LEPELLE NORTHERN WATER

LEPELLE NORTHERN WATER
Water is our passion

TENDER NO: LNW02/26/27

APPOINTMENT OF PHYSICAL SECURITY SERVICE PROVIDERS FOR NATIONAL KEY POINT (CRITICAL INFRASTRUCTURE) SITES IN THE MOPANI, SEKHUKHUNE AND CAPRICORN REGIONS FOR A PERIOD OF FIVE (5) YEARS

CLOSING DATE: 07 December 2026 at 11h00

ISSUED BY:

LEPELLE NORTHERN

WATER

Physical address: 01 Landros Mare Street
Polokwane
0700

Postal address: Private Bag X9522
Polokwane
0700

Tel: 015 295 1800
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E-mail: information@lepelle.co.za

NAME OF TENDERER: _____

CSD NUMBER: MAAA_____

TOTAL AMOUNT: (incl. VAT)_____

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEPELLE NORTHERN WATER					
BID NUMBER:	**LNW02/26/27**	**CLOSING DATE: 07 December 2026**		CLOSING TIME:	11h00
DESCRIPTION	***APPOINTMENT OF PHYSICAL SECURITY SERVICE PROVIDERS FOR NATIONAL KEY POINT (CRITICAL INFRASTRUCTURE) SITES IN THE MOPANI, SEKHUKHUNE AND CAPRICORN REGIONS FOR A PERIOD OF FIVE (5) YEARS***				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 01 LANDROS MARE STREET POLOKWANE

LEPELLE NORTHERN WATER HEAD OFFICE

01 LANDROS MARE STREET

POLOKWANE

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Happiness Baloyi**	CONTACT PERSON	**Harry Malatji**
TELEPHONE NUMBER	**015 295 1800**	TELEPHONE NUMBER	**015 295 1800**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**Happinessb@lepelle.co.za**	E-MAIL ADDRESS	**Harrym@lepelle.co.za**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS WILL 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: ……

1. BACKGROUND

Given its mandate, vision, and mission, LNW is exposed to various security risks, threats, and vulnerabilities. Because LNW's sites are critical for ensuring bulk water supply to mines, businesses, and municipalities, it is imperative that robust security measures are in place. These vulnerabilities necessitate a dedicated security structure to safeguard human lives (staff, clients, visitors, and service providers), assets, and sensitive information. Consequently, LNW must appoint a reputable, experienced, and well-resourced service provider to deliver Physical Guarding and Security Incident Management services. These services will encompass access control monitoring, guarding and patrolling of premises, protecting personnel and visitors, safeguarding assets and information, and executing other related security functions.

2. SPECIFICATION

Proposals are hereby invited for the appointment of Physical Security Service providers for National Key Point (Critical Infrastructure) sites in Mopani, Sekhukhune, and Capricorn regions.

3. SCOPE OF WORK

The appointed Service Provider must perform the following duties and responsibilities for the duration of the contract:

3.1 Duties and Responsibilities

3.1.1 Physical Security and Access control

Provide 24/7 physical security services, conduct searches at all main security points, escort contractors and visitors, monitor activities, report crime-related incidents, and enforce access control in accordance with the Control of Access to Public Premises and Vehicle Act, 1985 (as amended) and LNW Security Policies. Access control functions include, but are not limited to:

- Searching all staff and visitors upon entering and exiting the premises.
- Completing and maintaining accurate admission control registers.
- Locking and unlocking entrances.
- Preventing unauthorized persons and dangerous objects from entering the premises.
- Controlling, checking, and monitoring all goods entering and leaving the premises to ensure no LNW assets are removed without authorization.

3.1.2 Routine Inspections

Conduct routine inspections of boundary fences, security doors, windows, and security lighting. Any faults or irregularities must be reported to the Project Manager immediately.

3.1.3 Security Control Room & Monitoring

Maintain a fully equipped 24/7 Security Control Room to provide continuous online monitoring and maintain communication with all deployed Security Officers. The Control Room must coordinate officers, manage emergency situations, and monitor the patrol system (communication must occur hourly during the day and every 30 minutes at night).

3.1.4 Daily and Monthly Reporting

Submit daily patrol monitoring reports to the Project Manager for each site. Submit comprehensive monthly written security operational reports to the Project Manager for the duration of the contract.

3.1.5 Emergency and Contingency Management

Handle emergencies and unforeseen circumstances within and around the sites, including participating in the coordination of mandatory or unplanned fire drill exercises. As part of the tender submission, the Service Provider must provide

contingency plans for dealing with emergency situations, including but not limited to:

- Backup support capacity and channels for requesting backup.
- Defined response and lead times.
- Emergency management (facilitating evacuations, immediate firefighting, crowd control, access control, and administering first aid).
- Assisting in disaster management and liaising with local authorities and emergency services.

3.1.6 Law Enforcement Liaison:

- Liaise and coordinate with the South African Police Service (SAPS) and other law enforcement agencies. Detect, apprehend, and detain (until SAPS arrival) intruders or individuals posing a hazard or risk to LNW property.
- Ensure all security-related incidents are registered with the relevant authorities.

3.1.7 Incident Reporting and Liability

A full investigation report must be submitted within two working days after the incident.

3.1.8 Compliance with Standard Operating Procedures (SOPs)

- Enforce the LNW Security Procedure Manual and SOPs for access control at all LNW operational sites. SOPs must be discussed prior to the commencement of the appointment and regularly reviewed.
- The Service Provider must ensure personnel cooperate fully with the LNW Security Management Unit and comply with all set working procedures.

3.1.9 Firearms Compliance

- Comply strictly with the Firearms Control Act, 2000 and the Specific Regulations of 2004. All firearms must be registered in the Service Provider’s name, stored according to legal guidelines, and operated only by personnel holding valid permits and competency certificates from accredited training providers.

