



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID (RFB)

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

DOCUMENT NUMBER:	RFB 09 2024
RFB ISSUE DATE:	27 February 2025
Non-Compulsory Virtual Briefing Session	11 March 2025 at 10h00am
Closing Date for written Question	14 March 2025
Publishing of Answers in Departmental Website	19 March 2025
RFB Closing Date and Time:	28 March 2025 at 11h00am.
RFB VALIDITY PERIOD:	90 Days
DESCRIPTION:	Appointment of a service provider for provision of Cash-In-Transit services for various offices of Department of Justice and Constitutional Development (DOJ&CD) as well as office of the Chief Justice (OCJ) for a period of thirty-six months.
PERIOD:	Three years
RESPONSES TO THIS RFB MUST BE FORWARDED TO:	BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, (DOJ&CD) PRETORIA CENTRAL
ENQUIRIES:	E-Mail Address: SCM@justice.gov.za

MR Batoy 26/02/2025

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ANNEX A: INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the: Appointment of a service provider for provision of Cash-In-Transit services for various offices of Department of Justice and Constitutional Development (DOJ&CD) as well as office of the Chief Justice (OCJ) for a period of thirty-six months.

1.2. BACKGROUND

The Department of Justice and Constitutional Development (DOJ&CD) and Office of the Chief Justice (OCJ) handles cash transactions and Sight Value forms on a daily basis from Monday to Friday. These transactions involve the collection and disbursement of funds related to maintenance, bail, witness fees, fines, and other payments at courts and service points across the country. There are 596 service points across South Africa, distributed throughout all nine provinces, which require Cash-In-Transit (CIT) services for the management of petty cash and departmental deposits.

These service points are located in both rural and metropolitan areas, some of which are categorized as high-risk due to security concerns. Given the substantial risks involved in managing cash, including theft, hijackings, and armed robberies, the Department requires a reliable and secure CIT service. This service will ensure the safe withdrawal and banking of cash and Sight Value forms for all identified service points, safeguarding both departmental staff and public funds.

2. SCOPE OF BID

2.1. SCOPE OF WORK

The service provider shall deliver secured cash-In-Transit (CIT) services “on-demand” basis, as requested by the Department. There will be no fixed schedule, allowing the Department to request CIT services at any time, ensuring flexibility in both the timing and frequency of cash/Sight Value Forms transfers. These services will include the secure transportation of cash/Sight Value Forms between the Department's premises or service points and the nearest authorized financial institutions, as well as inter-site transfers between various Departmental locations.

The CIT services required by the Department are categorized into two primary functions:

Service 1: cash/Sight Value Forms Withdrawals – Facilitating secure cash/Sight Value Forms withdrawals from financial institutions.

Service 2: Banking – Ensuring safe and timely deposits of cash at designated financial institutions.

The service provider must be equipped to accommodate these on-demand requests, providing reliable, secure transportation of cash/Sight Value Forms in alignment with the Department's operational needs.

The service provider is required to establish a central email for receiving all instructions related to these services. Furthermore, the service provider must comply with the normal protocols agreed upon with the relevant financial institutions

Service providers are authorized to perform Service 1 and Service 2 at any of the designated financial institutions specified by the Department, whether at a branch, cash centre, or bulk teller. Currently, these services are limited to ABSA, FNB, Nedbank, and Standard Bank.

1) SERVICE 1: CASH/SIGHT VALUE FORMS WITHDRAWALS

The service provider shall perform Cash/Sight Value Forms withdrawal services “on- demand” for each departmental site or premise, as outlined in the Service List. These services will cover daily, weekly, and monthly withdrawals from Monday to Friday, involving the transfer of cash/Sight Value Forms from the designated financial institution(s) to the relevant Departmental site or premise. The withdrawals will be carried out on behalf of the Department by the designated Departmental Manager or authorized representative at each location.

Additionally, the service provider will facilitate the secure collection and delivery of cash/Sight Value Forms between departmental service points, ensuring safe and efficient inter-site transfers within the Department.

The service provider is required provide the departmental site or premise with a central email for sending all instructions. The normal protocols as agreed upon with the banks must be complied with.

(a) Vote Withdrawals

Upon receiving an instruction from the departmental site/premise representative via electronic mail, the service provider shall collect cash/Sight Value Forms from the financial institution, or transfer them

between departmental sites/premises as specified in the service list, within a maximum of 48 hours.

(b) Justice Administered Fund (MojaPay) withdrawals

Upon receiving an instruction from the departmental site/premise representative via electronic mail, the service provider shall collect cash/Sight Value Forms from the financial institution, or transfer them between departmental sites/premises as specified in the service list, within a maximum of 48 hours.

2) SERVICE 2: BANKING

The service provider shall perform cash/Sight Value Forms banking services "on-demand" basis for each departmental site or premise, as outlined in the Service List. These services will cover daily, weekly, and monthly banking from Monday to Friday, involving the transfer of cash/Sight Value Forms from the relevant Departmental site or premise to the designated financial institution(s). The banking will be carried out on behalf of the Department by the designated Departmental Manager or authorized representative at each location.

Additionally, the service provider will facilitate the secure collection and delivery of cash/Sight Value Forms between departmental service points, ensuring safe and efficient inter-site transfers within the Department.

The service provider is required to provide the departmental site or premise with a central email for sending all instructions. The normal protocols as agreed upon with the banks must be complied with.

(a) Vote Deposit

Upon receiving an instruction from the departmental site/premise representative via electronic mail, the service provider shall collect cash/Sight Value Forms from the relevant departmental site/premise, or transfer them between departmental sites/premises as specified in the service list, within a maximum of 48 hours.

(b) Justice Administered Fund (MojaPay) Deposit

Upon receiving an instruction from the departmental site/premise representative via electronic mail, the service provider shall collect cash/Sight Value Forms from the relevant departmental site/premise, or transfer them between departmental sites/premises as specified in the service list, within a maximum of 48 hours.

3) VARIATION OF SCOPE

The Department reserves the right to request additional banking and/or withdrawal services for any premise or site, as specified by the Departmental Manager or authorized representative of the respective location.

The Department reserves the right to add or remove premises/sites. Prior approval for such services must be obtained from the National Office: Pretoria (CD: Risk and Security Management).

