card time attendance</b>			
	<b>The following buildings require face recognition reader access card time attendance (78) to be supplied, delivered, installed and configured:</b>			
	a) Waterbron building X 20			
	b) Sedibeng building X 20			
	c) Emanzini building X 04			
	d) Zwamadaka building X 08			
	e) Continental building X 08			
	f) Pretoria West Stores X 06			
	g) Roodeplaat RQS X 06			
	h) Roodeplaat Training X 06			
	i) Interlinking doors between Waterbron, Sedibeng Emanzini and Zwamadaka X12			
<b>8.</b>	<b>Support and maintenance</b>			
	a) The service provider shall provide a support, repair, and maintenance (corrective, preventive, risk-based, predictive) service for the entire installation and commissioning of the integrated system at all eight (8) buildings for the contract period.			

Nr.	DESCRIPTION	COMPLY	DO NOT COMPLY	COMMENTS
	b) The service provider shall be required to sign a Service Level Agreement with the Department which will contain items such as the following but not limited to: <ol style="list-style-type: none"> <li>1) Maintenance work on system to take place on a quarterly basis.</li> <li>2) Call out when required with acceptable response times.</li> <li>3) Replacement of part/s that are not repairable must first obtain prior approval from project manager.</li> </ol>			
<b>9.</b>	<b>Removal of current systems</b>			
	a) Removal of the current systems and infrastructure.			
	b) Transporting of removed equipment to storage facility at Pretoria West.			
<b>10.</b>	<b>Skills Transfer and Training</b>			
	a) Detailed training for operation of the installed security products (products include operating of security equipment, software and any other items that will be installed as part of this contract) to be provided to all security personnel for all above-mentioned systems and infrastructure. Training should cover the following: Operating of X-Ray machines, Metal detectors, Swing gate, Security Access System eg enrolment of personnel's, contractors, visitors inclusive of activation and deactivation of access cards. Zoning allocations access to Ministries and parking's.			
	b) Provide detailed approach that will provided to Security Personnel who will be working closely with appointed Service Provider to be trained to understand every equipment's that will be installed in detailed			
	c) Detailed types of training manuals and/or standard operating procedures for all the systems and infrastructure that will be supplied.			

**WARRANTY AND GUARANTEE**

A 12 months' warranty include maintenance and the guarantee of the work carried out/ spares installed shall be provided by the **SERVICE PROVIDER** from the date of final installation sign-off. If during this period the system is not in proper working condition or not working satisfactory owing to faulty material, design or workmanship, the **SERVICE PROVIDER** will be notified and immediate steps shall be taken by such **SERVICE PROVIDER** to rectify defects and/ or replace the affected parts on site, at the **SERVICE PROVIDER's** own expense. The **SERVICE PROVIDER** will also be responsible for the transportation and installation of any kind of parts required to fix the entire access control security system.

Security audit and testing will be conducted after the installation and repair of security system has been completed. However, the detailed report must be supplied by the Service Provider to the DWS Security Management Services within 72 hours following the installation and testing.

Maintenance contract cost of 24 months to be activate automatically after the period of the warranty that include maintenance have lapsed.

<b>DELIVERABLES</b>	<b>DUE DATE</b>
Service Provider to share system details such as passwords and IP addresses with DWS Security Manager.	On the duration of the contract
Install software and hardware as per the scope of work.	As per project plan
Guaranteed installation/completion certificate for both software and hardware.	After completion of the project
Provide training of the access control system to DWS security officials.	After installation and during the course of contract period
Comprehensive report of work done after installation.	Within five working days
File created by the Service Provider with technical information regarding all systems such as, but not limited to, IP addresses and passwords to be submitted to DWS Security Management.	Before the end of the project
Training manuals and/or standard operating procedures for all the systems and infrastructure to be provided to the DWS Security Management.	Before the end of the project

## 5. ADMINISTRATIVE COMPLIANCE

Please note that all bidders must comply with the following administrative compliance.

No.	Name of the document that must be submitted	Requirements
1	Invitation to bid –SBD 1	Please complete and sign the supplied <i>pro forma</i> document.
2	Registration with Central Supplier Database (CSD) as per National Treasury SCM Instruction 4 of 2015/17 par 5.2	Attach proof of print out as proof of registration or supplier number.
3	Pricing Schedule – SBD 3.1	Please submit full details of pricing as per the SBD Pricing Schedule
4	Declaration of Interest – SBD 4	Please complete and sign the supplied <i>pro forma</i> document.
5	Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero score on specific goals.