- The Service Provider must keep all relevant firearm documentation available for audit by the Security Coordinator.

3.1.10 On-Site Supervision and Duty Rosters

- Ensure supervisors or managers conduct daily supervisory inspections at all deployed sites.
- Maintain a daily Duty Roster indicating assumption of duty and knock-off times as proof of continuous coverage. Each Security Officer or Supervisor must sign against their name when reporting for and concluding their shift.

3.1.11 Occurrence Books and Lost Property

Maintain accurate Occurrence Books and all relevant registers on site. All lost items and articles found on site must be recorded in the Occurrence Book by the Security Officer on duty, indicating the date, time, and location, and reported to the Project Manager.

3.1.12 Key Control

Manage strict Key Control, including the safekeeping of keys and the locking/unlocking of entrances in line with LNW policies. LNW shall hold the Service Provider liable for any losses occurring due to poor key control or personnel negligence.

3.1.13 Identification and Visitor Cards

- Ensure all Security Officers wear a clear security appointment card and PSIRA card (with photo) conspicuously at all times while on site. Track and account for all visitor cards at the end of each shift.
- If a visitor card is not returned, the Security Supervisor must contact the visitor for retrieval and report the incident to the relevant LNW manager on the next working day.

3.1.14 Parking and Traffic Control

Enforce parking regulations, ensuring no vehicles are parked in unauthorized areas within or around LNW premises.

3.1.15 Meetings

Attend all scheduled or ad-hoc meetings between LNW and the Service Provider.

3.1.16 Security Vehicle Key Responsibilities

Provide a company-branded vehicle(s) to facilitate the following:

- Property Surveillance: Conduct regular, high-visibility patrols (including parking lots, perimeters, and industrial sites) to deter theft, vandalism, and unauthorized access.
- Incident Response: Respond immediately to security alarms, suspicious activity reports, or emergency situations.
- Vehicular Traffic Monitoring: Assist with traffic flow if needed and ensure vehicles are parked in designated areas.
- Safe Vehicle Operation: Adhere to all traffic laws and company policies while operating the patrol vehicle.

3.1.17 Security Supervisors (PSIRA Grade B) Key Responsibilities

- Personnel Management: Schedule shifts, manage leave, conduct performance reviews, and train staff.
- Operational Control: Supervise daily operations, conduct site patrols, ensure access control, and monitor CCTV and alarm systems.
- Incident Handling & Reporting: Respond to emergencies, conduct preliminary investigations, and maintain occurrence books/registers.
- Compliance & Risk Management: Ensure compliance with PSIRA standards and LNW company policies.
- Asset Protection: Identify security risks, conduct site audits, and maintain security equipment.

4. LEGAL AND REGULATORY REQUIREMENT

4.1 PSIRA Compliance

The Service Provider must be fully compliant with and accredited by the Private Security Industry Regulatory Authority (PSIRA).

4.2 Personnel Certification

The Service Provider must ensure that all deployed security personnel possess valid PSIRA certificates, as mandated by regulation, for the entire duration of the contract.

4.3 NKP Training and Firearm Competency

All deployed Security Officers and Supervisors must have completed the required National Key Point training with the relevant Unit Standards. Security Officers and Supervisors deployed at armed posts must additionally possess valid SAPS firearm competency certificates for the applicable firearm categories required for those posts.

4.4 Breach of Contract

Should any services within the scope of this tender be executed by personnel who do not meet the qualification and certification requirements specified above, this shall constitute a breach of contract, and LNW shall apply the applicable penalties.

4.5 Firearms Control Act

The Service Provider must strictly comply with the provisions of the Firearms Control Act, 2000 (Act No. 60 of 2000).

4.6 Access Control Legislation

The Service Provider must execute access control responsibilities in accordance with the Control of Access to Public Premises and Vehicles Act, 1985 (Act No. 53 of 1985).

4.7 Labour Legislation

The Service Provider must be fully compliant with the Basic Conditions of Employment Act and the relevant Bargaining Council Main Collective Agreement.

4.8 Health and Skills Legislation

Compliant with the requirement of Occupational Health and Safety Act No. 85 of 1993 and Skills Development Act No. 97 of 1998.

5. REQUIRED OPERATIONAL SECURITY OFFICER'S APPARATUS

Table 1

Security operational apparatus
Combat Uniform including Steel Toe Cap Safety Boots at the plants/ reservoirs (Allocate at least two (2) sets per annum)
Handheld Metal Detector per site
Rechargeable LED handheld torches with a minimum beam range of 1.75 metres.
Each Security Officer must be provided with one baton
Where armed security services are specified for a particular site, each Security Officer deployed in an armed post shall be provided with an appropriately licensed firearm and the required competency documentation in accordance with applicable legislation.
Handcuffs per site (minimum of 3)
Each Security Officer must be provided with one pepper spray
Occurrence Book per site
Exit and Entry Register Book
Vehicle Registers (LNW and Non LNW Vehicles)
Asset Control Register
Prohibited items (Firearm/dangerous weapon register)
One two-way radio per Security Officer.

All Security Officers must be provided with security pocketbooks
Security on-line patrol monitoring system
Electronic Card Reader: Vehicle Management System (VMS) at all sites.
Bullet proof vests for all armed security officers

6. PROCUREMENT PROCESS

The normal LNW process will be followed in line with the company's SCM policy and procedures with no deviations from the normal anticipated at this stage.

Validity of Tender	: 150 days (5 months)
Contract Period	: 60 Months
Date advert published	: 30 October 2026
Tender document available	: 30 October 2026
Closing date of Advert	**: 07 December 2026**
Compulsory Briefing Date	**: 23 November 2026@12h30**
Compulsory Briefing Address/Location	**: Ebenezer Water Treatment Works** **GPS Coordinates: 23.938413, 29.981945** **Old Smokey Building, George's Valley**

7. EVALUATION CRITERIA

Preferential Points System will be used to evaluate this bid in line with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), read together with the Preferential Procurement Regulations, 2022

Bidders will be evaluated based on the following stages:

Stage 1: Administrative Compliance

Stage 2: Mandatory Requirements

Stage 3: Functionality: Technical Evaluation

Stage 4: Preferential points system (Price and Specific Goals).