4) EMERGENCY SERVICES

The Department reserves the right to request emergency services when necessary. In the event of an emergency, the Service Provider must be able to deliver the required services within 4 hours of the request from the respective departmental premise or site. Prior approval for such services must be obtained from the relevant Provincial Security Manager via email or telephonic communication. The service Provider is required to provide the Department with the dedicated emergency email or telephone line/number.

5) DELIVERABLES

To transport cash/Sight Value Forms from the authorized financial institution(s) to the designated premise or site as outlined in the site list, within the specified timeframe. Additionally, to transport cash/Sight Value Forms from the designated premise or site to the authorized financial institution(s), and/or facilitate inter-site transfers between departmental locations, all within the prescribed timeframe.

2.2. DELIVERY ADDRESS

The physical address for delivery of hardcopy tender documents is:

Department of Justice and Constitutional Development

Momentum Building

Tender box

1st Floor

329 Pretorius Street

Pretoria

0001

3. BID EVALUATION STAGES

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

Stage	Description	Applicable for this bid YES/NO
Stage1	Administrative pre-qualification verification	YES
Stage 2	Technical Mandatory requirement evaluation	YES
Stage 3	Technical Functionality requirement evaluation	YES
Stage 4	Special Conditions of Contract verification	YES
Stage 5	Price / Specific goals evaluation	YES

ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION

4. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

4.1. ADMINISTRATIVE PRE-QUALIFICATION

- 1) The bidder must comply with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.
- 2) If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if the Department is unable to verify whether the pre-qualification requirements are met, then Department reserves the right to:
 - (a) Reject the bid and not evaluate it, or
 - (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.
- 3) Submission of bid response: The bidder has submitted a bid response documentation pack:
 - (a) that was delivered at the correct physical address and within the stipulated date and time as specified in the "Invitation to Bid" cover page, and;
 - (b) in the correct format as one original document, one copy and one copy on memory stick / USB

4.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

DOCUMENTATION TO BE FULLY COMPLETED AND SUBMITTED BY THE BIDDER		
INVITATION TO BID – SBD 1	YES	Fully complete and sign the supplied pro forma document.
PRICING SCHEDULE SBD 3.2 PRICING SCHEDULE ANNEXURE B	YES	Fully complete and sign the supplied pro forma document
DECLARATION OF INTEREST – SBD 4	YES	Fully complete and sign the supplied pro forma document.

DOCUMENTATION TO BE FULLY COMPLETED AND SUBMITTED BY THE BIDDER		
PREFERENTIAL PROCUREMENT PREFERENCE POINTS – SBD 6.1	YES	Fully complete and sign the supplied pro forma document.
REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)	YES	<p>The bidder must be registered on Central Supplier Database (CSD).</p> <p>If you are not registered proceed to complete the registration of your company prior to submitting your Bid.</p> <p>Must submit CSD MAAA number.</p>
GOOD STANDING ON TAX AFFAIRS	YES	The bidder must be in good standing with SARS in respect of any legislative tax commitments and must provide together with the bid response a SARS Pin Number for verification purposes.
AUTHORIZED SIGNATORY OF COMPANY/OR CLOSE COPORATION	YES	The bidder must have a Company and/or Close Corporation resolution authorising a delegated person to sign the bid documents.

ANNEX A.2: TECHNICAL MANDATORY REQUIREMENTS

5. TECHNICAL MANDATORY

5.1. INSTRUCTION AND EVALUATION CRITERIA

- 1) The bidder must comply with ALL the requirements by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as "NOT COMPLY".
- 2) The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, the Department reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".
- 3) The bidder must complete the declaration of compliance as per section 1.5.3 below by marking with an "X" either "COMPLY", or "NOT COMPLY" with ALL of the technical mandatory requirements, failing which it will be regarded as "NOT COMPLY".
- 4) The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.
- 5) No URL references or links will be accepted as evidence.

5.2. TECHNICAL MANDATORY REQUIREMENTS

No.	TECHNICAL MANDATORY REQUIREMENTS (used to evaluate bid)	COMPULSORY
1	PSIRA Certification: The bidder must attach a certified copy of valid Private Security Industry Regulatory Authority (PSIRA) certificate.	Yes
2	Letter of Good Standing from PSIRA: A certified copy of valid Letter of Good Standing from PSIRA must be attached for the service provider and any appointed subcontractors.	Yes
3	Registration of Directors/Members: All directors of the company or members of the close corporation must be registered in accordance with Chapter 3, Section 20(2) of the Private Security Industry Regulation Act, Act 56 of 2001. Attach certified copies of PSIRA certificates and certified copies of identity documents for all directors or members.	Yes

No.	TECHNICAL MANDATORY REQUIREMENTS (used to evaluate bid)	COMPULSORY
4	<p>Armoured Vehicles:</p> <p>The bidder must have armoured vehicles suitable for transporting cash or Sight Value Forms. Attach certified copies of valid license registrations as proof.</p>	Yes
5	<p>Firearm Licenses:</p> <p>Attach certified copies of valid firearm licenses registered in the name of the company/close corporation for all firearms required for rendering the service.</p>	Yes
6	<p>Cross-Pavement Carriers:</p> <p>The Bidder must possess cross-pavement carriers, including smoke and dye boxes. An asset register must be attached as proof.</p>	Yes
7	<p>Unemployment Insurance Fund (UIF) Registration:</p> <p>Attach a valid Unemployment Insurance Fund (UIF) registration certificate.</p>	Yes
8	<p>Letter of Good Standing from Workman's Compensation Commissioner:</p> <p>Attach a valid Letter of Good Standing from the Workman's Compensation Commissioner.</p>	Yes

5.3. DECLARATION OF COMPLIANCE

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

ANNEX A.3: TECHNICAL FUNCTIONAL MANDATORY REQUIREMENTS

6. TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS

6.1. INSTRUCTION AND EVALUATION CRITERIA

- 1) The bidder must complete in full all of the TECHNICAL FUNCTIONALITY requirements.
- 2) Where necessary, the bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation. The Department reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".
- 3) Evaluation is per requirement. The evaluation (scoring) of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each TECHNICAL FUNCTIONALITY MANDATORY requirement will be evaluated using a rating –as indicated per functionality requirement.
- 4) A panel representing the Department will evaluate the proposals received according to a set of evaluation criteria. In respect to the evaluation matrix, the prospective service bidders will be rated from 0 to 5 in that:

6.2. EVALUATION CRITERIA

Score	Meaning	Explanation
0	No evidence Non-responsive	Does not comply, no evidence / no reference / no information / no inputs.
1	Very poor	Information provided does not meet the technical requirements.
2	Poor Inadequate	Not satisfactory. Information and/or evidence provided is not enough to clearly substantiate the bidder's capabilities and/or experience in that service category.
3	Satisfactory Average	Satisfactory. The bidder displays a fair understanding of the service requirements and the Information and/or evidence provided is enough to display their capabilities and/or experience to deliver the service.
4	Good	Fully meets the specification requirement. The bidder displays a good (above average) understanding of the service requirements and the

	Fully meet requirement	Information and/or evidence provided is enough to clearly substantiate their capabilities and/or experience to deliver the service.
5	Exceed requirements Very good / Best practice	Exceeds the specification requirement. The bidder displays an excellent understanding of the service requirements and the Information and/or evidence provided clearly proves that the bidder is without a doubt capable of delivering the service.