## 6. EVALUATION CRITERIA

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2022. In accordance with the Preferential Procurement Regulations 2022, submissions will be adjudicated on 80/20 points system and the evaluation criteria. A three phase evaluation criteria will be considered in evaluating the bid. On the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

**Phase 1: Mandatory compliance** (if not complied with bidder will be disqualified)

**Phase 2: Functional / Technical Evaluation**

**Phase 3: Points awarded for Price and Specific Goals (80/20 Preferential System)**

**PHASE 1: MANDATORY COMPLIANCE:**

Please note that all bidders must comply with the following mandatory requirements-

**IF NOT COMPLY OR NOT ATTACHED IN THE BID DOCUMENTS, THE BIDDER WILL BE DISQUALIFIED**

<b>NO</b>	<b>Requirements</b>	<b>Document to be attached</b>
1	Registration for compensation for occupational Injuries and Diseases (COID)	Attach a valid letter of good standing
2	Compulsory briefing session attendance register must be completed	The service provider must sign the attendance register
3	Unemployment Insurance Fund (UIF) certificate of compliance	Attach a valid UIF certificate
4	Team Leader registration with Engineering Council of South Africa (ECSA) for electrical or electronic Engineer	Attach valid proof of registration with <b>ECSA</b> for electrical or electronic Engineer
5	Private Security Industry Regulatory Authority (PSIRA) letter of good standing for the company	Attach a valid letter of good standing for the company
6	Company registration certificate with PSIRA	Attach valid certificate of the company
7	PSIRA registration certificate for company individual Directors of the company	Attach valid certificates of the Directors

**PHASE 2: FUNCTIONALITY/TECHNICAL EVALUATION**

In this phase the evaluation will be based on the bidder responses in respect of the bid proposal (evaluated on the minimum functional specifications). Prospective bidders who score a minimum of 65% or more on Functionality/Technical Evaluation will be considered for the next phase 3 (Price and Specific goals).

Values: 1 Poor.....2 Average.....3 Good.....4 Very Good.....5 Excellent

Evaluation Area	Scoring guideline	Weighting
<p><b>Bidder Experience and Track Record</b></p> <p>Provide details of the company's experience to provide access control system installation, repair and maintenance with a minimum of four (4) years' experience.</p> <p>Provide four (4) letters of affirmation or contactable references from Business or Government customers to whom the project or service was delivered. Each letter must be dated, signed and on a letterhead of the customer or contactable reference should indicate the following:</p> <ol style="list-style-type: none"> <li>1) The customer Company name and physical address;</li> <li>2) Customer contact person's name, telephone number (land line and cell number) and e-mail address;</li> <li>3) Project scope of work (provide access control system installation, repair and maintenance and support);</li> <li>4) Project Start and End Date.</li> </ol>	<p>Attached four (4) letters of affirmation from Business / Government customers showing 4 of the requirements = 5</p> <p>Attached three (3) letters of affirmation from Business / Government customers showing all the requirements = 4</p> <p>Attached two (2) letters of affirmation from Business / Government customers showing less than 3 of the requirements = 3</p> <p>Attached one (1) letter of affirmation from Business / Government customers showing less than 2 of the requirements = 2</p> <p>No affirmation from Business / Government customers = 1</p>	<p><b>20</b></p>
<p><b>Support, Repair and Maintenance of access control systems.</b></p> <p>The service provider shall be required to provide a detailed clear maintenance plan of access control maintenance (corrective, preventive, risk-based, predictive) plan that details:</p> <ol style="list-style-type: none"> <li>1) Actual work to be undertaken;</li> <li>2) Resources to be used;</li> <li>3) Detail Schedules of maintenance;</li> <li>4) Access Control System related parts</li> <li>5) Turnaround time (response time)</li> </ol>	<p>Maintenance plan includes all 5 items listed = 5 points</p> <p>Maintenance plan includes items no 1, 2, 3 and 4 listed = 4 points</p> <p>Maintenance plan includes items no 1,3 and 4 = 3 points</p> <p>Maintenance plan includes 1 and 3 items listed = 2 points</p> <p>Maintenance plan includes no 1 item listed = 1 point</p>	<p><b>15</b></p>
<p><b>Detailed project management methodology</b></p> <p>The service provider must provide a presentable proposal on how to carry out the project. The following details must be clearly indicated in detail in same order listed below:</p> <ol style="list-style-type: none"> <li>1) Project control plan</li> </ol>	<p>Project plan attached includes all items listed = 5 points</p> <p>Project plan attached includes items listed no 1, 2, 3 and 4= 4 points</p>	<p><b>20</b></p>

Evaluation Area	Scoring guideline	Weighting
2) Monitoring plan. 3) Project execution plan. 4) Project milestones which depict the actual phases and timelines of the project. 5) Evaluation and supervision of work, work schedules and turnaround times.	Project plan attached includes items listed no 1, 2 and 3 = 3 points  Project plan attached includes item listed no 1 and 3 = 2 points  Project plan attached includes item listed no 3 = 1 point	
<b>Team Leader/ Project Manager</b>  1) The Team Leader/ Project Manager must have Diploma or Certificate in Project Management and a minimum of five (5) years' related experience in the installation, repair and maintenance of access control. (attach proof) 2) The The Team Leader/ Project Manager must have at least have a Degree or B.Tech in Electronic or Electrical Engineering. (Copies of qualifications to be attached as proof). 3) The Team Leader/ Project Manager must have a Certificate of training installation of equipment from the Supplier (OEM) Proof of qualification to be submitted. 4) The Team Leader / Project Manager must be registered with ECSA: Proof Certificate or valid verification information to be attached	Complied with all four (4) required qualifications and experience = 5 points  Complied with three (3) required qualifications and experience = 4 points  Complied with two (2) required qualifications and experience = 3 points  Complied with one (1) required qualification and experience = 2 points  Complied with none of the required qualifications and experience = 1 point	<b>20</b>
<b>Technician/s</b>  1) Minimum of three (3) years related experience in installation, repair and maintenance of Access Control systems  2) Must have a Certificate of training installation of equipment from the Supplier (OEM). Proof of qualification to be submitted  3) Must have a Minimum Diploma in Electronic or Electrical Engineering. Proof of certified certificate to be attached	Complied with all 5 requirements point no 1,2,3,4 and 5 = 5 points  Complied with 4 of the requirements point no 1,2,3 and 4 = 4 points  Complied with 3 of the requirements point no 1, 3 and 4 = 3 points  Complied with 2 of the requirements point no 1 and 4 = 2 points	<b>15</b>