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

- Relevant specifications
- Value for money
- Capability to execute the contract.
- LNW SCM Policy
- PPPFA & associated regulations

8. STAGE 1. ADMINISTRATIVE COMPLIANCE

MINIMUM DOCUMENTS REQUIRED FOR THIS BID	SUBMITTED (YES /NO)
Complete SBD1	
Completed SBD 6.1 forms	
Valid SARS Tax PIN	
Company registration documents / CIPC (CK)	
Valid B-BBEE Certificate / Sworn Affidavit	

NB: All the above administrative documents MUST be submitted with the tender document

9. STAGE 2: MANDATORY

NO	DOCUMENTS REQUIRED	SUBMITTED(YES /NO)
a)	Attendance of compulsory briefing session	
b)	A valid company PSIRA registration certificate (valid at closing date and to be verified on-line during evaluation).	
c)	A valid PSIRA Letter of Good Standing issued to the company (valid at closing date).	
d)	Proof of registration on the Central Suppliers Database (CSD) report will be	

	verified online during evaluation.	
e)	All bid documents and the prescribed Pricing Schedules must be completed in full, in black ink where applicable. Bidders must complete the Pricing Schedules for all required sites in all four (4) regions. Failure to fully complete the required Pricing Schedules will render the bid non-responsive.	
f)	Valid Private Security Sector Provident Fund (PSSPF) Employer Registration Status Letter (valid at closing date)	
g)	Joint Venture (JV) bidders must submit a JV Agreement clearly indicating the lead partner and the percentage split of participation for each partner, totaling 100%.	
h)	Valid COIDA's Letter of Good standing issued by the Department of Labour.	
i)	Audited Annual Financial Statements for the preceding 2 financial years	
j)	Attach proof of Company or Shareholders Municipal Rates not older than three (3) months, or Signed lease agreement in the name of the company or a dated stamped letter from tribal authority.	
k)	Certified ID copies of the company directors not older than 6 months old.	
l)	Completed SBD 3.1 and 4 forms.	
m)	Letter of intent from either Professional Indemnity/Public Liability/ insurance Security Service Liability/ General Liability with a minimum of R20 million towards any loss of assets to the client.	
n)	The bidder must submit a valid authorisation letter issued by the South African Police Service (SAPS) Government Security Regulator (GSR), confirming that the bidder is authorised to provide security services at National Key Point sites. The authorisation letter must be valid as at the tender closing date.	
o)	Valid certified copies of Firearm Licenses to be deployed under this contract.	
p)	The bidder must submit a valid Central Firearms Registry (CFR) Accreditation Letter issued by SAPS confirming that the company is accredited as a juristic person to possess firearms for business purposes.	
q)	Valid SAPS Firearm competency certificates for responsible person – all accredited firearms in use. (If not owner the appointed person)	
r)	SABS approved safe or strong room for safekeeping firearms and ammunition. (SAPS letter or SABS certificate)	

NB:

- Failure to comply with any of the above listed requirements or fail to attach the required document(s) the tenderer/Bidder will lead into disqualification.
- The LNW reserves the right to verify any information provided by the bidder.
- The bidder(s) recommended for appointment in accordance with the disclosed evaluation and appointment conditions will be subjected to the required screening and profiling processes.
- The bidders must comply with all terms and condition including requirements as stipulated in the Tender Documents to be evaluated further.
- LNW is not compelled to accept the lowest or any bid.

10. STAGE 3: FUNCTIONALITY: TECHNICAL EVALUATION

Bidders must achieve a minimum score of 70 points out of 100 (70%) for functionality to qualify for Stage 4 – Evaluation on Price and Preference Points. A bidder who scores less than 70 points for functionality will not be considered for further evaluation.

Functionality Requirements

All bids duly lodged will be evaluated on functionality after qualifying Mandatory requirements. The evaluation criteria and weighting for measuring functionality are indicated below. **Criterion**	**Points**
A. Company Operational Experience	**35**
Successfully completed safeguarding of National Key Point sites for a contract period of one (1) year and above **(35 points)** 1. project equals 10 points. 2. projects equal 20 points 3. projects equal 30 points 4. projects and above equals 35 points.	

Attach a certified copy of the signed National Key Point (NKP) letter. This letter must be issued by the SAPS Government Security Regulator (GSR) and must clearly indicate the NKP registration number and the contract period. **NOTE:** • Only certified letters from SAPS (not client reference letters) will be accepted as proof of experience for National Key Point Projects. • One project shall mean one distinct contract awarded to the bidder for the provision of security services at one or more National Key Point sites. Multiple sites covered under the same contract shall be regarded as one project.	
B. Vehicle Capacity	**20**
Adequate resources and capacity **(20 points)** 1. No qualifying vehicle = 0 points 2. 1 vehicle = 5 points 3. 2 vehicles = 10 points 4. 3 vehicles = 15 points 5. 4 vehicles and above = 20 points **Note:** Attached proof of vehicle registration certificates in the company's or directors' names. Vehicles may be owned or leased, and where leased, a valid lease agreement must be provided. All vehicles must be roadworthy and insured.	
C. Proposed Key Personnel (Human Capital)	**30**

C1. PSIRA registered Control Security Officers/Security Supervisors (CSO). (15 points) Six (6) Security Supervisors required. Provide summary of CV with minimum 2 years working experience as a Security Supervisor at the NKP and attach Certified copies of the following; • Valid Grade A or B PSIRA Certificate • Competency Certificate • Handgun, shotgun and rifle • Valid Driver's licence 1. Two (2) CSOs CVs with all required above attachments = 5 2. Four (4) CSOs CVs with all required above attachments = 10 3. Six (6) or more CSOs CVs with all required above attachments = 15 **Note:** • The proposed Control Security Officers' CVs must be accompanied by all supporting documents stipulated under this criterion. Failure to provide the required supporting documents for a proposed individual will result in that individual not being considered for scoring. • Each CV must clearly indicate the company name, position held, duties performed, duration of employment, and contactable references. • All supporting documents referenced in the functionality criteria must be attached to the relevant CV. • Valid certified copies of qualifications must be attached.	