- 5) Bidders must comply with this section as they form the basis for scoring a bidder's proposal. For a bidder to qualify to be evaluated for functionality, a bidder must not have been disqualified on compliance with any prequalifying conditions or mandatory requirements preceding this phase of the evaluation.
- 6) In order to ensure meaningful participation and effective comparison, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.
- 7) Bidders that score less than **60** out of **100** points in respect of functionality compliance will be regarded as non-responsive and will not be evaluated further.
- 8) The following items will be evaluated and scored. Bidders must substantiate each aspect of their response. Bidders must clearly reference their substantiation in their bid response in specific terms (e.g. Reference to schedule, section and page number of their bid response, etc.).
- 9) Weighting of requirements: The full scope of requirements will be determined by the following weights:

No.	Criteria	Rating Matrix						Weight
		0	1	2	3	4	5	
1	Overall Bidder Experience							30
2	Roll-Out and Operational Plan							25
3	Contingency and Business Continuity Management							25
4	Financial Viability							20
	TOTAL							100

6.3. DETAILED TECHNICAL FUNCTIONAL EVALUATION CRITERIA

Below are the evaluation criteria to assess functionality / quality

No	FUNCTIONALITY MANDATORY REQUIREMENTS	SCORING MATRIX	WEIGHT
1.	<p>OVERALL BIDDER EXPERIENCE.</p> <p>The bidder is required to submit reference letters demonstrating sufficient experience and expertise in in the field of Cash-in-Transit within Government and the Private Sector as indicated in the specifications scope of work. These reference letters must not be older than ten years.</p> <p>These reference letters should include details of the Organisation in public or private sector, specify the contract value, and indicate the period during which the work was rendered. The letters must be on company official letterhead and contain the contact information of the person providing the reference.</p>	<p>RATING SCALE</p> <p>For 5 points: Bidder has provided 5 or more reference letters:</p> <p>For 4 points: Bidder has provided 4 reference letters:</p> <p>For 3 points: Bidder has provided 3 reference letters:</p> <p>For 2 points: Bidder has provided 2 reference letters:</p> <p>For 1 point: Bidder has provided 1 reference letter:</p> <p>For 0 points: Bidder provided no reference letter.</p>	30
2.	<p>ROLL-OUT AND OPERATIONAL PLAN</p> <p>The bidder is required to submit a detailed and comprehensive operational plan and its roll-out.</p> <p>The plan should be detailed and include a thorough description of how the service will be implemented. It should be aligned with security industry standards.</p>	<p>RATING SCALE</p> <p>For 5 points: The roll-out and operational plan is not only comprehensive and detailed but also exceeds industry expectations by incorporating innovative and technology driven solutions, and includes a thorough description of how the service will be implemented. It is aligned with security industry standards</p> <p>For 4 points: The roll-out and operational plan is comprehensive, detailed, and includes a thorough description of how the</p>	25

		<p>service will be implemented. It is aligned with security industry standards.</p> <p>For 3 points: The roll-out and operational plan is adequately detailed and clear. It is aligned with security industry standards.</p> <p>For 2 points: The roll-out and operational plan is underdeveloped, lacks key details, or is unclear in how the roll-out will occur.</p> <p>For 1 point: The plan is incomplete, lacking critical components, of roll out and operational plan.</p> <p>For 0 points: No roll-out or operational plan provided.</p>	
3.	<p>CONTINGENCY AND BUSSINESS CONTINUITY MANAGEMENT</p> <p>The bidder is required to submit a contingency and business continuity management plan in relation to armed robberies, high-jacking, vehicle breakdown, labour unrest, service delivery protests and other related risks.</p>	<p>RATING SCALE</p> <p>For 5 points: The response is not only comprehensive and detailed but also exceeds industry expectations by incorporating innovative solutions, and includes a thorough understanding of potential risks, with comprehensive and proactive contingency and business continuity plans for armed robberies, hijackings, vehicle breakdowns, labour unrest, service delivery protests and other related risks. The plans align fully with security industry standards and provide specific, actionable steps.</p> <p>For 4 points: The response demonstrates a thorough understanding of potential risks, with comprehensive and proactive contingency plans for armed robberies, hijackings, vehicle breakdowns, and labour unrest. The plans align fully with security industry standards and provide specific, actionable steps.</p> <p>For 3 points: The response demonstrates an understanding of potential risks and provides contingency plans for armed robberies, hijackings, vehicle breakdowns, and labour unrest. However, the plans are less detailed or lack comprehensive</p>	25

		<p>measures. the plans align with basic security industry standards.</p> <p>For 2 points: The response is incomplete, addressing some risks but with insufficient detail or inadequate planning for key risks. Contingency plans are vague or underdeveloped.</p> <p>For 1 point: The response is severely lacking in detail, with no clear contingency plans for critical risks.</p> <p>For 0 points: No contingency plans provided or plans are completely unfeasible.</p>	
4.	<p>FINANCIAL VIABILITY</p> <p>Financial capability and viability whether the bidder have access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims).</p> <p>Letter from the bank to confirm their cash flow and/or proof of bridging finance or overdraft facilities</p>	<p>RATING SCALE</p> <p>For 5 points: Letter from the bank confirms bidder has access to financial resources of a minimum of R4 million and above and exceptional capacity to deliver the goods or services.</p> <p>For 4 points: Letter from the bank confirms bidder has access to financial resources of a minimum of R3million and less than R4 million and good capacity to deliver the goods or services.</p> <p>For 3 points: Letter from the bank confirms bidder has access to financial resources of a minimum of R2 million and less than R3 million and satisfactory capacity to deliver the goods or services.</p> <p>For 2 points: Letter from the bank confirms bidder has limited access to financial resources of a minimum of R1 million and less than R2 million, which may be insufficient to deliver the goods or services.</p> <p>For 1 point: Letter from the bank confirms bidder has minimal of less than R1 million or no access to financial resources.</p> <p>For 0 points: No letter from the bank confirming cash flow or proof of bridging finance/overdraft facilities</p>	20

7. STANDARD REQUIREMENTS

The following requirements are applicable to the BID.