Evaluation Area	Scoring guideline	Weighting
4) Team Leader or Technician must be registered with ECSA: Proof of Certificate or valid verification information to be attached 5) A detailed CV of the team members with valid certified copies of Identification Documents as well as qualifications to be attached	Complied with 1 of the requirements point = 1 point	
<b>Bank Guarantee</b> To determine the financial capacity of the service provider a bank guarantee is required from a Financial Service Provider (FSP) and national Credit Regulator. The proof of the bank guarantee must state the amount on the FSP's letterhead, stamped and signed by the institution.	Bank guarantee to the value of R5 million or more= 5 points Bank guarantee to the value of R4 million= 4 points Bank guarantee to the value of R3 million= 3 points Bank guarantee to the value of R2 million= 2 points Bank guarantee to the value of R1 million or less = 1 point	<b>10</b>
<b>TOTAL</b>		<b>100</b>

### PHASE 3: THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 80/20 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
<b>Total</b>	<b>100</b>

#### Price

A maximum of 80 points are allocated for price on the following basis:

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

Where:

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### Preference point system

<b>SPECIFIC GOALS</b>	<b>NUMBER OF POINTS TO BE ALLOCATED</b>
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
<b>Total points for SPECIFIC GOALS</b>	<b>20</b>

Documents requirement for verification of points allocation:

<b>Procurement Requirement</b>	<b>Required Proof Documents</b>
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above is as follows:

**Women, disability, and youth:**

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

**Location of enterprise**

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

**B-BBEE status level contributors from level 1 to 2 which are QSE or EME**

Measured in terms of normal BBEE requirements.

**Note: Formula for calculating points for specific goals**

**Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise.**

**The following formula is prescribed:**

$$PC = \frac{Mpa \times P\text{-own}}{100}$$

**Where**

**PC= Points awarded for specific goal**

**Mpa= The maximum number of points awarded for ownership in that specific category**

**P-own = The percentage of equity ownership by the enterprise or business**

## **7. CONDITIONS**

- 1) The Department will not be liable to any damage caused by the contractor, whatsoever.
- 2) The department will not be held liable of injury of the contractor's employees
- 3) Bidders are required to submit certified valid B-BBEE Status level Verification Certificate or copies together with their bids, to substantiate their B-BBEE rating claims.
- 4) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- 5) The Exempted Micro Enterprise must submit a letter from the Accounting Officer who is appointed in terms of Close Corporation Act. EMEs can submit a sworn affidavit obtainable from the Department of Trade and Industry website.
- 6) Fraudulent practices shall result in immediate disqualification.
- 7) Bidders are requested to provide a clear agreement regarding joint ventures/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.
- 8) In the event of a Joint Venture being formed, note that all members of the joint venture should sign the contract / agreement and are jointly or severally liable for the entire assignment.
- 9) The Department of Water and Sanitation is not bound to select any of the service providers submitting proposals and therefore reserves the right not to award the bid.
- 10) The Department of Water and Sanitation will not be held responsible for any cost incurred by the bidder in the preparation and submission of the bids.
- 11) Travelling cost and time spent or incurred between home and office of the service providers and the Department of Water and Sanitation (Head Office) will not be for the account of the Department.
- 12) The Bidders must complete all the necessary information required in the bidding document.
- 13) The bidder must provide training Schedules with evidence that training has been certified by the manufacturer or OEM
- 14) It is mandatory that successful bidders are screened by the state Security Agency for security competency before award.
- 15) The successful bidder will be awarded upon receiving positive security screening results from State Security Agency

## **8. COMPULSORY BRIEFING SESSION**

Please take note that a compulsory briefing session will be required. The date and venue will be communicated.

It is important that service providers confirm all required details during the compulsory briefing session.

## **9. SPECIAL CONDITION**

Post 3 years the Departmental maintenance plan will reserve a right to enter into a yearly maintenance contract renewal.

## **10. TECHNICAL ENQUIRIES:**

Contact Person: Mandu Buys

Telephone: 012 336-8321

Email: [Buysm@dws.gov.za](mailto:Buysm@dws.gov.za)