C2. Contingency and Emergency Response Plan – 15 points The plan will be evaluated against the following six elements: 1. Escalation procedures 2. Backup personnel and vehicles 3. Response times 4. Communication channels 5. Disaster recovery procedures 6. Coordination with SAPS and emergency services Scoring: • 15 points: All 6 elements adequately addressed. • 10 points: 5 of the 6 elements adequately addressed. • 5 points: 3–4 of the 6 elements adequately addressed. • 0 points: Fewer than 3 elements addressed or no plan submitted.	
D. Functional Capabilities	**15**
Capacity and Capability of the 24/7 Control Room for Online Monitoring, Communication and Backup Support – 15 Points The bidder must submit a detailed description of its 24/7 Control Room, supported by documentary evidence demonstrating the following five (5) elements: 1. 24/7 Control Room operation and continuous availability. 2. Communication equipment, including landline/base radio/two-way radio communication facilities. 3. Online monitoring and recording systems, including patrol-monitoring capability. 4. Backup support and response arrangements for incidents and emergencies. 5. Response protocols and communication procedures between the Control Room and deployed security personnel. Scoring:	

• 15 points: All 5 elements are demonstrated and supported by the required documentary evidence. • 10 points: 4 of the 5 elements are demonstrated and supported by the required documentary evidence. • 5 points: 2–3 of the 5 elements are demonstrated and supported by the required documentary evidence. • 0 points: Fewer than 2 elements are demonstrated, or no supporting submission is provided. **NB:** The bidder must submit a description of the Control Room facilities and supporting evidence demonstrating the communication equipment, monitoring and recording systems, backup support arrangements and response protocols. Only the information and documentary evidence submitted with the bid will be used for functionality scoring.	
Total Weight	**100**

N.B:

- All functionality criteria will be evaluated only against the objective scoring measures reflected in the evaluation table. No subjective scoring or additional criteria not disclosed in this specification shall be applied during evaluation.
- Documents submitted will be subjected to verification, confirmation, and state security vetting.
- JV Companies will be scored in line with their ownership share as per the JV agreement.

11. STAGE 4: PREFERENCE POINTS SYSTEM (PRICE AND SPECIFIC GOALS).

- Only the combined points achieved for Price and Specific Goals will be used to rank qualifying bidders for each region, subject to the Award Structure stipulated under Section 12.1.

Financial offer and Preference Points Allocation.

1) Score tender evaluation points for financial offer.
2) Confirm that tenderers are eligible for the Preference Points Allocation (As per the Preferential Procurement regulations 2022) claimed, and if so, score tender evaluation points.
3) Calculate total quotation evaluation points using estimated rates total and preference points.
4) Rank bidders offered from the highest points scorer of tender evaluation points to the lowest.
5) Recommend the bidders with the highest number of quotation evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on SBD 4 attached)

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

The 90/10 Preferential Point System will be used to evaluate the bid.

Table 2: Preference Points Allocation (As per the Preferential Procurement regulations 2022

#	Specific Goals	Means of verification	80/20 Points	90/10 Points
1	SMME (Small Medium Micro Enterprise)	CSD Report	5	2.5
2	Black women (100% Black women ownership in the company)	CSD Report	5	2.5
3	Black ownership (100% black ownership in the company)	CSD Report	5	2.5
4	Black Youth (Minimum of 1 shareholder Black youth ownership in the company)	CSD Report	5	2.5
Total Points			**20**	**10**

The points scored by the tenderer with respect to the level of Preference Points Allocation must be added to the points scored for price.

12. PRICE SCHEDULES FOR ALL REQUIRED SITES

a) The Security Officers' rates must be inclusive of all applicable costs required in terms of the PSIRA pricing structure.
b) 38 Special Revolvers, Norinco 9mm and 7.65 handguns shall not be utilised at LNW operational sites.
c) Firearm-related costs must be included in the quoted rates for Security Officers deployed at sites where armed security services are required.
d) Bidders must quote separate fixed rates for each year of the five-year contract period and must make provision in their tendered rates for anticipated annual PSIRA-related increases.
e) No price adjustment outside the rates tendered for the applicable contract year will be considered during the contract period, subject to the terms and conditions of the contract and applicable law.
f) Bidders must use the prescribed pricing spreadsheet and complete pricing for **all sites and all service requirements**.

12.1 AWARD STRUCTURE

- Lepelle Northern Water (LNW) intends to appoint service providers for the Mopani Region, Sekhukhune Region, Capricorn Region A and Capricorn Region B through a single tender process.
- Bidders must fully complete and submit the prescribed Pricing Schedules for all four (4) regions, namely Mopani Region, Sekhukhune Region, Capricorn Region A and Capricorn Region B. Pricing for all four regions is compulsory. Failure to submit complete pricing for any required region or site will render the bid non-responsive.
- Bidders will be evaluated through the prescribed evaluation stages. Only bidders who successfully meet the requirements of Administrative Compliance, Mandatory Requirements and Functionality will proceed to the final evaluation stage of Price and Specific Goals.
- At the final evaluation stage, qualifying bidders will be evaluated and ranked separately for each region based on the total points achieved for Price and Specific Goals, in accordance with the applicable preference point system.
- For the Mopani Region, the qualifying bidder achieving the highest total points for Price and Specific Goals will be recommended for appointment.
- For the Sekhukhune Region, the qualifying bidder achieving the highest total points for Price and Specific Goals will be recommended for appointment.
- The Capricorn Region will, for purposes of evaluation and award, be divided into two (2) clearly defined regions, namely Capricorn Region A and Capricorn Region B. The sites, quantities, security personnel, vehicles and associated service requirements applicable to each region will be clearly reflected in the respective Pricing Schedules.
- Capricorn Region A and Capricorn Region B will each be

evaluated separately on Price and Specific Goals.