7.1. CONSUMABLES

In respect of Justice Administered Fund (MojaPay), the service provider is required to deliver consumables to the relevant financial institution.

- (a) Seals;
- (b) Envelopes;
- (c) Receipt books; (NB: All receipt books remains the property of the Department)
- (d) Bags (with serial numbers), and
- (e) Collection/Drop-off Registers.
- (f) Deposit and withdrawal slips. (NB: All Deposit and withdrawal slips remains the property of the Department)

7.2. ARMOURED VEHICLES

The appointed service provider(s) will ensure that armoured vehicles utilised for the provision of the cash-in-transit service are suitably identifiable to departmental and security officials at each departmental site. Unmarked vehicles will not be allowed on any Departmental sites. In this regard, kindly also refer to the Special Conditions of Contract.

7.3. SECURITY EQUIPMENT

The Service Provider is required to supply, maintain and operate for his/her own account security equipment, which includes but is not limited to the following:

- (a) Fire-arms with the relevant ammunition, holsters, magazines and that all licenses are registered in the name of the Service Provider as contemplated in the relevant act. (NB: no private fire-arms may be utilised), and
- (b) Smoke and dye boxes.

7.4. UNIFORM

- (a) The Service Provider undertakes to ensure that each member of his/her security personnel, will at all times when on duty, be in full uniform;
- (b) The uniform must be neat and clearly identifiable with the company logo. Uniform will include matching raincoats and overcoats, (provide brochure of company uniform). No other clothing, other than the prescribed uniform, will be allowed; and
- (c) Security Officers deployed on Departmental sites will at all times wear bullet-proof vests.

7.5. IDENTIFICATION CARDS

Employees of the Service Provider must carry an identification card and the following must appear (including but not limited to) thereon:

- (a) A pre-printed signature of the Service Provider's Managing Director. Only this signature will be valid (a specimen to be provided at the point of the award of the contract and in instances when this changes);
- (b) Pre-printed serial number. Cards with written numbers or no numbers are not acceptable;
- (c) Employee signature. He/she may be requested to provide a signature for comparison;
- (d) Employee photograph and card stamped / marked with Service Providers logo; and
- (e) Each card must bear the year of issue and will be valid for a period on twelve (12) months.

7.6. ELECTRONIC DIGITAL/MANUAL OCCURRENCE BOOK

- (a) The electronic digital /manual occurrence book to be maintained by the service provider.
- (b) All incidents reported must be automatically date/time stamped (non-editable) with a unique sequential (also automatic and non-editable) numbering system;
- (c) The person recording the incident must be automatically recorded against the incident;
- (d) Incidents must be captured in real-time with the minimum mandatory fields being the location, type of incident (categorised) and reporting person;
- (e) All the relevant particulars of the incident must be recorded;
- (f) Ideally, pre-defined questionnaires should be used to guide the person entering the details as to the information required for that particular type of incident;
- (g) The system should be fully networkable, allowing multiple users to have access to the information. Identified officials of the Department must be informed of specific incidents, which will be indicated, via Short Message Service (SMS) and e-mail;
- (h) Each user of the system shall have different levels of access, restricting who can view, edit, add, and print incidents. Analytical reports and any other sensitive information recorded in the system should also be restricted in a similar manner; and
- (i) The system should allow a user to quickly and easily find either a single or multiple incident with a minimum of the following selection criteria. Once retrieved, these incidents should be available for viewing/editing/ printing from/ to date and time range:
 - i. Per day/ week;
 - ii. Per month/quarter;
 - iii. Incident information management (category);

- iv. Date & Time;
 - v. Recording person and Reporting person;
 - vi. Description of incident e.g. late arrival/ No service/ service delivery protests *en route*/ strikes/ labour unrest/ attempted heist/ robbery/ tampered seals/ shortages/ loss of assets/ *force majeure*, etcetera)
 - vii. Provide for an electronic Incident Information management system;
 - viii. The Department should have access to the system with the ability to monitor incidents as they are reported and view/retrieve information as and when it occurs.
- (j) The Service Provider shall store the full/entire electronic/digital occurrence book entries for the period of the contract. Upon conclusion of the contract the Service Provider must hand the said registers to the Department.

NB: Under no circumstances may an entry in the electronic/digital/manual occurrence book be deleted.

- (k) The Electronic/Digital Occurrence Book must be implemented immediately on commencement of the contract.
- (l) The service provider must provide hard copies as well as soft copies of incidents to the Department as follows:
 - i. A Monthly report on all incidents reported and recorded per Region to the Chief Director: Risk and Security Management;
 - ii. A Monthly report on all incidents reported and recorded per Region, separated per cluster per province to the Provincial Security Manager;

7.7. ELECTRONIC RECEIPT OF BAGS:

The service provider has to ensure that all deliveries and collection of bags are recorded electronically by its staff.

The service provider must be able to print an electronic receipt at the premise/site at the time of delivery/collection and have the ability to send such receipt to a designated Departmental e-mail address within one (1) hour.

The service provider must be able to print an electronic receipt at the financial institution concerned (if required by such financial institution) and have the ability to send such receipt to a designated Departmental address within one (1) hour.

7.8. JUSTICE ADMINISTERED FUND (MOJAPAY):

The Department is utilizing the MojaPay system for the administration of Third-Party Funds (limited to Maintenance, Bail, Fines, debt collection, conveyancing and other court ordered payments), which excludes the management of Petty Cash and other Departmental deposits.

Cash management in terms of MojaPay moves away from the premise that a particular Departmental site is limited to a specific bank branch and/or cash centre.

Potentially, this has the effect that monies deposited or withdrawn by a Departmental premise/site can be dealt with by any cash centre or branch operated by any of the approved financial institutions (currently limited to ABSA, FNB, Nedbank and Standard Bank).

Service providers are authorized to perform Service 1 and Service 2 at any of the designated financial institutions specified by the Department, whether at a branch, cash centre, or bulk teller. Currently, these services are limited to ABSA, FNB, Nedbank, and Standard Bank

7.9. PRICING SCHEDULE

- (a) To be completed electronically as per format provided by the Department;
- (b) The price tendered must be inclusive of all costs (VAT, consumables, etcetera.);
- (c) Bidders prices must be fixed for the first year (12 months from date of award) and adjusted for the second and third year based on the approved increases promulgated by PSIRA and Sectoral Wage Determination;
- (d) The Department reserves the right to re-negotiate the price increase at the time of increase, based on information that will be available through the Government Gazette and/or union negotiations;
- (e) Bidders may complete pricing nationally or only for the province(s) that they would like to bid for.

7.10. PAYMENTS

- (a) Payment will be made within thirty (30) days following the receipt of the original, detailed, consolidated and undisputed invoice for confirmed services rendered.
- (b) If the Service Provider fails to comply with the contract conditions at any point, the Department reserves the right to adjust payment on a pro-rata basis for services not provided or consumables not supplied.

7.11. REPORTING AND MONITORING FRAMEWORK

The Department will continuously monitor the services provided to ensure compliance with the Conditions of Contract. The service provider must appoint an Area and/or Regional Manager to maintain daily contact with the Departmental Manager or Representative at each site/premise, to verify service quality and address any complaints, issues, bottlenecks, or requests related to service delivery.

Formal meetings between the Departmental Manager/Representative and the Service Provider will be held monthly. Minutes of these meetings must be documented by the Departmental Manager/Representative and forwarded to the respective Regional Office, addressed to the Provincial Security Manager.

If necessary, a formal meeting may be called with the Provincial Security Manager, including owners, members, or managing directors of the service provider, to address any deficiencies. The Department will notify the Service Provider(s) of the date, time, and venue. All attendance costs will be borne by the respective parties.

Additionally, a formal bi-monthly meeting, or more frequently if needed, will be held at the National Office in Pretoria, organized by the Chief Director: Risk & Security. The Department will inform the Service Provider(s) of the meeting details, and each party will cover its own attendance costs.

The service provider must submit monthly performance reports, reflecting the previous month's activities, to the Provincial Security Manager at the relevant Regional Office. These reports will also be provided by the Departmental Representative at each site/premise.

7.12. LOST CONSUMABLES / RESOURCES

Lost/abandoned consumables / resources of the Department that are found must be handed to the Departmental Manager/Representative and/or the relevant authorities, and recorded in the electronic/digital occurrence book.

7.13. LABOUR UNREST/ DISRUPTIONS AT THE SITE

When the service is interrupted or temporarily deferred because of labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the Service Provider, the parties must reach an agreement on the methods to ensure continuation of the service; and

When the service is interrupted due to labour unrest/ dispute by the security personnel of the Service Provider, the Department retains the right to source the services of another Cash-in-Transit Service Provider for the duration of the labour unrest or labour dispute, without prejudice to any rights that the Department may have.

7.14. PERMISSION TO USE DEPARTMENTAL PROPERTY

Permission is granted for the utilisation of the following Departmental property, free of charge:

- (a) Cash hall and/or identified area;
- (b) Parking (Where applicable); and
- (c) Toilet facilities

7.15. EMERGENCIES/CRISES/INCIDENT/PROBLEM

In the event of a Cash-in-Transit emergency, crisis, incident, or issue occurring at the respective premise/site or during transit, the Service Provider must deploy a reaction unit to help, at its own expense.

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

8. SPECIAL CONDITIONS OF CONTRACT

8.1. INSTRUCTIONS

- 1) The successful Bidder will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Bidder. However, the Department reserves the right to include or waive the condition in the signed contract.
- 2) The Department reserves the right to:
 - (a) Negotiate the conditions, or
 - (b) Automatically disqualify a bidder for not accepting these conditions.
- 3) In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, the Department will invoke the rights reserved in accordance with subsection 8.1(2) above.
- 4) The bidder must complete the declaration of acceptance as per section 8.3 below by marking with an "X" either "ACCEPTS ALL" or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.

8.2. SPECIAL CONDITIONS OF CONTRACT

1) CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with the Department.
- (b) **Right of Award.** The Department reserves the right to award the contract for required goods or services to multiple Suppliers. The Department reserves the right to award the Bid on a national basis or per province or a combination of the aforementioned. In this instance the Department may base such allocation on one or more of the following principles:
 - i. Based on the price stated nationally,
 - ii. Based on the price stated per province.
- (c) **Right to Audit.** The Department reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the

financial wherewithal or technical capability to provide the goods and services as required by this tender.

2) DELIVERY ADDRESS.

The supplier must deliver the required products or services at the physical locations as specified in the attached Annexure A Service List.

3) REGULATORY, QUALITY AND STANDARDS

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

4) PERSONNEL SECURITY CLEARANCE

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

(b) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.

(c) The Supplier must provide proof of security vetting on request by the department.

5) CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

(a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.

(b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:

(i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);

(ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;

(iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;

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

- (e) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

6) **INTELLECTUAL PROPERTY RIGHTS**

- (a) The Department retains all Intellectual Property Rights. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of the Department's Intellectual Property for the sole purpose of providing the Products or Services to the Department pursuant to this Contract; provided that the bidder must not be permitted to use the Department's Intellectual Property for the benefit of any entities other than the Department without the written consent of the Department, which consent may be withheld in The Department's sole and absolute discretion. Except as otherwise requested or approved by the Department, which approval is in the Department's sole and absolute discretion, the bidder must cease all use of the Department's Intellectual Property, at the earliest of:
 - (i) termination or expiration date of this Contract;
 - (ii) the date of completion of the Services; and
 - (iii) the date of rendering of the last of the Deliverables.
- (b) If so required by the Department, the bidder must certify in writing that it has either returned all Intellectual Property or destroyed or deleted all other Departmental Intellectual Property in its possession or under its control.
- (c) The Department, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (d) Except for the license granted in terms of this Contract, the bidder retains all Intellectual Property Rights in and to the bidder's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.