- The qualifying bidder achieving the highest total points for Capricorn Region A will be recommended for appointment for Capricorn Region A.
- To ensure the appointment of two separate service providers for the Capricorn Region and to distribute operational risk, Capricorn Region B will be recommended to the highest-scoring qualifying bidder for Capricorn Region B, excluding the bidder recommended for Capricorn Region A.
- To promote competitiveness and distribute operational risk, a bidder will generally be limited to one region. However, where an insufficient number of responsive and qualifying bidders are available to make the required appointments, LNW reserves the right to award more than one region to the same bidder, subject to its approved procurement processes.
- This is a multiple-award tender and does not constitute a panel arrangement. Accordingly, no rotational allocation or call-off arrangement will apply after the award.
- Work Allocation and Pricing Schedule Clarification;
    - The quantities reflected in the Pricing Schedules are estimates provided for tender evaluation purposes and do not constitute a guarantee of workload, expenditure, revenue, security posts or deployment levels.
    - Appointment to a specific region does not guarantee any minimum percentage, volume, value or frequency of work.
    - Allocation of work shall be undertaken in accordance with the region awarded to the successful bidder, the awarded contract, the approved Service Level Agreement (SLA) and applicable governance requirements.
    - LNW reserves the right to increase, decrease, suspend, relocate or discontinue security services at any site based on operational requirements, risk assessments, budget availability and approved procurement processes.

SBD 3.1

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

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

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

OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.

N.B: Bidders must submit a complete Pricing Schedule for every required site within Mopani Region, Sekhukhune Region, Capricorn Region A and Capricorn Region B. Partial pricing will render the bid non-responsive.

YEAR 1 MOPANI REGION

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [Handgun, Rifle and Shotgun]
Table 2

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Mopani	Nandoni - Purification Plant	Yes	2	2	4		
	Nandoni – Raw Water Pump Station	No	1	2	3		
	Phalaborwa Water Treatment Works	Yes	4	4	8		
	Total Monthly Cost		**7**	**8**	**15**		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 3

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. Of SOs 18h00 –06h00	Total No. of Supervisors required per site	Unit Price per Security Supervisor (Vat incl.)	Monthly total cost per site (Vat incl.)
Mopani	Nandoni (Purification Plant)	Yes	1	1	2		
	Phalaborwa Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**2**	**2**	**4**		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 4

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat incl.)
	Phalaborwa Water Treatment works	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

YEAR 2 MOPANI REGION

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [Handgun, Rifle and Shotgun]

Table 5

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Mopani	Nandoni - Purification Plant	Yes	2	2	4		
	Nandoni – Raw Water Pump Station	No	1	2	3		
	Phalaborwa Water Treatment Works	Yes	4	4	8		
	Total Monthly Cost		**7**	**8**	**15**		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 6

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. Of SOs 18h00 –06h00	Total No. of Supervisors required per site	Unit Price per Security Supervisor (Vat incl.)	Monthly total cost per site (Vat incl.)
Mopani	Nandoni (Purification Plant)	Yes	1	1	2		
	Phalaborwa Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**2**	**2**	**4**		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 7

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat incl.)
	Phalaborwa Water Treatment works	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

YEAR 3 MOPANI REGION

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [Handgun, Rifle and Shotgun]

Table 8

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Mopani	Nandoni - Purification Plant	Yes	2	2	4		
	Nandoni – Raw Water Pump Station	No	1	2	3		
	Phalaborwa Water Treatment Works	Yes	4	4	8		
	Total Monthly Cost		**7**	**8**	**15**		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 9

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. Of SOs 18h00 –06h00	Total No. of Supervisors required per site	Unit Price per Security Supervisor (Vat incl.)	Monthly total cost per site (Vat incl.)
Mopani	Nandoni (Purification Plant)	Yes	1	1	2		
	Phalaborwa Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**2**	**2**	**4**		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 10

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat incl.)
	Phalaborwa Water Treatment works	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

YEAR 4 MOPANI REGION

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [Handgun, Rifle and Shotgun]

Table 11

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Mopani	Nandoni - Purification Plant	Yes	2	2	4		
	Nandoni – Raw Water Pump Station	No	1	2	3		
	Phalaborwa Water Treatment Works	Yes	4	4	8		
	Total Monthly Cost		**7**	**8**	**15**		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 12

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. Of SOs 18h00 –06h00	Total No. of Supervisors required per site	Unit Price per Security Supervisor (Vat incl.)	Monthly total cost per site (Vat incl.)
Mopani	Nandoni (Purification Plant)	Yes	1	1	2		
	Phalaborwa Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**2**	**2**	**4**		

YEAR 5 MOPANI REGION

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [Handgun, Rifle and Shotgun]

Table 13

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Mopani	Nandoni - Purification Plant	Yes	2	2	4		
	Nandoni – Raw Water Pump Station	No	1	2	3		
	Phalaborwa Water Treatment Works	Yes	4	4	8		
	Total Monthly Cost		**7**	**8**	**15**		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 14

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. Of SOs 18h00 –06h00	Total No. of Supervisors required per site	Unit Price per Security Supervisor (Vat incl.)	Monthly total cost per site (Vat incl.)
Mopani	Nandoni (Purification Plant)	Yes	1	1	2		
	Phalaborwa Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**2**	**2**	**4**		