7) **SUPPLIER DUE DILIGENCE**

The Department reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

8) RIGHTS AND OBLIGATIONS

- (a) The Department reserves the right to request short-listed bidders to make a presentation.
- (b) The Department reserves the right to provide the contract to relevant authorities;
- (c) The Department reserves the right not to make an award on any of the responses to this bid;
- (d) The Department reserves the right to award only parts of this bid and re-bid for other parts;
- (e) The Department reserves the right to claim any damages which it has suffered as a result of having to make less favourable arrangements due to termination of service;
- (f) The Department reserves the right to independently perform background checks and vetting of any person or persons associated with or employed by the Service Provider;

9) LIABILITY

- (a) The Service Provider will be held liable for all losses or damage suffered by the Department as a result of the Service Provider's own or his/her employee's negligence or intent, during the execution of the contract;
- (b) The Department will only be liable for loss or damage to any of the Service Provider's properties or items kept at the Department's premise(s)/site(s), where the loss occurred as a direct result of the negligence or intent on the part of the Department or its employees.
- (c) The Department and its employees will not be held liable by the Service Provider against any loss or damages (including liability, compensation, or legal expenses, etcetera.) as a result of:
 - i. Loss of life or injuries which may be sustained by employees of the Service Provider, during the execution of the contract;
 - ii. Damage or loss of any equipment or property of the Service Provider during the execution of the contract, with exception of paragraph 9 (b)*supra*; and
 - iii. Any claim which might ensue from the failure of or acts committed by employees of the Service Provider against third persons (and/or their dependants).
- (d) The Service Provider will be liable for all losses of cash/Sight Value Forms upon receipt of acknowledgement thereof, whilst on the Department's premise/site, or elsewhere.

10) PENALTIES

- (a) Should the Service Provider deliver an unsatisfactory service or fail to deliver any or all of the services as stipulated in this bid document and agreed upon in the Service Level Agreement (SLA) without any prejudice to its other remedies under the contract, the Department shall not honour payment for services not rendered and furthermore shall impose a penalty fees per

respective premise/site, per month. The Department may also consider termination of the contract if non-delivery persists.

- (b) Unsatisfactory service delivery can further be described as follows:
- i. Unsatisfactory service can be described as any situation caused by the service provider that can have negative impact on the operations and service delivery of the Department;
 - ii. Any situation/ incident due to the service providers' negligence / poor performance that can place the Department at risk;
 - iii. Failure by the service provider to pay the security officers on time which leads to absenteeism putting the Department at risk and impacting on service delivery; and
 - iv. Failure by the service provider to respond to complaints and not being contactable by the Department in respect of attending to complaints.

(c) The following penalties are applicable per service fee per site for this bid:

- i. Non/ Late Collections or Deliveries
 - Definition: Failure to collect or deliver cash at the agreed times specified in the service level agreement (SLA).
 - Penalty: 20% per service fee per site for each instance of no show/ delayed service beyond the agreed time.
- ii. Failure to Provide Required Documentation
 - Definition: Failure to return deposit slips, submit required reports, invoices, or incident documentation within agreed timelines.
 - Penalty: 20% per service fee per site for non-return/non-submission beyond the agreed timeline.
- iii. Failure to Provide Emergency Services (within 4 hrs)
 - Definition: Failure to collect value form from site on ad-hoc basis as required.
 - Penalty: 20% per service fee per site for failure to rendered service within specified time frame
- iv. Cash Shortages or Loss
 - Definition: Any loss, theft, or misappropriation of cash while in the possession of the service provider.

- Penalty: Full reimbursement of the lost amount, plus an additional penalty of 10% per service fee per site effected during the processing of the invoice for the service period under review.
 - Additional Liability Clause: Recurrent incidents of cash shortages or losses (more than 2 in a 6-month period) will affect the supplier performance ratings.
- v. Non-Compliance to dress code
- Definition: Failure to comply with terms for proper dress code and identity cards as required by the Department.
 - Penalty: 10% per service fee per site for each incident.
- vi. Failure or Delays to Communicate and Report Incidents.
- Definition: Failure to notify the Department of incidents, delays, or other critical events within the specified reporting time (usually within 1 hour of occurrence).
 - Penalty: 5% per service fee per site for every instance of failure to report on time.
- vii. Poor Customer Service
- Definition: Failure to maintain professional communication standards, including unresolved customer complaints within the agreed SLA response times.
 - Penalty: 5% per service fee per site for every instance of failure to fully resolve customer complains on time.

(d) The penalties listed in (c) above are not exhaustive and additional penalties may be agreed upon the signing of the Service Level Agreement (SLA)

11) **REGISTRATION OF SECURITY OFFICERS**

All security officers employed by the bidder must be registered in accordance with the Private Security Industry Regulatory Authority Act, 2001 (Act 56 of 2001), as amended. The Bid Adjudication Committee reserves the right to request proof of registration for verification purposes.

12) **TRAINING OF SECURITY OFFICERS**

All security officers must be fully trained in compliance with PSIRA requirements, possessing at least a Grade C qualification and a valid firearm competency certificate. The bidder may be required to provide proof of training conducted to demonstrate compliance.

13) **TERMINATION OF SERVICE**

- (a) The contract will be terminated immediately should the Service Provider no longer qualify in terms of the relevant legislation and regulations;
 - (b) The contract will be terminated immediately should the Service Provider not comply with all requirements and qualifications in terms of PSIRA;
 - (c) Notwithstanding anything to the contrary, or any other periods of time or terms that may be contained in this contract, it is a specific condition hereof that the Department reserves the right to terminate the contract with one month's written notice should the need for the service(s) no longer be required by the Department;
 - (d) All equipment and other security related consumables must be available on the respective premise(s)/site(s) immediately upon commencement of the contract, failing which the Department may consider termination of the contract.
 - (e) The contract will be terminated with immediate effect should the service provider fail to take out sufficient insurance against any claims, costs, loss and/or damage ensuing from its obligations and therefore must ensure that such insurance remains effective and valid for the duration of this contract.
- 14) The Service Provider must ensure that all security officer(s) are registered as prescribed by PSIRA, and remain registered for the duration of the contract;
- 15) The Department reserves the right to engage any contactable references provided and also conduct physical site inspections of the short-listed bidders;
- 16) The Service Provider must ensure that all security officer(s) wear company uniform, visible company identity cards and PSIRA identity cards, while on duty;
- 17) The Service provider shall not be entitled to appoint any sub-contractor or any other third party to perform any of its obligations in terms of this agreement without PRIOR written consent of the Department.
- 18) The Service Provider must ensure that all security officers sign an undertaking in which they declare that they will refrain from any action which might be detrimental to the Department;
- 19) The Department reserves the right to increase and/or decrease the service(s) and/or transfer/move a service(s) with one month's written notice from its National Office, Pretoria: Chief Directorate: Risk & Security Management.
- 20) No employment and/or hiring of illegal foreign members in any aspect of the cash-in-transit service, rendering a service to the Department will be allowed. If the Department, at any time establishes that illegal foreign members are employed

with and/or form part of the service provider, the services of the service provider will be terminated with immediate effect.

- 21) The Department reserves the right to ascertain any information from PSIRA and/or any other relevant authorities whether the security employees in the service of the Service Provider, are registered and compliant;
- 22) The Department reserves the right to conduct a site inspection on the premises/site of the short-listed Service Providers prior to and after the award of the bid;
- 23) The Service Provider to ensure protection of Departmental cash/Sight Value Form on the respective premise/site and in transit;
- 24) Any amendment(s) or deviations from the stipulations of this Contract are subject to departmental and National Treasury approval;
- 25) Expenditure regarding the roll-out and relevant training to Departmental Managers/Representatives regarding its Cash-in-Transit processes will be borne by the service provider;
- 26) The successful Service Provider(s) must conduct background checks on every employee, within three (3) months of the commencement of the contract and thereafter at least twice annually, through an independent accredited verification agency, at own cost. Reports must be provided to the respective Provincial Security Manager and a consolidated report must be provided to National Office, Pretoria, (Directorate: Risk and Security Management), failing which the service may be terminated;
- 27) The contract to be concluded with the successful Service Provider(s) will be valid as from the date of commencement and, a Service Level Agreement will be entered into with the successful bidder(s) within a period of three months after a letter of appointment has been issued.
- 28) Bidders prices must be fixed for the first year (12 months from date of award) and adjusted for the second and third year based on the approved increases promulgated by PSIRA and Sectoral Wage Determination;
- 29) The Department reserves the right to re-negotiate the price increase at the time of increase, based on information that will be available through the Government Gazette and/or union negotiations;
- 30) The bid price must be inclusive of all costs in terms of PSIRA illustrative pricing schedule in accordance with areas and as determined by the Sectorial Wage Determination guidelines as issued from time to time by the Department of Labour, as well as the running costs and equipment;
- 31) The Department will not pay for services outside the scope of the contract;

- 32) The Service Provider shall provide complete and accurate records and include all supporting documentation (Payment Control Sheets) in respect of the amounts billed, under this contract;
- 33) Misrepresentation of facts in information and documents will lead to disqualification/termination of contract
- 34) The Service Provider shall not erect or display any sign, printed matter, painting, nameplates, advertisements, articles or object of any nature whatsoever, in, or against the Department's building(s) on the premise(s)/site(s). The Service Provider shall be held responsible for the costs of such removal;
- 35) The Service Provider(s) shall ensure that it has sufficient armoured vehicles to its disposal to render the service to all the Departmental sites at the time of initiation of the contract. Such armoured vehicles must be identifiable to Departmental appointed security officials and/or any other departmental officials. In this regard, please take note that the Department will not accept any responsibility in case of any misrepresentation by any individual(s) as employees of the appointed service provider(s).
- 36) The Department reserves the right to enter into negotiations with short-listed bidders regarding pricing [Best and Final Offer (BAFO)].
- 37) The Service Provider must, at its own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from its obligations and shall ensure that such insurance remains effective and valid for the duration of this contract.
- 38) A certified copy of a valid insurance certificate must be handed to the Departmental Manager/Representative at commencement of the service. Evidence that such insurance premiums have indeed been paid must be furnished with the commencement of the contract and thereafter on request by the Department.

8.3. DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
1) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 8.8.2 above by indicating with an "X" in the "ACCEPT ALL" column, OR		
2) The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 8.8.2 above by Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		

9. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contracts (GCC) as set out by National Treasury will be applicable in all instances. A copy is attached to the bid documents. The general conditions are available on the National Treasury website, (www.treasury.gov.za).

ANNEX A.5: COSTING AND PRICING

10. COSTING AND PRICING

10.1. COSTING AND PRICING EVALUATION

- 1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
 - (a) the 80/20 system (80 Price, 20 Specific goals) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
 - (b) the 90/10 system (90 Price and 10 Specific goals) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2) This bid will be evaluated using the preferential point system of **80/20 or 90/10**, subject to the following conditions –
 - (a) If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or
 - (b) If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
- 3) Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) Preference Points for Specific Goals

- 4) The maximum points for this tender will be allocated as follows,

Table: Points allocation

Description	80/20 Point System	90/10 Point System
Price	80	90
Preference points for specific goals	20	10
Total points for Price and preference points for specific goals	100	100

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)
Enterprises with ownership of 51% or more by person/s who are black person/s	5	10
Enterprises with ownership of 51% or more by person/s who are woman	2	5
Enterprises with ownership of 51% or more by person/s who are youth	2	3
Enterprises with ownership of 51% or more by person/s with disabled	1	2

- 6) The bidder must complete the declaration of acceptance as per section 10.5 below by marking with an "X" either "ACCEPT ALL", or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.
- 7) Bidder will be bound by the following general costing and pricing conditions and the Department reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between the Department and the bidder. However, The Department reserves the right to include or waive the condition in the Contract.

10.2. COSTING AND PRICING CONDITIONS

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

10.3. BID EXCHANGE RATE CONDITIONS.

In the event the proposed bid price includes imported content, the bidders must use the exchange rate provided below to enable the Department to compare the prices provided by using the same exchange rate:

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	
1 Euro	
1 Pound	

10.4. BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted. refer to section 4.1(3)

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

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

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

10.5. DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 1.10.2 above by indicating with an "X" in the "ACCEPT ALL" column, or		
2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 10.2 above by indicating with an "X" in the "DO NOT ACCEPT ALL" column.		