MOPANI REGION: COST SUMMARY YEAR 1, 2,3,4 and 5

Table 15

Total Cost for Year 1 (Vat inclusive)	R
Total Cost for Year 2 (Vat inclusive)	R
Total Cost for Year 3 (Vat inclusive)	R
Total Cost for Year 4 (Vat inclusive)	R
Total Cost for Year 5 (Vat inclusive)	R
Grand Total 60 months VAT inclusive	**R**

YEAR 1 - SEKHUKHUNE REGION

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]

Table 16

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	Yes	3	3	6		
Total Monthly Cost			**3**	**3**	**6**		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7)

Table 17

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	Yes	1	1	2		
Total Monthly Cost			1	1	2		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 18

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

YEAR 2 - SEKHUKHUNE REGION

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]

Table 19

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	Yes	3	3	6		
Total Monthly Cost			**3**	**3**	**6**		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7)

Table 20

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	Yes	1	1	2		
Total Monthly Cost			1	1	2		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 21

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

LEPELLE NORTHERN WATER
Water is our passion

YEAR 3 - SEKHUKHUNE REGION

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]

Table 22

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	Yes	3	3	6		
Total Monthly Cost			**3**	**3**	**6**		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7)

Table 23

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	Yes	1	1	2		
Total Monthly Cost			1	1	2		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 24

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

YEAR 4 - SEKHUKHUNE REGION

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]

Table 25

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	Yes	3	3	6		
Total Monthly Cost			**3**	**3**	**6**		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7)

Table 26

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	Yes	1	1	2		
Total Monthly Cost			1	1	2		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 27

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

LEPELLE NORTHERN WATER
Water is our passion

YEAR 5 - SEKHUKHUNE REGION

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]

Table 28

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	Yes	3	3	6		
Total Monthly Cost			**3**	**3**	**6**		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7)

Table 29

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	Yes	1	1	2		
Total Monthly Cost			1	1	2		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 30

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat incl.)
Sekhukhune	Flag Boshielo Scheme	06:00 to 18:00, and 18:00 to 06:00	**1**		
Total Monthly Cost		**-**	**1**		

SEKHUKHUNE - REGION: COST SUMMARY YEAR 1, 2, 3, 4, &5

Table 31

Total Cost for Year 1 (Vat inclusive)	R
Total Cost for Year 2 (Vat inclusive)	R
Total Cost for Year 3 (Vat inclusive)	R
Total Cost for Year 4 (Vat inclusive)	R
Total Cost for Year 5 (Vat inclusive)	R
Grand Total 60 months VAT inclusive	**R**

YEAR 1 – CAPRICORN REGION A

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]

Table 32

Region	Site		Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn A	Olifantspoort Water Treatment Works		Yes	4	4	8		
	Stocks reservoirs		No	2	2	4		
	Specon reservoirs		No	2	2	4		
Total Monthly Cost				8	8	16		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 33

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn A	Olifantspoort Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**1**	**1**	**2**		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 34

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat inc.)
	Olifantspoort Water Treatment Works	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

YEAR 2 – CAPRICORN REGION A

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]

Table 35

Region	Site		Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn A	Olifantspoort Water Treatment Works		Yes	4	4	8		
	Stocks reservoirs		No	2	2	4		
	Specon reservoirs		No	2	2	4		
Total Monthly Cost				8	8	16		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 36

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn A	Olifantspoort Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**1**	**1**	**2**		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 37

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat inc.)
Capricorn A	Olifantspoort Water Treatment Works	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

YEAR 3 – CAPRICORN REGION A

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]

Table 38

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn A	Olifantspoort Water Treatment Works	Yes	4	4	8		
	Stocks reservoirs	No	2	2	4		
	Specon reservoirs	No	2	2	4		
Total Monthly Cost			8	8	16		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 39

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn A	Olifantspoort Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**1**	**1**	**2**		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 40

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat inc.)
Capricorn A	Olifantspoort Water Treatment Works	06:00 to 18:00, and 18:00 to 06:00	**1**		
Total Monthly Cost		**-**	**1**		

YEAR 4 – CAPRICORN REGION A

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]

Table 41

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn A	Olifantspoort Water Treatment Works	Yes	4	4	8		
	Stocks reservoirs	No	2	2	4		
	Specon reservoirs	No	2	2	4		
Total Monthly Cost			**8**	**8**	**16**		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 42

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn A	Olifantspoort Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**1**	**1**	**2**		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 43

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat inc.)
Capricorn A	Olifantspoort Water Treatment Works	06:00 to 18:00, and 18:00 to 06:00	**1**		
Total Monthly Cost		**-**	**1**		

YEAR 5 – CAPRICORN REGION A

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]

Table 44

Region	Site		Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn A	Olifantspoort Water Treatment Works		Yes	4	4	8		
	Stocks reservoirs		No	2	2	4		
	Specon reservoirs		No	2	2	4		
Total Monthly Cost				**8**	**8**	**16**		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 45

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn A	Olifantspoort Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**1**	**1**	**2**		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 46

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat inc.)
Capricorn A	Olifantspoort Water Treatment Works	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

CAPRICORN REGION A: COST SUMMARY YEAR 1, 2,3,4 and 5

Table 47

Total Cost for Year 1 (Vat inclusive)	R
Total Cost for Year 2 (Vat inclusive)	R
Total Cost for Year 3 (Vat inclusive)	R
Total Cost for Year 4 (Vat inclusive)	R
Total Cost for Year 5 (Vat inclusive)	R
Grand Total 60 months VAT inclusive	**R**

YEAR 1 – CAPRICORN REGION B

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]

Table 48

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn B	Olifantspoort Pump Station 2	Yes	3	3	6		
	Olifantspoort Pump Station 3	Yes	3	3	6		
	Ebenezer Water Treatment Works	Yes	4	4	8		
Total Monthly Cost			10	10	20		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 49

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn B	Olifantspoort Pump Station 2	Yes	1	1	2		
	Ebenezer Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**2**	**2**	**4**		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)
Table 50

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat inc.)
Capricorn B	Ebenezer Water Treatment Works	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

YEAR 2 – CAPRICORN REGION B

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]

Table 51

Region	Site		Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn B	Olifantspoort Pump Station 2		Yes	3	3	6		
	Olifantspoort Pump Station 3		Yes	3	3	6		
	Ebenezer Water Treatment Works		Yes	4	4	8		
Total Monthly Cost				10	10	20		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 52

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn B	Olifantspoort Pump Station 2	Yes	1	1	2		
	Ebenezer Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**2**	**2**	**4**		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 53

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat inc.)
Capricorn B	Ebenezer Water Treatment Works	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

YEAR 3 – CAPRICORN REGION B

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]

Table 54

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn B	Olifantspoort Pump Station 2	Yes	3	3	6		
	Olifantspoort Pump Station 3	Yes	3	3	6		
	Ebenezer Water Treatment Works	Yes	4	4	8		
Total Monthly Cost			10	10	20		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 55

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn B	Olifantspoort Pump Station 2	Yes	1	1	2		
	Ebenezer Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**2**	**2**	**4**		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 56

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat inc.)
Capricorn B	Ebenezer Water Treatment Works	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

YEAR 4 – CAPRICORN REGION B

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]
Table 57

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn B	Olifantspoort Pump Station 2	Yes	3	3	6		
	Olifantspoort Pump Station 3	Yes	3	3	6		
	Ebenezer Water Treatment Works	Yes	4	4	8		
Total Monthly Cost			10	10	20		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 58

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn B	Olifantspoort Pump Station 2	Yes	1	1	2		
	Ebenezer Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**2**	**2**	**4**		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 59

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat inc.)
Capricorn B	Ebenezer Water Treatment Works	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

YEAR 5 – CAPRICORN REGION B

Number of Security Officers (SO) required (GRADE C) with Fire-arm Competency on [handgun, Rifle, and shotgun]

Table 60

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of SOs required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn B	Olifantspoort Pump Station 2	Yes	3	3	6		
	Olifantspoort Pump Station 3	Yes	3	3	6		
	Ebenezer Water Treatment Works	Yes	4	4	8		
Total Monthly Cost			10	10	20		

Number of Control Security Officers/ supervisors (Grade A or B-Supervisor), to also monitor installed CCTV cameras on-site 24/7.

Table 61

Region	Site	Firearms required Yes/No	No. of SOs 06h00 – 18h00	No. of SOs 18h00 – 06h00	Total No. of Supervisors required per site	Unit Price per SO (Vat incl.)	Monthly total cost per site (Vat incl.)
Capricorn B	Olifantspoort Pump Station 2	Yes	1	1	2		
	Ebenezer Water Treatment Works	Yes	1	1	2		
Total Monthly Cost			**2**	**2**	**4**		

Security Patrol Vehicle (Company branded vehicle fitted with digital radio/base radio and spotlights)

Table 62

Region	Site	Operational time	Total No. of Vehicles required per site	Unit Price per vehicle (Vat incl.)	Monthly total cost per site (Vat inc.)
Capricorn B	Ebenezer Water Treatment Works	06:00 to 18:00, and 18:00 to 06:00	1		
Total Monthly Cost		**-**	**1**		

CAPRICORN- REGION B: COST SUMMARY YEAR 1, 2,3,4 and 5

Table 63

Total Cost for Year 1 (Vat inclusive)	R
Total Cost for Year 2 (Vat inclusive)	R
Total Cost for Year 3 (Vat inclusive)	R
Total Cost for Year 4 (Vat inclusive)	R
Total Cost for Year 5 (Vat inclusive)	R
Grand Total 60 months VAT inclusive	**R**

20 CONTRACT CONDITIONS

20.1 Confidentiality and Media

- All information recorded in LNW registers is strictly confidential and shall not be shared with any third party without the prior written knowledge and approval of LNW.
- The Service Provider and its employees are strictly prohibited from furnishing any information concerning LNW's activities to the public or news media.
- Upon appointment, the Service Provider must sign a Declaration of Confidentiality or Oath of Secrecy regarding any LNW and/or concession client information handled during the contract.

20.2 Scope Variation and Liability

- LNW may, subject to the applicable contractual and procurement requirements, increase or decrease the number of security posts in response to operational requirements. Any material change in scope, quantities or contract value shall be dealt with in accordance with the applicable contract variation and procurement approval procedures.
- LNW reserves the right to recover financial losses from the Service Provider for any losses incurred due to the Service Provider's negligent actions or non-compliance. Furthermore, any incident or contravention that compromises the corporate image of LNW will be treated as a serious breach.
- Should any services within the scope of this tender be carried out by an unqualified person (as per the specified requirements), it will constitute a breach of contract, and LNW shall impose the applicable penalties.

20.3 Personnel and Labour Requirements

- The Service Provider must be a South African registered and controlled entity. All deployed security officers must be South African citizens in possession of valid South African identity documents or smart cards.

- The appointment of existing Security Officers from a previous Service Provider must be discussed with and approved by the LNW Security Unit beforehand.
- The Service Provider must pay its employees at least the minimum monthly basic wage and all relevant benefits as prescribed by the National Bargaining Council for the Private Security Sector: Main Collective Agreement for the relevant area. LNW reserves the right to monitor the supplier's ethical performance through random audits, inspections, and employee interviews throughout the contract period.
- The Service Provider must manage labour relations speedily and amicably to avoid strikes or labour unrest that may negatively impact LNW's business continuity.

20.4 Vetting and Training

- The Service Provider must provide proof of fingerprint clearance/criminal record verification results for all employees deployed to LNW sites. These results must be submitted to the Project Manager within three (3) months of project commencement.
- All deployed security personnel must be trained according to legislative requirements (PSIRA, National Key Point, and the Firearms Control Act). Personnel must undergo continuous and refresher training in line with NKP and Firearms Control Act requirements.
- All Security Officers deployed at National Key Point sites must hold a valid First Aid Course certificate.

20.5 Equipment, Uniforms, and Vehicles

- The Service Provider must provide all deployed Security Officers and Supervisors with the necessary security apparatus and logistics (Refer to Table 1).
- 100% of officers on site must wear full company-branded uniforms at all times. Where applicable, armed officers must always carry a licensed firearm and valid competency certificate.
- Each site must be equipped with a functional radio system.

- All security patrol vehicles must be company-branded, fitted with a digital/base radio, and equipped with spotlights.

20.6 Security Control Room Verification

- During the project implementation stage, LNW will verify the Service Provider's Control Room. Bidders must disclose their Control Room address to the Project Manager. Verification will cover: landline phones, base/two-way radios, patrol monitoring systems, security registers (e.g., OB/Firearms), Control Room Operators, and panic button receivers linked to operational sites.

20.7 NKP and Statutory Compliance

- The Service Provider must participate in the annual NKP Provincial and National Shoot programs (subject to LNW's approval) and attend statutory meetings such as the Security Officers Liaison Forum (SOLF) organized by the SAPS Government Security Regulator.

20.8 Mandatory Document Submissions

- The Service Provider shall be required to submit copies of the following documentation to LNW:
    - Proof of submission of WAG 1 forms to the SAPS Provincial NKP Offices.
    - Proof of Regulation 21 refresher training as per the Firearms Control Act 60 of 2000.
    - Valid SAPS Firearm Competency Certificates for all security officers.
    - Training certificates indicating the firearms qualified in for the relevant unit standards (preferably SASSETA or PFTC certificates).
    - A formal list, on company letterhead, of all firearms deployed on site.
    - Valid licenses for all firearms deployed on site.
    - A Firearm Control Register as per the Firearms Control Act 60 of 2000.
    - Valid PSIRA certificates for all deployed security officers.

20.9 Exit and Transition Management

- The successful bidder shall participate in a structured handover and takeover process, including asset verification, transfer of registers, key inventories, security records, and operational briefings. No disruption of security services shall be permitted during the transition period.

20.10 Monitoring, Evaluation and Contract Administration

- LNW shall monitor and evaluate the performance of the appointed service providers throughout the contract period. Monitoring shall be undertaken by the designated Regional Security Coordinators under the oversight of the Chief Security Officer and Project Manager.

- Performance monitoring shall include, where applicable, site inspections, verification of security personnel deployed, duty rosters, occurrence books, incident reports, patrol-monitoring reports, Control Room records, monthly performance reports and compliance with contractual service levels.

- Records of performance monitoring, non-compliance, corrective actions, penalties, meetings and other contract-administration activities shall be properly maintained to provide a complete and auditable record of contract performance.

21 PENALTY CLAUSE

ITEM	RESPONSIBILITY	OFFENCE 1	OFFENCE2
Late posting per officer by less than 30 minutes	Service provider	R100	R300
Late posting per officer 60 minutes	Service provider	R250	R500
Short postings because of strike action by security personnel	Service provider	Deal with in terms of main contract	Terminate contract

ITEM	RESPONSIBILITY	OFFENCE 1	OFFENCE2
Security officers embark on a go-slow strike	Service provider	Remove from site	Terminate contract
Post desertion	Service provider	R500	R 750
Failure to perform/ negligent in performing duties as per job description	Service provider	R1000	Remove from LNW site (permanently)
Posting an officer who has been removed from site	Service provider	R1000 and issue warning to service provider	Handle the issue according to conditions of previous warning issued to service provider
Deploying an officer who has not submitted criminal check results	Service provider	R500 and remove from site immediately	R1000 Notice of breach
Deploying a security supervisor without PSIRA Grade B or A (valid)	Service provider	R500 and remove from site immediately	R1000 Notice of breach
Deploying a security officer without PSIRA Grade C (valid)	Service provider	R500 and remove from site immediately	R1000 Notice of breach
Failure to perform supervisory duties as required by contract and SLA	Service provider	R350 per shift not done	R400 per shift not done
Lack of communication with control room/ Management office/ Failure to follow up on reported issues	Service provider	Written request to improve	Issue warning (written) to service provider
No two-way radio or two-way radio available but cannot be used	Service provider	R100 per radio	
No PSIRA or company Identity card	Service provider	R100 per officer per day	

ITEM	RESPONSIBILITY	OFFENCE 1	OFFENCE2
Sleeping on duty	Service provider	Remove from site permanently.	
Refusal to follow lawful instructions	Service provider	Remove from site permanently.	
Under the influence of alcohol or intoxicating substance	Service provider	Remove from site permanently and R500	
Failure to provide investigation report of incidents within 2 working days	Service provider	R500 per incident	
Failure to report the incident immediately	Service provider	R200 per incident	
Failure to remunerate deployed security officers in accordance with the prescribed statutory and Bargaining Council minimum wage rates.	Service Provider	Notice of breach	Termination
Not providing an investigation report at all after 7 days	Service provider	R1000 per incident	Issue notice of breach

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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2 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Small, Medium Macro Enterprises (SMME)	2.5	5		
2.Black women (100% Black women ownership in the company)	2.5	5		
3.Black ownership (100% black ownership in the company)	2.5	5		
4.Black Youth (Minimum of one shareholder black youth ownership in the company)	2.5	5		
Total	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company

☐ State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

APPOI
INFRASTRUC **(5)**

LEPELLE NORTHERN WATER
Water is our passion

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

LEPELLE NORTHERN WATER
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GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

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.

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LEPELLE NORTHERN WATER
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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 any thing 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

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 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 fulfillment 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 contracts 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 canceling 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 and in such manner as it 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 anti-dumping 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 willful 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 is 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.