ANNEX A.6: TERMS AND DEFINITIONS

11. DEFINITIONS OF INTERPRETATION

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

12. MEANINGS AND EXPRESSIONS OF WORDS

- 1) In the Conditions of the Contract, the following expressions and words have the meanings assigned to them below and derivative expressions and words will have a corresponding meaning:
- 2) "Act" will refer to any Act of South Africa, including but not limited to, Acts referred to hereunder:
 - (a) Constitution of the Republic of South Africa Act, 1996 (Act 108 of 1996), as amended,
 - (b) The Criminal Procedure Act, 1977 (Act 51 of 1977) as amended,
 - (c) The Arms and Ammunition Act, 1969 (Act 75 of 1969) as amended,
 - (d) The Trespass Act, 1959 (Act 6 of 1959), as amended,
 - (e) The Fire-arms Control Act, 2000 (Act 60 of 2000), as amended,
 - (f) The Public Finance Management Act, 1999 (Act 1 of 1999), as amended,
 - (g) Private Security Industry Regulatory Authority Act, 2001 (Act 56 of 2001), as amended,
 - (h) Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).
- 3) "Premise/site" means a Magistrate's Office, Branch Court, Periodical Court, Registrar of the High Court, Office of the State Attorney, Family Advocate and/or Master of the High Court, etcetera, where a service is to be rendered and/or as indicated by the Departmental Manager/Representative;
- 4) An "on-demand service" for cash-in-transit (CIT) typically refers to a flexible solution where the Department request secure cash/Sight Value Forms transportation services as needed, without any fixed schedules.

- 5) "Contract" means the agreement entered into between the Department of Justice and Constitutional Development and the Service Provider;
- 6) "Service 1" means to withdraw/collect cash/Sight Value Forms from a respective Bank/Financial Institutions and deliver to the respective identified premise/site;
- 7) "Service 2" means to collect cash/Sight Value Forms from a respective premise/site and deliver to the respective Bank/Financial Institution or any other identified premise/site(s);
- 8) "Additional Service" means to undertake as specified per premise/site for an additional banking service and/or withdrawal service as requested by the Departmental Manager/Representative of the respective premise/site. Prior approval for such service must be obtained from National Office: Pretoria (Chief Director: Risk & Security);
- 9) "Emergency Service" means to undertake as specified per premise/site when the need arises for an emergency banking service and/or withdrawal service as requested by the Departmental Manager/Representative of the respective premise/site. This can include a request to move cash/Sight Value Forms or any other property to or from a premise/site to a site to be identified by the Department. Prior approval for such service must be obtained from the relevant Regional/Branch Head, or the Chief Director: Risk & Security;
- 10) "Fire-arm" means any pistol, semi-automatic rifle, assault rifle, or shotgun;
- 11) "Uniform" means identifiable (branded) company clothing including trousers, shirts, shoes, boots, belts, socks, insignia, ID Card, etcetera;
- 12) "Emergencies/Crises/Incident/Problem" means, amongst others; any alarm condition and/or fire, bomb threat, earthquake, armed robbery, high-jacking, armed attack, heist, strike, riot, labour unrest, public upheaval, flood, lightning strike, explosion, physical attack on members of the public and the Department, etcetera;
- 13) "Hours of business" as indicated by the Departmental Manager/Representative;
- 14) "DBAC" means Departmental Bid Adjudication Committee;
- 15) "Service list (Address List)" Specified services to be rendered;
- 16) "Sight value form" means cash, warrant voucher(s), monies order(s), postal order(s), cheque(s), Asset(s) and/or otherwise indicated by the Departmental Manager/Representative;
- 17) "Daily" means Monday to Friday excluding public holidays and weekends and/or as indicated by the Departmental Manager/Representative;
- 18) "Department" means Department of Justice and Constitutional Development (DOJ&CD) and the Office of the Chief Justice (OCJ);
- 19) "Consumables" means – bag(s); seal(s), receipt books, safe cases, etcetera;
- 20) "No shows" means that the service provider did not render a service as specified in the contract; and that the Department does not pay for services not rendered;
- 21) "Combined services" relates to situations where the service provider renders both Service 1 and Service 2 together;
- 22) "MojaPay" refers to the accounting system that the Department has introduced for the management of, *inter alia*, maintenance, bail, fines, debt collection and conveyancing; and

- 23) "Authorized Financial Institution" refers to one of the financial institutions the Department banks with, as approved by National Treasury, which currently are ABSA, FNB, Nedbank and Standard Bank.
- 24) "Nearest Authorized Financial Institution" refers to Authorized Financial Institution which is the nearest Financial Institution which is willing to process withdrawals and accept deposits. The Service Provider will have to liaise with the relevant Financial Institutions as to which of their facilities meet this criterion. The Department reserves the right to verify the nearest financial Institution.
- 25) "Armoured Vehicle" refers to a vehicle utilised by the appointed service provider(s) that is utilised for the collection and delivery of cash/Sight Value Forms and other negotiable instruments between a DoJ&CD specified site and the relevant banking institution and/or address as indicated by the DoJ&CD. Such vehicle must be identified with the branding of the appointed service provider(s) and/or the branding of its appointed sub-contractor.

SBD 1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DOJ&CD					
BID NUMBER:	RFB 09 2024	CLOSING DATE:	28 March 2025	CLOSING TIME:	11h00am
DESCRIPTION	Appointment of a service provider for provision of Cash-In-Transit services for various offices of Department of Justice and Constitutional Development (DOJ&CD) as well as office of the Chief Justice (OCJ) for a period of thirty-six months..				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Tender Box, Momentum Centre, 329 Pretorius Street,					
c/o Sisulu & Pretorius Street, Pretoria, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
E-MAIL ADDRESS	<u>SCM@justice.gov.za</u>		E-MAIL ADDRESS	<u>SCM@justice.gov.za</u>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

Appointment of a service provider for provision of Cash-In-Transit services for various offices of Department of Justice and Constitutional Development (DOJ&CD) as well as office of the Chief Justice (OCJ) for a period of thirty-six months.

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES IS:

RAND (In figures) R.....

RAND (IN Words)

SIGNATURE OF BIDDER:

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

DATE:

SBD 3.2 PRICING SCHEDULE -NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

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

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

SBD4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

2..1. If so, furnish particulars:

.....

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

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

2..1. If so, furnish particulars:

.....
.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.2 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.3 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I 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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS	
	PRICE	90	80
SPECIFIC GOALS	10	20
Total points for Price and SPECIFIC GOALS	100	

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender.

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person/s who are black person/s	5	10		
Enterprises with ownership of 51% or more by person/s who are woman	2	5		
Enterprises with ownership of 51% or more by person/s who are youth	2	3		
Enterprises with ownership of 51% or more by person/s with disability	1	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE: