



KWAZULU-NATAL PROVINCE

EDUCATION
REPUBLIC OF SOUTH AFRICA

Private Bag X9137, PIETERMARITZBURG, 3200
NED BUILDING, 228 PIETERMARITZ STREET Pietermaritzburg, 3200

Demand and Acquisition

Invitation to Tender – ZNB 0104E/2022/2023

KwaZulu-Natal– Department of Education

ZNB 0104/2022/2023: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HIGH LEVEL SECURITY AND TRANSPORTATION OF NSC, AET L4 STANDARDISED TESTS AND ANSWER SCRIPTS FOR THE DURATION OF THREE YEARS WITH AN OPTION TO EXTEND FOR TWO YEARS (24 MONTHS)

The Department reserves the right to **cancel the bid**.

Pre-Qualification Criteria for Preferential Procurement

Bidders who meet the following undermentioned requirements will be considered:

- Bidders who are Level 1 BBBEE as per 4 (1) (a) of the PPPFA Regulations, 2017

An original or certified copy of a valid sworn affidavit or BBBEE certificate must be submitted with the bid.

Bidders who fail to meet the abovementioned requirement will be disqualified from further evaluation

Access to Bid Documents

Bid documents will not be available for collection and may be downloaded from the e-Tender Portal.

Briefing Session: **There will be no briefing session**

Queries relating to bid document may be addressed to Ms Nozizwe Makaula or Thandazile Thusi on the following e-mail addresses: Nozizwe.makaula@kzndoe.gov.za or Thandazile.thusi@kzndoe.gov.za by no later than **24 November 2022**.

Closing of Bid:

The closing date and time for receipt of Tenders is on **06 December 2022 at 11h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

Bid Box

**228 Pietermaritz Street (Ex-NED Building)
Turnstile Entrance
Pietermaritzburg
3201**

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Definitions

1. **“Acceptance bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document under bid number **ZNB 0104E/2022/2023**.
2. **“Bid”** means a written offer in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services under bid number **ZNB 0104E/2022/2023**.
3. **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
4. **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
5. **“Contract”** means the agreement that results from the acceptance of the bid by the Department.
6. **“Control”** means the possession by a person, of a permanent authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
7. **“Co-operatives”** means an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations, through a jointly owned and democratically controlled enterprise organized and operated on co-operative principles.
8. **“Department”** means the Department of Education within the KwaZulu-Natal Provincial Administration and listed in the first column of schedule 2 of the public Service Act, 1994 (Proclamation No. 103 of 1994).
9. **“Disability”** means, in respect of a person, permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
10. **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
11. **“Historically Disadvantaged Individual (HDI)”** means a South African citizen,
 - I) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act no. 200 of 1993) (“the interim Constitution”); and/or
 - II) who is a female; and/or
 - III) who has a disability:

Provided that a person, who obtained South African citizenship on or after the coming to effect of the interim Constitution, is deemed not to be a HDI.
12. **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
13. **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
14. **“Person”** includes reference to a juristic person.
15. **“Province”** means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
16. **“Rand value”** means the total estimated value of a contract in rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
17. **“Small Medium and Micro Enterprises (SMME’s)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

18. **“Specific Contract Participation Goals”** means the goals as stipulated in the Preferential Procurement Regulations of 2001.
19. **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
20. **“Youth”** mean all persons between the ages 18 to 35.

CHECK LIST FOR BIDDER			
STANDARD BID DOCUMENTATION:			
PART A	INVITATION TO BID (SBD 1)	YES	NO
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	YES	NO
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	YES	NO
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	YES	NO
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	YES	NO
SECTION D	OFFICIAL BRIEFING SESSION FORM	N/A	
SECTION E	PRICING SCHEDULE (SBD 3)	YES	NO
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	YES	NO
SECTION G	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)	YES	NO
SECTION H	CONTRACT FORM (SBD 7) - To be completed by successful bidder/s	N/A	
SECTION I	GENERAL CONDITIONS OF CONTRACT	YES	NO
SECTION J	SPECIAL CONDITIONS OF CONTRACT	YES	NO
SECTION K	TERMS OF REFERENCE	YES	NO
SECTION L	AUTHORITY TO SIGN THE BID	YES	NO
SECTION M	CERTIFICATE OF COMPLIANCE WITH BID DOCUMENTATION	YES	NO
SECTION N	CURRENT / PAST EXPRIENCE	YES	NO
SCHEDULES / SUPPORTING DOCUMENTS:			
SCHEDULE 1	FULL CSD REPORT NOT OLDER THAN 1 MONTH	YES	NO
SCHEDULE 2	AN ORIGINAL OR CERTIFIED COPY OF A RESOLUTION AS PER SECTION L	YES	NO
SCHEDULE 3	A VALID CERTIFIED COPY OF PSIRA REGISTRATION CERTIFICATE / LETTER OF GOOD STANDING IN THE NAME OF BIDDING ENTITY	YES	NO
SCHEDULE 4	VALID AND CERTIFIED COPIES OF PSIRA REGISTRATION CERTIFICATES FOR OWNERS/ DIRECTORS/ MEMBERS	YES	NO
SCHEDULE 5	PROOF OF COMPLIANCE WITH THE PRIVATE SECURITY SERVICES PROVIDENT FUND (PSSPF)	YES	NO
SCHEDULE 6	A LETTER OF GOOD STANDING FOR COIDA (WORKMEN COMPENSATION FUND) FROM DEPARTMENT OF LABOUR NOT OLDER THAN 12 MONTHS	YES	NO
SCHEDULE 7	VALID AND CERTIFIED FIREARM LICENSES IN THE NAME OF THE BIDDING ENTITY	YES	NO
SCHEDULE 8	A VALID AND CERTIFIED POLICE FIREARM LIST FOR THE COMPANY (NOT LEASED)	YES	NO
SCHEDULE 9	POLICE CLEARANCE FOR DIRECTORS	YES	NO
SCHEDULE 10	A VALID LICENSE FOR 2-WAY RADIOS OR A QUOTATION NOT OLDER THAN 3 MONTHS	YES	NO
SCHEDULE 11	PROOF OF TRACKING / SURVEILLANCE SYSTEM e.g. CONTRACT DOCUMENT	YES	NO

SCHEDULE 12	QUALITY MANAGEMENT SYSTEMS (QMS) IT IS MANDATORY THAT THE BIDDER MUST BE QMS – ISO 9001 – 2018 COMPLIANT. PROOF OF QUALITY POLICY & OBJECTIVES, QUALITY MANUAL, ORGANIZATIONAL STRUCTURE & RESPONSIBILITIES, DATA MANAGEMENT, PROCESSES, CUSTOMER SATISFACTION WITH PRODUCT, CONTINUOUS IMPROVEMENT & DOCUMENT CONTROL MUST BE PROVIDED.	YES	NO
SCHEDULE 13	PROOF OF PHYSICAL ADDRESS FOR BUSINESS PREMISES	YES	NO
SCHEDULE 14	CERTIFIED COPIES OF LOGBOOKS IN THE NAME OF THE BIDDING ENTITY OR A VALID VEHICLE LEASE AGREEMENT SIGNED BY BOTH PARTIES <ul style="list-style-type: none"> • 12 X12 TON TRUCKS • 12 X 8 TON TRUCKS • 12 SEDANS AND • 102 4X4 DOUBLE CABS 	YES	NO
SCHEDULE 15	A DETAILED EXECUTION PLAN	YES	NO
SCHEDULE 16	COMPANY PROFILE TOGETHER WITH REFERENCE LETTERS WITH CONTACTABLE REFERENCES AND PURCHASE ORDERS	YES	NO

SBD 1: PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNB 0104 E/2022/2023	CLOSING DATE:	06 DECEMBER 2022	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HIGH LEVEL SECURITY AND TRANSPORTATION OF NSC, AET L4 STANDARDISED TESTS AND ANSWER SCRIPTS FOR THE PERIOD OF THREE YEARS WITH AN OPTION TO EXTEND FOR TWO YEARS (24 MONTHS)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Education					
Turnstile Entrance, First Floor: Bid Box					
NED Building					
228 Pietermaritz Street					
Pietermaritzburg					
BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Ms N Makaula		CONTACT PERSON	Ms T Thusi	
E-MAIL ADDRESS	Nozizwe.makaula@kzndoe.gov.za		E-MAIL ADDRESS	Thandazile.thusi@kzndoe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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.					

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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects and must be accurately completed. Bidders must ensure that all questions are answered. If questions are not applicable, bidders must ensure that "N/A" is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Where the bidder is required to respond with "Yes" or "No", the bidder is required to tick the appropriate answer. If an error is made, both Yes and No must be cancelled and initialed and the appropriate response must then be written next to the cancellation. Bidders will only be considered only if the bid document is fully and accurately completed and accompanied by all relevant supporting documents. Original signatures and company stamp must appear on all relevant sections of the document. **Failure to comply will result in the bidder being disqualified.**
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Where samples are required, bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Where practical, prices will be made public at the time of opening bids. The Department reserves the right not to open bids in public during the closing of bids. Received bids and prices will be published on the Departmental website within 10 days from date of closing.
15. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
16. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO
DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative),
WHO

REPRESENTS (state name of bidder)CSD
Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S
DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO
DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION
OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY
BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION E

SBD 3.1

PRICING SCHEDULE

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED FOR THE FIRST YEAR OF THE CONTRACT. PRICES FOR YEAR 2 AND YEAR 3 WILL BE NEGOTIATED WITH A SUCCESSFUL SERVICE PROVIDER BASED ON PSIRA RATES AND CONSUMER PRICE INDEX (CPI) OR OTHER PREVAILING MARKET CONDITIONS.

ZNB 0104E E/2022/2023: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE A HIGH LEVEL SECURITY AND TRANSPORTATION OF NSC, AET L4 STANDARDISED TESTS AND ANSWER SCRIPTS FOR THE PERIOD OF THREE YEARS WITH AN OPTION TO EXTEND FOR TWO YEARS (24 MONTHS)

Name of bidder:	Bid number: ZNB 0104E E/2022/2023
Closing Time: 11H00am	Closing date: 06 DECEMBER 2022

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

SECTION		TOTAL PRICE INCLUSIVE OF VAT
SECTION A	PART A (Page 52 to 53)	
	PART B (Page 54 to 55)	
	PART C (Page 56 to 57)	
	PART D (Page 58)	
	PART E (Page 59 to 60)	
	PART F (Page 61 to 64)	
	TOTAL FOR SECTION A	
SECTION B	PART A (Page 65 to 66)	
	PART B (Page 67 to 68)	
	PART C (Page 69 to 70)	
	PART D (Page 71)	
	PART E (Page 72 to 73)	
	PART F (Page 74 to 77)	
	TOTAL FOR SECTION B	
GRAND TOTAL (TOTAL FOR SECTION A + SECTION B) FOR PURPOSES OF CALCULATING PREFERENCE POINTS		

GRAND TOTAL IN WORDS: _____

Surname and initials of Representative

Date

Signature

Company Stamp

SECTION F

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.2.1 If so, furnish particulars:.....
.....
- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**
- 2.3.1 If so, furnish particulars:
.....

3 DECLARATION

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

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

SECTION G

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) The 90/10 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**price**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

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

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

Where

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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) **Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:**

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:
ADDRESS
.....
.....

IMPORTANT NOTICE TO BIDDERS

SWORN AFFIDAVIT / B-BBEE CERTIFICATE

1. Bidders whose turnover is below R 10 million per annum are to complete the attached sworn affidavit for **B-BBEE Exempted Micro Enterprise (EME's)**. An EME is only required to obtain a sworn affidavit or Certificate issued by Companies and Intellectual Property Commission (CIPC) on an annual basis.
2. Bidders whose turnover is between R 10 million and R 50 million per annum are to complete the attached sworn affidavit for **B-BBEE Qualifying Small Enterprise**.
3. Bidders must therefore complete one of the attached sworn affidavits and not both.
4. In terms of the BBEE Commission, Exempted Micro Enterprises (EMEs) and black owned Qualifying Small Enterprises (QSEs) only have to use a sworn affidavit to indicate their B-BBEE compliance status.
5. The only legal and acceptable verification document for a Level 1 or 2 EME or QSE is a sworn affidavit.
6. The Sworn Affidavit must be fully completed. Where a clause is not applicable, "N/A" must be indicated and the clause must not be left blank.
7. The date on which the deponent / bidder signs the sworn affidavit must be the same as the date of the Commissioner of Oaths.
8. Only bidders who are not Level 1 and 2 EMEs or QSEs may attach B-BBEE certificates. A B-BBEE certificate must be issued by a SANAs accredited body and must bear the SANAs logo.

FAILURE TO COMPLY WITH THE ABOVE WILL LEAD TO DISQUALIFICATION

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalization-</p> <p>I. before 27 April 1994; or</p> <p>II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalization- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rand) and R50,000,000.00 (Fifty Million Rand),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SECTION I

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

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:
 - 8. 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
 - 9. A cashier's or certified cheque
- 9.1 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.

10. Inspections, tests and analyses

- 10.1 All pre-bidding testing will be for the account of the bidder.
- 10.2 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.
- 10.3 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.

- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 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.

11. Packing

- 11.1 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.
- 11.2 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.

12. Delivery and documents

- 12.1 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.
- 12.2 Documents to be submitted by the supplier are specified in SCC.

13. Insurance

- 13.1 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.

14. Transportation

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

15. Incidental Services

15.1 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.

15.2 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.

16 Spare parts

16.1 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.

17 Warranty

17.1 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.

17.2 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.

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

17.4 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.

17.5 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.

18 Payment

18.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

18.2 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.

18.3 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.

18.4 Payment will be made in Rand unless otherwise stipulated in SCC.

19 Prices

19.1 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.

20 Contract amendments

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

21 Assignment

21.1 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.

22 Subcontracts

22.1 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.

23 Delays in the supplier's performance

23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

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

24 Penalties

24.1 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.

25 Termination for default

25.1 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.

25.2 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.

25.3 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.

25.4 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.

25.5 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.

25.6 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.

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

- 25.7 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.

26 Anti-dumping and countervailing duties and rights

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

27 Force Majeure

- 27.1 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.
- 27.2 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.

28 Termination for insolvency

- 28.1 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.

29 Settlement of Disputes

- 29.1 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.
- 29.2 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.
- 29.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 29.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 29.5 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.

30 Limitation of liability

30.1 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.

31 Governing language

31.1 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.

32 Applicable law

32.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

33 Notices

33.1 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.

33.2 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.

34 Taxes and duties

34.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

34.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

34.3 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.

35 National Industrial Participation (NIP) Programme

35.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

36 Prohibition of Restrictive practices

36.1 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).

36.2 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.

SECTION J

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. CONTRACT PERIOD

- 1.1 The contract period for this bid is 3 years (36 months) with an option to extend for two years (24 months)
- 1.2 The KwaZulu-Natal Department of Education reserves the right to terminate the contract should the awarded entity fail to fulfil its contractual obligation in terms of this contract.

2. CERTIFICATES OF COMPLIANCE

- 2.1 It is mandatory for service providers to submit the following original certificates or certified copies thereof. Copies must be eligible and certification should not be older than 3 months.
 - a) A Valid copy of a Letter of Good Standing from PSIRA in the Name of the Bidding Entity.
 - b) Valid and certified copies of PSIRA Registration Certificates for Owners/ Directors/ Members.
 - c) A letter of good standing for COIDA (Workmen's Compensation Fund) from Department of Labour not older than 12 months.
 - d) Public Liability Insurance or quotation not older than three months with a minimum value of R5 million rand.
 - e) Proof of registration with Provident Fund.
 - f) Valid certified firearm licenses in the name of the bidding entity.
 - g) Competency cards for each fire arm carrying guard.
 - h) License for two way radios.

Failure to comply with any of the above will lead to disqualification.

3. FALSE DECLARATION

- 3.1 All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.
- 3.2 Any false declaration or intentional omission of relevant facts shall lead to disqualification.

4. VALIDITY OF BIDS

- 4.1 Bids must hold good for a period of 180 days from the date of closing of the bid. However, circumstances may arise whereby the Department of Education may request the bidders to extend the validity period. Should this occur, the Department of Education will request bidders to extend the validity period under the same terms and conditions as originally tendered for by bidders.

5. ACCEPTANCE OF BIDS

- 5.1 The Department intends to award one (1) service provider for security reasons and control purposes.
- 5.2 The Department of Education is not bound to accept the lowest or any portion of the bid and reserves the right not to award.
- 5.3 The financial standing of bidders and their ability to render services may be examined before their bids are considered for acceptance.

6. PRICING

- 6.1 Prices must be in South African Currency, be inclusive of VAT. Trade discounts will only be considered after the award.
- 6.2 Prices quoted for employee remuneration must be in line with the rates stipulated by PSIRA for security. Any bidder that quotes below these rates will be disqualified.
- 6.3 Prices quoted for overheads must be reasonable. Where underquoting is detected or suspected, the Department reserves the right to interrogate the quoted prices. Where underquoting is confirmed and cannot be justified by the bidder, the Department reserves the right to disqualify the bidder.
- 6.4 Bidders may not under any circumstances utilize the amount quoted for employee remuneration for overheads or any other purposes.
- 6.5 Prices must be firm for the first year of the contract. Price increase for the 2nd and 3rd year of the contract will be guided by CPI for overheads and the rates stipulated by PSIRA for salary rates.
- 6.6 During the duration of the contract, where there are items whose prices are affected by rate of exchange fluctuations, the successful bidder may approach the Department and provide supporting documentation. The Department will consider the request and make a determination based on budget availability.
- 6.7 All pricing schedules must be fully completed and returned with the bid.

7. PURCHASE ORDER

Services shall be rendered only upon receipt of a written purchase official order from the Department of Education.

8. WARRANTIES

- 8.1 The awarded entity warrants that it is able to deliver to the satisfaction of the department.
- 8.2 The involvement of the awarded entity in any other business or venture shall not compete or conflict with the obligations of the entity to provide the services to the Department in terms of this bid.

9. PAYMENT AND INVOICING

- 9.1 Payment will only be processed upon receipt, verification of invoices and confirmation by the appropriately authorized officials of actual services rendered.
- 9.2 Payment will be made to the awarded Entity only. Any deviations (e.g. cession of contract) will only be accepted after relevant approval has been granted by the Departmental Bid Adjudication Committee.
- 9.3 Invoices must clearly indicate the order number and invoice number and contain all relevant information. This shall assist in minimizing delays in processing of invoices.
- 9.4 Any variation to the quantities other than those stipulated in this bid document shall be approved by the Bid Adjudication Committee.

10. AMENDMENT OF BID CONDITIONS, ORDER STIPULATIONS OF BID, ETC.

- 10.1 No agreement to amend or vary the bid conditions or order or stipulations of bid shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by contracting parties subject to approval by the departmental **Bid Adjudication Committee** and the Head of the Department.

11. CANCELLATION

- 11.1 The Department reserves the right to cancel the bid. Such cancellation shall be published in the print media and/or Departmental Website.

12. TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

- 12.1 The department will verify the Tax Compliance Status of a bidder through the Central Supplier Database (CSD).
- 12.2 Bidders must ensure that their tax matters are compliant on CSD. Failure to update Tax Status on the CSD will invalidate your bid
- 12.3 Each party to a Joint Venture/Consortium must ensure that their tax matters are compliant before the closing date and time of the bid.

13 CENTRAL SUPPLIERS DATABASE (CSD)

- 13.1 A bidder submitting an offer must be registered on the Central Suppliers Database (CSD). A full (CSD) Report must be attached to the bid document.
- 13.2 A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.
- 13.3 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database and must attach a full CSD Report at the time of submitting the bid.
- 13.4 A full CSD Report (not older than one month) must be attached to the bid document.
- 13.5 All information supplied in the bid document must correlate with information on CSD. It is the responsibility of the supplier to ensure that information on CSD is up to date at all times
- 13.6 Failure to comply with any of the above will result in the bidder being disqualified.

14 STATUTORY CHECKS

- 14.2 Central Suppliers Database
- 14.3 Tax Compliance Status
- 14.4 Business Registration.
- 14.5 Tender defaulting and Restriction Status
- 14.6 Persal Verification (Government Employee)

Any violation or non-compliance with any of the above will lead to disqualification.

15 COMPLETENESS OF THE BID DOCUMENT

- 15.1 The Bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable information/documents, i.e. signatures and company should be appended where required and documents called for should be submitted. (This section must be read together with Clause 4 of Section A: Special Instructions and Notices to Bidders Regarding the Completion of Bidding Forms.

16 SUBMISSION OF BIDS

- 16.1 Bids are to be submitted to the offices of the Department of Education, 1st floor foyer entrance, 228 Pietermaritz Street, Pietermaritzburg before 11:00am. All bids are to be deposited in the bid box situated at the reception area. Late bids will not be accepted.
- 16.2 Documents submitted by Bidders will not be returned.

17 EXPENSES INCURRED IN PREPARATION OF BIDS

- 17.1 The department will not be responsible for any expenses or losses which the bidder may incur in the preparation of this bid.

18 COMPUTERIZED BID DOCUMENTS

- 18.1 Submission of reproduced computer printouts or faxed bid documents will not be accepted.

19 NOTIFICATION OF AWARD OF BID

- 19.1 The publication of the award will be advertised in the same media as the invitation to bid.
19.2 Notification of award of a bid shall be in writing to the successful bidder/s by a duly authorised official of the department.
19.3 The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.

20 CONTRACT / SERVICE LEVEL AGREEMENT

- 20.1 The successful bidder will be required to sign SBD 7.1 - Contract form of the bid document with the KwaZulu-Natal Department of Education.
20.2 The bid document constitutes a legal document and a binding contract.
20.3 Where necessary the Department may request a Service Level Agreement to be signed.

21 QUERIES FROM THE BIDDERS

- 21.1 Any correspondence with regards to this bid which the bidder wishes to raise must be emailed to the following officials by **24 November 2022**:
Ms N. Makaula at nozizwe.makaula@kzndoe.gov.za
Ms T.Thusi at thandazile.thusi@kzndoe.gov.za

22 JOINT VENTURES/CONSORTIUM

- 22.1 Any Bid by a Joint Venture (JV)/ Consortium must be accompanied by a copy of a duly signed Joint Venture Agreement. Such agreement must specify the portion of the bid to be undertaken by each participating entity.
22.2 Parties to the JV/Consortium must all sign the JV Agreement and the minutes of the meeting must be submitted with the bid at the closing date.
22.3 Should the parties enter into a JV, the JV Agreement should reflect a lead partner and the following nominations:-
22.3.1 Bank account to be used for the purpose of this Bid or Contract.
22.3.2 authorized representative and signatory.
22.3.3 Authorized letterhead, address, etc.
22.4 In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.

23 COMMUNICATION, MEDIA RELEASES, ETC

- 23.1 Bidders shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this bid during the period between the closing date for the receipt of bids and the dispatch of the written notification of the Department of Education, which on receipt of such report may, at their discretion, disqualify the bidder concerned. All rights of publication on articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Department of Education. The successful Bidder shall not, without the written consent of the Department of Education, cause any statement or advertisement to be printed screened or aired by the media.

24 COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE

- 24.2 A bidder shall not in any way communicate with a member of a Bid Committee or with any officer, agent, or representative of the Department of Education on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of a bid during the period between the closing date for receipt of bids and the dispatch of the written notification of the decision on the award of the Contract provided that a bidder shall not hereby be precluded:
- 24.2.1 at the request of the Department of Education or his authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise or from giving a demonstration so as to enable the recommendation on the award of the Contract to be formulated;
 - 24.2.2 at the request obtained from the Department of Education or his authorized representative, information as to the date upon which the award of the Contract is likely to be made or, after the decision upon the award has been made by the Bid Committee to which the Department of Education had delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of bids or from submitting to the Department of Education in writing any communication relating to this bid or the award of the Contract or for leave to withdraw his bid;
 - 24.2.3 Contravention of paragraph 24.2.1, as previously described, or any attempt to contravene such paragraph shall be reported to the Department of Education which may on receipt of such report either disqualify the bid of the bidder concerned or submit a report thereon to the Bid Committee of the Department of Education which may disqualify the bid.

25 UNDERTAKING

- 25.1 In the event of there being any change in the nature of the Contractor including, but not limited to, *inter alia*, it's:-
- 25.1.1 Directors, shareholdings, membership and/or management;
 - 25.1.2 Constitution, memorandum and/or articles;
 - 25.1.3 Service providers, partners, joint venture entities and/or subcontracting parties;
 - 25.1.5 Locality of principle place of business, branch offices and/or warehouses;
 - 25.1.6 Any changes ancillary to the above;
- 25.2 The Contractor undertakes, were possible, to inform the Department as least thirty (30) days before the above changes are effected of the details of the proposed changes.
- 25.3 Alternatively, the Contractor undertakes that there shall be no material changes in the nature of the Contractor for the duration of this contract, including, but not limited to, *inter alia*, the following:-
- 25.3.1 Directors, shareholdings, membership and/or management; trustees;
 - 25.3.2 Constitution, memorandum and/or articles; trustee;
 - 25.3.3 Service providers, partners, joint venture entities and/or subcontracting parties;
 - 25.3.4 Locality of principle place of business, branch offices and/or warehouses;
 - 25.3.5 Any changes ancillary to the above;
- 25.4 However, in the event of any of the above changes being anticipated, the Contractor undertakes to immediately inform the Department alternatively at least thirty (30) days prior to the proposed changes.
- 25.5 The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of its directors, members, partners, service providers, subcontractors or managers:-
- 25.5.1 has been listed on the national Treasury's Database as entities prohibited from doing business with the public sector;
 - 25.5.2 has been listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004);
 - 25.5.3 has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;

- 25.5.4 has died or ceased to exist;
- 25.5.5 has a civil judgment taken against it/them by a court of law or any other competent authority;
- 25.5.6 or their estates being placed under judicial management or being provisionally or finally sequestrated or liquidated.
- 25.5.7 In the event of the Contractor failing to act as aforesaid, the Department will be at liberty to, in its discretion, exercise any one or a combination of the following remedies:-
- 25.5.8 immediately cancel the contract;
- 25.5.9 revisit the contract and issue directives with regard to the remaining term of the contract;
- 25.5.10 engage the services of other parties and service providers;
- 25.5.11 engage the service of the next favourable bidder;
- 25.5.12 exercise the remedies available to it in terms of the provisions of paragraph 11 of the General Conditions of Contract;
- 25.5.13 recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;
- 25.5.14 cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation;
- 25.5.15 Cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

26 CESSION OF BID

- 26.1 Any cession of a bid will only be accepted after the relevant approval has been obtained from the Department of Education in conjunction with the KZN Provincial Treasury.

27. CONTROL ROOM

- 27.1 Physical verification shall be conducted by Department to confirm existence of control room and to verify capacity as part of the evaluation process. The bidder must provide the physical address of their control room in the box provided below. Non-compliance will lead to disqualification.

28. VEHICLES

- 28.1 All vehicles must have tracking devices and a designated official in the Department must have access to verify location of any vehicle as and when the need arises.
- 28.2 In case of breakdowns, a replacement vehicle, at no cost to the Department (cost incurred will be borne by the security company) must be immediately available and the District and Provincial officials must also be notified immediately.

29. **BID APPEALS TRIBUNAL**

PLEASE NOTE:

As per Treasury Practice Note Number: SCM-07 of 2006 , any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Departmental Website and/or Government Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

Email: BATsecretariat@kzntreasury.gov.za

30. **ESTIMATED QUANTITIES**

- 30.1 The number of days, distribution points, marking centres and the number of vehicles stipulated in the specification are estimates and may increase or decrease during the contract.

31. **EVALUATION CRITERIA**

The Evaluation Criteria will consist of the following six (6) steps:

Step 1 – Prequalification criteria

- Check and verify compliance with the Prequalification Criteria viz. Bidders who are Level 1 BBBEE as per 4 (1) (a) of the PPPFA Regulations, 2017

An original or certified copy of a valid sworn affidavit or BBBEE certificate must be submitted with the bid. Failure to comply with the above will lead to disqualification.

Step 2 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents. Failure to comply with any of the sections contained in the bid document that constitute step two will lead to disqualification. The following documentation must be completed, each page initialed, stamped (where applicable) and submitted on the closing date.

STANDARD BID DOCUMENTS	
PART A	INVITATION TO BID (SBD 1)
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE IS CORRECT AND UP TO DATE
SECTION E	PRICING SCHEDULE (SBD 3.1)
SECTION F	BIDDER'S DISCLOSURE (SBD 4)
SECTION G	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)
SECTION I	GENERAL CONDITIONS OF CONTRACT
SECTION J	SPECIAL CONDITIONS OF CONTRACT
SECTION K	TERMS OF REFERENCE
SECTION L	AUTHORITY TO SIGN THE BID
SECTION M	CERTIFICATE OF COMPLIANCE WITH BID DOCUMENTATION
SECTION N	PAST / CURRENT EXPERIENCE

Step 3 – Submission of Schedules (Supporting Documents)

Check and verify the submission of original or certified copies of supporting documents. Copies must be eligible and certification should not be older than 3 months. Copies of certified copies will not be considered. Failure to submit any of the required supporting documents or submission of non-compliant supporting documents listed in the table below will lead to disqualification.

SCHEDULES / SUPPORTING DOCUMENTS	
SCHEDULE 1	FULL CSD REPORT NOT OLDER THAN 1 MONTH
SCHEDULE 2	AN ORIGINAL OR CERTIFIED COPY OF A RESOLUTION AS PER SECTION L
SCHEDULE 3	A VALID CERTIFIED COPY OF PSIRA REGISTRATION CERTIFICATE / LETTER OF GOOD STANDING IN THE NAME OF BIDDING ENTITY
SCHEDULE 4	VALID AND CERTIFIED COPIES OF PSIRA REGISTRATION CERTIFICATES FOR OWNERS/ DIRECTORS/ MEMBERS
SCHEDULE 5	PROOF OF COMPLIANCE WITH THE PRIVATE SECURITY SERVICES PROVIDENT FUND (PSSPF)
SCHEDULE 6	A LETTER OF GOOD STANDING FOR COIDA (WORKMEN COMPENSATION FUND) FROM DEPARTMENT OF LABOUR NOT OLDER THAN 12 MONTHS
SCHEDULE 7	VALID AND CERTIFIED FIREARM LICENSES IN THE NAME OF THE BIDDING ENTITY
SCHEDULE 8	A VALID AND CERTIFIED POLICE FIREARM LIST FOR THE COMPANY (NOT LEASED)
SCHEDULE 9	COMPETENCY CARDS FOR EACH FIRE ARM CARRYING GUARD
SCHEDULE 10	POLICE CLEARANCE FOR DIRECTORS
SCHEDULE 11	A VALID LICENSE FOR 2-WAY RADIOS OR A QUOTATION NOT OLDER THAN 3 MONTHS
SCHEDULE 12	PROOF OF TRACKING / SURVEILLANCE SYSTEM FOR THE VEHICLES e.g. CONTRACT DOCUMENT
SCHEDULE 13	QUALITY MANAGEMENT SYSTEMS (QMS) IT IS MANDATORY THAT THE BIDDER MUST BE QMS – ISO 9001 – 2018 COMPLIANT. PROOF OF QUALITY POLICY & OBJECTIVES, QUALITY MANUAL, ORGANIZATIONAL STRUCTURE & RESPONSIBILITIES, DATA MANAGEMENT, PROCESSES, CUSTOMER SATISFACTION WITH PRODUCT, CONTINUOUS IMPROVEMENT & DOCUMENT CONTROL MUST BE PROVIDED.
SCHEDULE 14	CERTIFIED COPIES OF LOGBOOKS IN THE NAME OF THE BIDDING ENTITY OR A VALID VEHICLE LEASE AGREEMENT SIGNED BY BOTH PARTIES <ul style="list-style-type: none">• 12 X12 TON TRUCKS• 12 X 8 TON TRUCKS• 12 SEDANS AND• 102 4X4 DOUBLE CABS
SCHEDULE 15	A DETAILED EXECUTION PLAN
SCHEDULE 16	COMPANY PROFILE TOGETHER WITH REFERENCE LETTERS WITH CONTACTABLE REFERENCES

Step 4: Physical Verification

Shortlisted Service providers will be visited for site viewing during which the service provider will be required to do a presentation on their execution plan.

Step 5: Functionality

Bidders who comply with the requirements of Step 4: Physical Verification, will be scored on the following functionality:

CRITERION	100 MAXIMUM POINTS	SCORING	MEANS OF VERIFICATION
1. Experience in contracts of similar nature (high level security and transportation)	20	20 Points for 10 years or more experience 10 Points for experience of 5 years to below 10 years 0 Points for non-submission or for experience that is less than 5 years Bidders who score below 10 points for this criterion will be eliminated	Company profile and Reference Letters with contactable references
2. Control room in KZN with radio control system	20	20 points for a control room that is fully equipped: <ul style="list-style-type: none">• Communication equipment (base radio and Two way radios) - radio frequency of A minimum of 400km• Telephone system• Tracking / surveillance system• Alarm system• Access control• Controllers Competency & PSIRA Qualification 0 Points for non-availability of control room 0 Points for a control room that is not fully equipped 0 Points for a control room outside of KwaZulu-Natal Bidders who do not score the full 20 points for this criterion will be eliminated	<ul style="list-style-type: none">• Valid Radio Licence• Appropriate telephone system• Proof of tracking / surveillance system e.g. contract document This section will be scored based on supporting documents submitted by the bidder and the physical verification

CRITERION	100 MAXIMUM POINTS	SCORING	MEANS OF VERIFICATION
3. Strong Room / Armory	20	<p>20 points for fully equipped strong room / armoury</p> <ul style="list-style-type: none"> • Firearm issue register and firearm issue permit • Firearms • A valid and certified police firearm list for the company (not leased) • Alarm system • Compliant vault door • Access control • Fire arm safe. • Designated firearm make safe area • Designated firearm issue area with bullet proof glass • Firearm officer competency & PSIRA qualification <p>0 points for non-availability of fully equipped strong room or a strong room that is not fully equipped as specified above</p> <p>Bidders who do not score the full 20 points for this criterion will be eliminated</p>	<p>Documented and detailed description and specification of Strong room / armoury</p> <p>This section will be scored based on supporting documents submitted by the bidder and the physical verification</p>
4. Ability to provide vehicles	20	<p>20 points for submission of logbooks for the vehicles listed hereunder in the name of the bidding entity or a valid lease agreement signed by both parties.</p> <ul style="list-style-type: none"> • 12 x12 ton trucks • 12 x 8 ton trucks • 12 sedans and • 102 4x4 double cabs <p>0 points for non-submission of log books or an invalid lease agreement</p>	<p>Certified copies of logbooks in the name of the bidding entity or a valid vehicle lease agreement signed by both parties</p> <ul style="list-style-type: none"> • 12 x12 ton trucks • 12 x 8 ton trucks • 12 sedans and • 102 4x4 double cabs

CRITERION	100 MAXIMUM POINTS	SCORING	MEANS OF VERIFICATION
5. Execution plan	20	<p>20 Points for submitting a detailed execution plan which amongst other things must include the following:</p> <ul style="list-style-type: none"> • How the project will be undertaken • Ability to deploy the required resources within 24 hours • Parcel tracking system • Response time in case of breakdown, emergencies and crisis situations including disasters • Bidder's ability to cover a distance of a minimum of 400km using radio frequency • Risk management strategy in terms of security measures <p>0 Points for non-submission/ submission of a non-responsive execution plan</p> <p>0 Points for inability to demonstrate during physical verification</p> <p>Bidders who do not score the full 20 points for this criterion will be eliminated</p>	Execution plan document and presentation during physical verification
A bidder who scores less than 90 points overall will be eliminated			

Step 6: Preferential Point Evaluation

This bid will be evaluated using the 90/10 preference point system.

Bidders must comply with SBD 6.1 Declaration form to claim preference points.

SECTION K

Terms of Reference/ Specifications

1 BACKGROUND

- 1.1 The examinations assessment written by learners both at grade 12 level (National Senior Certificate) and Senior Certificate Examination (Nated 550) Annual National Assessment as well as AET Level 4 are high priority examinations and demand a high level of security. Any compromise of security will not only affect the province but all other departments nationally.
- 1.2 In view of the high level of importance attached to these activities, the transportation of the Question papers and answer scripts and answer books demand a high level of security. It is therefore prudent that a security service provider with the necessary experience and capacity of providing services requiring high level security and transportation is appointed.
- 1.3 The department therefore invites bids for the provision of high level security and transportation of NSC, SCE (Nate 550), AET L4, answer scripts, other examination material question papers:
 - From the Department of Education site to the various district offices throughout the province
 - From the Various District Offices to Distribution Centres and back to districts
 - From the various district offices to the various marking venues throughout the province and
 - From the various marking venues to the district offices throughout the province.

2. OBJECTIVE

- 2.1 The objective of this bid is to appoint a service provider to provide a high level security and transportation of National Senior Certificate (NSC), Senior Certificate (SC) question papers, standardized tests and answer scripts for the period of three years with an option to extend for two years (24 months).

3. SCOPE

3.1 The scope is divided into the following two sections:

Section A – May/June Examinations and

Section B – October/December Examinations.

SECTION A: MAY/JUNE EXAMINATIONS

1. **PART A:** DELIVERY OF EXAMINATION QUESTION PAPERS AND ANSWER BOOKLETS FROM DURBAN TO TWELVE DISTRICT OFFICES
2. **PART B :** PROVISION OF SECURITY SERVICES AT DISTRICT OFFICES FOR AN ESTIMATED PERIOD OF 50 DAYS
3. **PART C:** DELIVERY OF EXAMINATION QUESTION PAPERS AND ANSWER BOOKLETS FROM DISTRICT OFFICES TO DISTRIBUTION POINT AND BACK TO DISTRICT OFFICE (2X RETURN TRIPS)
4. **PART D:** PROVISION OF SECURITY SERVICES AT 102 DISTRIBUTION POINTS FOR AN ESTIMATED PERIOD 50 DAYS
5. **PART E:** DELIVERY OF ANSWER SCRIPTS FROM EACH OF THE 12 DISTRICT OFFICES TO 32 MARKING CENTRES
6. **PART F:** DELIVERY OF ANSWER SCRIPTS FROM 32 MARKING CENTRES TO 12 DISTRICT OFFICES

SECTION B: OCTOBER/DECEMBER EXAMINATIONS

1. **PART A:** DELIVERY OF EXAMINATION QUESTION PAPERS AND ANSWER BOOKETS FROM DURBAN TO TWELVE DISTRICT OFFICES
2. **PART B :** PROVISION OF SECURITY SERVICES AT DISTRICT OFFICES FOR AN ESTIMATED PERIOD OF 60 DAYS
3. **PART C:** DELIVERY OF EXAMINATION QUESTION PAPERS AND ANSWER BOOKLETS FROM DISTRICT OFFICES TO DISTRIBUTION POINT AND BACK TO DISTRICT OFFICE (2X RETURN TRIPS)
4. **PART D:** PROVISION OF SECURITY SERVICES AT 102 DISTRIBUTION POINTS FOR AN ESTIMATED PERIOD OF 60 DAYS
5. **PART E:** DELIVERY OF ANSWER SCRIPTS FROM EACH OF THE 12 DISTRICT OFFICES TO 32 MARKING CENTRES
6. **PART F:** DELIVERY OF ANSWER SCRIPTS FROM 32 MARKING CENTRES TO 12 DISTRICT OFFICES

REQUIREMENTS FOR DELIVERY OF EXAMINATION QUESTION PAPERS AND ANSWER BOOKLETS AS PER PART A, B, C, AND D OF SECTION A AND SECTION B

1. 12 x Closed trucks with licensed drivers for the transportation of question papers and Examination material from Malgate Building, Durban, 72 Stalwart Simelane Street, Durban to twelve (12) District offices. One truck per district (8 ton trucks for May/June Examinations and 12 ton trucks for October/December Examinations).
2. Twelve unmarked sedan vehicle with licensed drivers to escort trucks.
3. Hundred and ten (102) unmarked 4x4 LDV for deliveries to Distribution points
4. One armed and five unarmed guards to accompany each truck for loading and off-loading.
5. One armed and 1 unarmed guards per vehicle to accompany district officials to Distribution points and back to District Offices (50 days for June Examinations and 60 days for December Examinations)
6. Two armed guards to guard all twelve loaded trucks overnight at a designated parking venue prior to the day of delivery. Designated venue to be provided by Department.
7. Two Armed Day shift guards and 2 Armed Night Guards at each District Office
8. 1 Armed day shift guard at each Distribution Point
9. Two cellular phones per team (one per truck & one per sedan)
10. Padlocks and seals with seal numbers for each truck for all doors on the bin of the truck.
11. Service provider to ensure that each truck's bin is waterproof and ensure that the contents are not damaged
12. Each truck must be supplied with canvas material as added protection for question papers and answer scripts
13. Any lack of security that will compromise the examination/material will be the responsibility of the service provider and cost incurred thereof will be borne by the service provider
14. Acknowledgement of receipt of material delivered from District office by service provider
15. Each truck to be supplied with adequate pallets and 1 fire extinguisher

NB. The number of days, distribution points and vehicles stated are estimated and may be increased or decreased during the contract.

REQUIREMENTS FOR COLLECTION OF ANSWER SCRIPTS FROM DISTRICT OFFICES TO MARKING CENTRES AND BACK ONCE MARKING IS COMPLETED AS PER PART E AND F OF SECTION A AND SECTION B

1. Thirty-eight 12 ton closed trucks for December Examinations and Twelve 8 tons for June Examinations with licensed drivers to collect answer scripts from each of the twelve (12) district offices and deliver to a designated marking center
2. Thirty-eight unmarked sedan vehicles for December Examinations and 12 for June Examinations with licensed drivers to escort trucks (one unmarked sedan vehicle per truck)
3. One armed and five unarmed guards to accompany each truck for loading and off-loading.
4. Two cellular phones per team (one truck one sedan)
5. Padlocks and seals with seal numbers for each truck for all doors on the bin of the truck.
6. Service provider to ensure that each truck's bin is waterproof as well as the contents are not damaged by providing canvas material for added protection
7. Any lack of security that will compromise the examination/material will be the responsibility of the service provider and cost incurred thereof will be borne by the service provider.
8. Each truck to be supplied with adequate pallets and 1 fire extinguisher

NB. The number of days, distribution points and vehicles stated are estimated and may be increased or decreased during the contract.

- 3.2 Security guards to load, off-load examination material and escort the trucks.
- 3.3 Staggered deliveries of question papers during June and December Examinations.
- 3.4 One day for loading of question papers onto twelve trucks at Malgate Building (Durban) prior to each delivery to the 12 district offices.
- 3.5 Three days of transportation of answer scripts from the District offices to the marking centers.
- 3.6 Three days of transportation of marked answer scripts from the marking centres back to the District Offices.
- 3.7 Team per truck and unmarked escort vehicles must consist of licensed drivers, security guards, cellular phones and padlocks with seals
- 3.8 All trucks must have waterproof bins and provided with canvas material for added protection. All truck door mechanism must be lockable.
- 3.9 The service provider must be willing to undertake duties on Sundays and Public Holidays if and when required to do so.
- 3.10 The successful tenderer/bidder must have a well-established and equipped 24 hour security control room and must provide 24 hour manned surveillance of all vehicles from control room and track transport progress from departure to arrival for each truck and provide feedback to Provincial Examinations on an hourly basis and as and when requested by a departmental official.
- 3.11 Proper control measures must be in place for parcel tracking and follow up in case of discrepancies during delivery and loading.
- 3.12 Warehousing and garaging for loaded trucks prior to the delivery day will be arranged and coordinated by the Department. The keys will be kept by a designated company officer. In this regard the warehousing and garaging area of the loaded trucks must meet the following requirements;
 - 3.12.1 Access point must be controlled by a well-armed security officer,
 - 3.12.2 Security personnel must be placed at strategic points of the fenced area
- 3.13 Padlock and seals with seal numbers which will be broken upon each delivery must be used.
- 3.14 All security officers supplied by the company must be registered with PSIRA.
- 3.15 The awarded service provider must have a Supervisor immediately available on a 24 hour basis to react in the event of emergencies.
- 3.16 The awarded service provider must have sufficient number of staff available to render a service during crisis situation.
- 3.17 The awarded service provider must agree to the following:

- 3.17.1 Reliability checks by the relevant Intelligence Structure (as determined by Section 2A of the National Intelligence Act) on the company and every director of the company or member of the close corporation prior to signing the contract.
 - 3.17.2 Security screening of every security officer supplied to render a service (the level of clearance required must be determined by the department or institution of the department);
 - 3.17.3 Signing of a Declaration of Secrecy by the above-mentioned persons;
 - 3.17.4 By submitting this bid, the bidder indemnifies the department against any claim that may arise from damage to property of third parties, loss of life or injury to be sustained by the security personnel /company during the execution of their duties and any other legal claims resulting from acts or omissions committed by the security personnel/company against third parties.
 - 3.17.5 Inspection at any time of the services to be rendered by the appointed bidder
 - 3.17.6 Adherence to all internal security policies and procedures of the institution.
- 3.18 The following requirements with regard to security officers to be supplied must be adhered to by the company or close corporation:
- 3.18.1 Communicate, read and write at least in English and one additional official language;
 - 3.18.2 Not younger than 18 years;
 - 3.18.3 At least 2 years' experience as security officers;
 - 3.18.4 two references must be supplied of persons at premises where the security officer previously rendered similar service;
 - 3.18.5 Physically healthy and medically fit;
 - 3.18.6 Must always present an acceptable image and appearance;
 - 3.18.7 security officers must be dressed in an appropriate uniform.
- 3.19 A track record of a company's transportation of "security items" including letters for tenders are required to provide proof that they meet this requirement.
- 3.20 Each loaded truck must be followed by a sedan vehicle with guards at all times.
- 3.21 The successful tenderer must provide licensed drivers to drive trucks and unmarked escort sedan vehicles.
- 3.22 All vehicles must have tracking devices and a designated official in a department must have access to verify location of any vehicle as and when the need arises.
- 3.23 Contact details of each driver must be furnished to the Department
- 3.24 Vehicles to be provided must be in sound roadworthy condition.
- 3.25 In case of breakdowns, a replacement vehicle, at no cost to the Department (cost incurred will be borne by the security company) must be immediately available and the District and Provincial officials must also be notified immediately.

- 3.26 Security personnel that are authorized to use firearms must be in a possession of a firearm license and certificate of competency. Proof of certificates to be provided.
- 3.27 In the event where there is any deviation of the conditions and costs to the bid, this must be communicated to the department and approval obtained for such deviations and costs before commencement of the services to be rendered. Only on approval of such deviations and cost will service provider commence the service required.
- 3.28 Under no circumstances will the successful bidder be allowed to sub-contract any or part of the service that are required.
- 3.29 The department will not be held liable of any violation of labor laws by the service provider.

SECTION A - MAY/JUNE EXAMINATIONS

PART A

DELIVERY OF EXAMINATION QUESTION PAPERS FROM MALGATE BUILDING IN DURBAN TO TWELVE DISTRICT OFFICES

NO.	A DISTRICT	B Unit price for 8 ton closed truck for 1 trip (incl. of fuel and amount of toll fees, one (1) cellular phone, padlocks, seals, security bolt and bolt cutter)	C Unit price for Unmarked sedan vehicle (incl. of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone for 1 trip)	D Unit price for Armed guard (Grade C) inclusive of overheads per trip	E Unit price for Unarmed guard (Grade D) inclusive of overheads per trip	F Unit price per Truck Driver per trip	G Unit price per Sedan Driver per trip	H TOTAL H = SUM OF (B+C+D+E+F+G)
1.	Umkhanyakude (Mkhuze)	R	R	R	R	R	R	R
2.	Zululand (Vryheid)	R	R	R	R	R	R	R
3.	King Cetshwayo (Empangeni)	R	R	R	R	R	R	R
4.	uThukela (Ladysmith)	R	R	R	R	R	R	R
5.	uMzinyathi (Dundee)	R	R	R	R	R	R	R
6.	Amajuba (Newcastle)	R	R	R	R	R	R	R
7.	Umgungundlovu (Pietermaritzburg)	R	R	R	R	R	R	R
8.	Ugu (Port Shepstone)	R	R	R	R	R	R	R
9.	Harry Gwala (Kokstad)	R	R	R	R	R	R	R
10.	Umlazi (Truro House – Durban)	R	R	R	R	R	R	R
11.	Pinetown	R	R	R	R	R	R	R

NO.	A	B	C	D	E	F	G	H
	DISTRICT	Unit price for 8 ton closed truck for 1 trip (incl. of fuel and amount of toll fees, one (1) cellular phone, padlocks, seals, security bolt and bolt cutter)	Unit price for Unmarked sedan vehicle (incl. of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone for 1 trip	Unit price for Armed guard (Grade C) inclusive of overheads per trip	Unit price for Unarmed guard (Grade D) inclusive of overheads per trip	Unit price per Truck Driver per trip	Unit price per Sedan Driver per trip	TOTAL H = SUM OF (B+C+D+E+F+G)
12.	Ilembe (Kwadukuza)	R	R	R	R	R	R	R
Sub-Total								R
VAT (15%)								R
Total per trip								R

SECTION A - MAY/JUNE EXAMINATIONS

PART B

PROVISION OF SECURITY SERVICES AT DISTRICT OFFICES FOR AN ESTIMATED PERIOD OF 50 DAYS

NO.	DISTRICT	NO. OF GRADE C ARMED GUARDS REQUIRED PER 12 HOUR SHIFT (Inclusive of 2 way radios)	PRICE PER GUARD PER SHIFT INCLUSIVE OF OVERHEADS	TOTAL COST PER SHIFT FOR 2 GUARDS INCLUSIVE OF OVERHEADS
1.	Umkhanyakude (Mkhuze)	2 guards x Day shift	R	R
		2 guards x Night shift	R	R
2.	Zululand (Vryheid)	2 guards x Day shift	R	R
		2 guards x Night shift	R	R
3.	King Cetshwayo (Empangeni)	2 guards x Day shift	R	R
		2 guards x Night shift	R	R
4.	uThukela (Ladysmith)	2 guards x Day shift	R	R
		2 guards x Night shift	R	R
5.	uMzinyathi (Dundee)	2 guards x Day shift	R	R
		2 guards x Night shift	R	R
6.	Amajuba (Newcastle)	2 guards x Day shift	R	R
		2 guards x Night shift	R	R
7.	Umgungundlovu (Pietermaritzburg)	2 guards x Day shift	R	R
		2 guards x Night shift	R	R
8.	Ugu (Port Shepstone)	2 guards x Day shift	R	R
		2 guards x Night shift	R	R
9.	Harry Gwala (Kokstad)	2 guards x Day shift	R	R
		2 guards x Night shift	R	R

NO.	DISTRICT	NO. OF GRADE C ARMED GUARDS REQUIRED PER 12 HOUR SHIFT (Inclusive of 2 way radios)	PRICE PER GUARD PER SHIFT INCLUSIVE OF OVERHEADS	TOTAL COST PER SHIFT FOR 2 GUARDS INCLUSIVE OF OVERHEADS
10.	Umlazi (Truro House – Durban)	2 guards x Day shift	R	R
		2 guards x Night shift	R	R
11.	Pinetown	2 guards x Day shift	R	R
		2 guards x Night shift	R	R
12.	Ilembe (Kwadukuza)	2 guards x Day shift	R	R
		2 guards x Night shift	R	R
SUB-TOTAL				R
VAT				R
TOTAL				R

SECTION A- MAY/JUNE EXAMINATIONS

PART C

DELIVERY OF EXAMINATION QUESTION PAPERS AND ANSWER BOOKLETS FROM DISTRICT OFFICES TO DISTRIBUTION POINTS AND BACK TO DISTRICT OFFICES (AN ESTIMATED 2 RETURN TRIPS PER DAY)

NO.	A DISTRICT	B Number of distribution points per district (This quantity is indicative and should not be used for calculations)	C Rate per km for an unmarked escort 4x4 LDV to accompany District Officials on a return trip per day (morning/afternoon) from district office to distribution points and back to district office (One 4x4 LDV per distribution point)	D Unit price per return trip (Including overheads) for 1 armed Guard (Grade C) per vehicle	E Unit price for 1 driver per vehicle per return trip	F Total F = sum of (C+D+E)
1.	Umkhanyakude (Mkhuze)	13	R	R	R	R
2.	Zululand (Vryheid)	7	R	R	R	R
3.	King Cetshwayo (Empangeni)	10	R	R	R	R
4.	uThukela (Ladysmith)	5	R	R	R	R
5.	uMzinyathi (Dundee)	5	R	R	R	R
6.	Amajuba (Newcastle)	8	R	R	R	R
7.	Umgungundlovu (Pietermaritzburg)	14	R	R	R	R
8.	Ugu (Port Shepstone)	10	R	R	R	R
9.	Harry Gwala (Kokstad)	8	R	R	R	R
10.	Umlazi (Truro House – Durban)	7	R	R	R	R

NO.	A DISTRICT	B Number of distribution points per district (This quantity is indicative and should not be used for calculations)	C Rate per km for an unmarked escort 4x4 LDV to accompany District Officials on a return trip per day (morning/afternoon) from district office to distribution points and back to district office (One 4x4 LDV per distribution point)	D Unit price per return trip (Including overheads) for 1 armed Guard (Grade C) per vehicle	E Unit price for 1 driver per vehicle per return trip	F Total F = sum of (C+D+E)
11.	Pinetown	6	R	R	R	R
12.	Ilembe (Kwadukuza)	8	R	R	R	R
Sub-total						R
VAT (15%)						R
Total						R

SECTION A- MAY/JUNE EXAMINATIONS

PART D

PROVISION OF SECURITY SERVICES AT THE FOLLOWING DISTRIBUTION POINTS FOR AN ESTIMATED PERIOD OF 50 DAYS

No.	District	No. of armed day guards (Grade C)	Unit price per guard per day shift (inclusive of overheads)	Total Price for all guards per day
1	Umkhanyakude (Mkhuze)	13	R	R
2	Zululand (Vryheid)	7	R	R
3	King Cetshwayo (Empangeni)	10	R	R
4	uThukela (Ladysmith)	5	R	R
5	uMzinyathi (Dundee)	5	R	R
6	Amajuba (Newcastle)	8	R	R
7	Umgungundlovu (Pietermaritzburg)	14	R	R
8	Ugu (Port Shepstone)	10	R	R
9	Harry Gwala (Kokstad)	8	R	R
10	Umlazi (Truro House – Durban)	7	R	R
11	Pinetown	6	R	R
12	Ilembe (Kwadukuza)	8	R	R
Sub-total				R
VAT at 15%				R
Grand total for Part D				R

SECTION A - MAY/JUNE EXAMINATIONS

PART E

DELIVERY OF ANSWER SCRIPTS FROM EACH OF THE 12 DISTRICT OFFICES TO 32 MARKING CENTRES

No.	A District Offices	B Rate per km for an 8 ton closed truck (inclusive of fuel and amount of toll fees, one (1) cellular phone, padlocks , seals, security bolt and bolt cutter)	C Rate per km for an unmarked sedan vehicle (inclusive of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone	D Unit price for Armed Guard (Grade C) inclusive of overheads per trip	E Unit price for Unarmed Guard (Grade D) inclusive of overheads per trip	F Unit price per truck driver per trip	G Unit price per sedan driver per trip	H Total H = sum of (B+C+D+E+F+ G)
1.	Umkhanyakude (Mkhuze)	R	R	R	R	R	R	R
2.	Zululand (Vryheid)	R	R	R	R	R	R	R
3.	King Cetshwayo (Empangeni)	R	R	R	R	R	R	R
4.	uThukela (Ladysmith)	R	R	R	R	R	R	R
5.	uMzinyathi (Dundee)	R	R	R	R	R	R	R
6.	Amajuba (Newcastle)	R	R	R	R	R	R	R
7.	Umgungundlovu (Pietermaritzburg)	R	R	R	R	R	R	R
8.	Ugu (Port Shepstone)	R	R	R	R	R	R	R
9.	Harry Gwala (Kokstad)	R	R	R	R	R	R	R
10.	Umlazi (Truro House – Durban)	R	R	R	R	R	R	R

	A	B	C	D	E	F	G	H
No.	District Offices	Rate per km for an 8 ton closed truck (inclusive of fuel and amount of toll fees, one (1) cellular phone, padlocks , seals, security bolt and bolt cutter)	Rate per km for an unmarked sedan vehicle (inclusive of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone	Unit price for Armed Guard (Grade C) inclusive of overheads per trip	Unit price for Unarmed Guard (Grade D) inclusive of overheads per trip	Unit price per truck driver per trip	Unit price per sedan driver per trip	Total H = sum of (B+C+D+E+F+G)
11.	Pinetown	R	R	R	R	R	R	R
12.	Ilembe (Kwadukuza)	R	R	R	R	R	R	R
Sub-Total								R
VAT (15%)								R
Total								R

SECTION A- MAY/JUNE EXAMINATIONS

PART F

DELIVERY OF ANSWER SCRIPTS FROM 32 MARKING CENTRES TO 12 DISTRICT OFFICES

NO.	MARKING CENTRES	A Rate per km for an 8 ton closed truck for 1 trip (incl. of fuel and amount of toll fees, one (1) cellular phone, padlocks, seals, security bolt and bolt cutter)	B Rate per km for an unmarked sedan vehicle (incl. of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone)	C Unit price for Armed guard (Grade C) inclusive of overheads per trip	D Unit price for Unarmed guard (Grade D) inclusive of overheads per trip	E Unit price per truck Driver per trip	F Unit price per sedan driver per trip	H TOTAL
1.	Adams College	R	R	R	R	R	R	R
2.	Am Moolla Spes Nova School	R	R	R	R	R	R	R
3.	Anton Lembede Mst Academy	R	R	R	R	R	R	R
4.	Dlangezwa High School	R	R	R	R	R	R	R
5.	Durban High School	R	R	R	R	R	R	R
6.	Empangeni High School	R	R	R	R	R	R	R
7.	Esayidi Tvet College – Gamalakhe Campus	R	R	R	R	R	R	R
8.	Eshowe High School	R	R	R	R	R	R	R

NO.	MARKING CENTRES	A Rate per km for an 8 ton closed truck for 1 trip (incl. of fuel and amount of toll fees, one (1) cellular phone, padlocks, seals, security bolt and bolt cutter)	B Rate per km for an unmarked sedan vehicle (incl. of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone	C Unit price for Armed guard (Grade C) inclusive of overheads per trip	D Unit price for Unarmed guard (Grade D) inclusive of overheads per trip	E Unit price per truck Driver per trip	F Unit price per sedan driver per trip	H TOTAL
9.	Estcourt High School	R	R	R	R	R	R	R
10.	Glenwood High School	R	R	R	R	R	R	R
11.	Haythorne Secondary School	R	R	R	R	R	R	R
12.	Inanda Seminary School	R	R	R	R	R	R	R
13.	Ixopo High School	R	R	R	R	R	R	R
14.	Kokstad College	R	R	R	R	R	R	R
15.	Ladysmith High School	R	R	R	R	R	R	R
16.	Linpark High School	R	R	R	R	R	R	R
17.	Mandla Mthethwa School Of Excellence	R	R	R	R	R	R	R

NO.	MARKING CENTRES	A	B	C	D	E	F	H
		Rate per km for an 8 ton closed truck for 1 trip (incl. of fuel and amount of toll fees, one (1) cellular phone, padlocks, seals, security bolt and bolt cutter)	Rate per km for an unmarked sedan vehicle (incl. of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone	Unit price for Armed guard (Grade C) inclusive of overheads per trip	Unit price for Unarmed guard (Grade D) inclusive of overheads per trip	Unit price per truck Driver per trip	Unit price per sedan driver per trip	TOTAL
18.	Maritzburg College	R	R	R	R	R	R	R
19.	Mount Currie Senior Secondary School	R	R	R	R	R	R	R
20.	Northwood School	R	R	R	R	R	R	R
21.	Pietermaritzburg Girls High School	R	R	R	R	R	R	R
22.	Pionier High School	R	R	R	R	R	R	R
23.	Port Shepstone Senior Pmy. School	R	R	R	R	R	R	R
24.	Sarel Cilliers High School	R	R	R	R	R	R	R
25.	Siyamukela High School	R	R	R	R	R	R	R
26.	Suid Natal High School	R	R	R	R	R	R	R

NO.	MARKING CENTRES	A	B	C	D	E	F	H
		Rate per km for an 8 ton closed truck for 1 trip (incl. of fuel and amount of toll fees, one (1) cellular phone, padlocks, seals, security bolt and bolt cutter)	Rate per km for an unmarked sedan vehicle (incl. of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone	Unit price for Armed guard (Grade C) inclusive of overheads per trip	Unit price for Unarmed guard (Grade D) inclusive of overheads per trip	Unit price per truck Driver per trip	Unit price per sedan driver per trip	TOTAL
27.	Umfolozi Tvet College- Esikhawini Campus	R	R	R	R	R	R	R
28.	Umlazi Comprehensive Technical High School	R	R	R	R	R	R	R
29.	Vn Naik School for the Deaf	R	R	R	R	R	R	R
30.	Vryheid Comprehensive High School	R	R	R	R	R	R	R
31.	Vryheid High School	R	R	R	R	R	R	R
32.	Vukile High School	R	R	R	R	R	R	R
Sub-Total								R
VAT (15%)								R
Total								R

SECTION B – OCTOBER/DECEMBER EXAMINATIONS

PART A

DELIVERY OF EXAMINATION QUESTION PAPERS FROM MALGATE BUILDING IN DURBAN TO TWELVE DISTRICT OFFICES

NO.	A	B	C	D	E	F	G	H
	DISTRICT	Unit price for 12 ton closed truck for 1 trip (incl. of fuel and amount of toll fees, one (1) cellular phone, padlocks, seals, security bolt and bolt cutter)	Unit price for Unmarked sedan vehicle (incl. of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone for 1 trip	Unit price for Armed guard (Grade C) inclusive of overheads per trip	Unit price for Unarmed guard (Grade D) inclusive of overheads per trip	Unit price per Truck Driver per day	Unit price per Sedan Driver per day	TOTAL H = SUM OF (B+C+D+E+F+G)
1.	Umkhanyakude (Mkhuze)	R	R	R	R	R	R	R
2.	Zululand (Vryheid)	R	R	R	R	R	R	R
3.	King Cetshwayo (Empangeni)	R	R	R	R	R	R	R
4.	uThukela (Ladysmith)	R	R	R	R	R	R	R
5.	uMzinyathi (Dundee)	R	R	R	R	R	R	R
6.	Amajuba (Newcastle)	R	R	R	R	R	R	R
7.	Umgungundlovu (Pietermaritzburg)	R	R	R	R	R	R	R
8.	Ugu (Port Shepstone)	R	R	R	R	R	R	R
9.	Harry Gwala (Kokstad)	R	R	R	R	R	R	R
10.	Umlazi (Truro House – Durban)	R	R	R	R	R	R	R
11.	Pinetown	R	R	R	R	R	R	R

NO.	A	B	C	D	E	F	G	H
	DISTRICT	Unit price for 12 ton closed truck for 1 trip (incl. of fuel and amount of toll fees, one (1) cellular phone, padlocks, seals, security bolt and bolt cutter)	Unit price for Unmarked sedan vehicle (incl. of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone for 1 trip	Unit price for Armed guard (Grade C) inclusive of overheads per trip	Unit price for Unarmed guard (Grade D) inclusive of overheads per trip	Unit price per Truck Driver per day	Unit price per Sedan Driver per day	TOTAL H = SUM OF (B+C+D+E+F+G)
12.	Ilembe (Kwadukuza)	R	R	R	R	R	R	R
Sub-Total								R
VAT (15%)								R
Total								R

SECTION B – OCTOBER/DECEMBER EXAMINATIONS

PART B

PROVISION OF SECURITY SERVICES AT DISTRICT OFFICES FOR AN ESTIMATED PERIOD OF 50 DAYS

NO.	DISTRICT	NO. OF GRADE C ARMED GUARDS REQUIRED PER 12 HOUR SHIFT	PRICE PER GUARD PER SHIFT	TOTAL COST PER SHIFT INCLUSIVE OF OVERHEADS
1.	UMKHANYAKUDE	2 x Day shift	R	R
		2 x Night shift	R	R
2.	ZULULAND	2 x Day shift	R	R
		2 x Night shift	R	R
3.	KING CETSHWAYO	2 x Day shift	R	R
		2 x Night shift	R	R
4.	UTHUKELA	2 x Day shift	R	R
		2 x Night shift	R	R
5.	UMZINYATHI	2 x Day shift	R	R
		2 x Night shift	R	R
6.	AMAJUBA	2 x Day shift	R	R
		2 x Night shift	R	R
7.	UMGUNGUNDLOVU	2 x Day shift	R	R
		2 x Night shift	R	R
8.	UGU	2 x Day shift	R	R
		2 x Night shift	R	R

NO.	DISTRICT	NO. OF GRADE C ARMED GUARDS REQUIRED PER 12 HOUR SHIFT	PRICE PER GUARD PER SHIFT	TOTAL COST PER SHIFT INCLUSIVE OF OVERHEADS
9.	HARRY GWALA	2 x Day shift	R	R
		2 x Night shift	R	R
10.	UMLAZI	2 x Day shift	R	R
		2 x Night shift	R	R
11.	PINETOWN	2 x Day shift	R	R
		2 x Night shift	R	R
12.	ILEMBE	2 x Day shift	R	R
		2 x Night shift	R	R
SUB-TOTAL				R
VAT				R
TOTAL				R

SECTION B – OCTOBER/DECEMBER EXAMINATIONS

PART C

DELIVERY OF EXAMINATION QUESTION PAPERS AND ANSWER BOOKLETS FROM DISTRICT OFFICES TO DISTRIBUTION POINTS AND BACK TO DISTRICT OFFICES (2X RETURN TRIPS)

NO.	A DISTRICT	B Number of distribution points per district (This quantity is indicative and should not be used for Total)	C Unmarked escort 4x4 LDV to accompany District Officials on 2 return trips per day (morning/afternoon) from district office to distribution points and back to district office (1 4x4 LDV per distribution point)	D Unit price (Including overheads) for 1 armed Guard (Grade C) per vehicle	E Unit price for 1 driver per vehicle	F Total F = sum of (C+D+E)
1.	Umkhanyakude (Mkhuze)	13	R	R	R	R
2.	Zululand (Vryheid)	7	R	R	R	R
3.	King Cetshwayo (Empangeni)	10	R	R	R	R
4.	uThukela (Ladysmith)	5	R	R	R	R
5.	uMzinyathi (Dundee)	5	R	R	R	R
6.	Amajuba (Newcastle)	8	R	R	R	R
7.	Umgungundlovu (Pietermaritzburg)	14	R	R	R	R
8.	Ugu (Port Shepstone)	10	R	R	R	R
9.	Harry Gwala (Kokstad)	8	R	R	R	R
10.	Umlazi (Truro House – Durban)	7	R	R	R	R

NO.	A DISTRICT	B Number of distribution points per district (This quantity is indicative and should not be used for Total)	C Unmarked escort 4x4 LDV to accompany District Officials on 2 return trips per day (morning/afternoon) from district office to distribution points and back to district office (1 4x4 LDV per distribution point)	D Unit price (Including overheads) for 1 armed Guard (Grade C) per vehicle	E Unit price for 1 driver per vehicle	F Total F = sum of (C+D+E)
11.	Pinetown	6	R	R	R	R
12.	Ilembe (Kwadukuza)	8	R	R	R	R
Sub-total						
VAT (15%)						
Total						

SECTION B – OCTOBER/DECEMBER EXAMINATIONS

PART D

PROVISION OF SECURITY SERVICE AT THE FOLLOWING DISTRIBUTION POINTS FOR AN ESTIMATED PERIOD OF 50 DAYS

No.	District	No. of armed day guards (Grade C)	Unit price per guard per day shift (inclusive of overheads)	Total Price for all guards per day
1	Umkhanyakude (Mkhuze)	13	R	R
2	Zululand (Vryheid)	7	R	R
3	King Cetshwayo (Empangeni)	10	R	R
4	uThukela (Ladysmith)	5	R	R
5	uMzinyathi (Dundee)	5	R	R
6	Amajuba (Newcastle)	8	R	R
7	Umgungundlovu (Pietermaritzburg)	14	R	R
8	Ugu (Port Shepstone)	10	R	R
9	Harry Gwala (Kokstad)	8	R	R
10	Umlazi (Truro House – Durban)	7	R	R
11	Pinetown	6	R	R
12	Ilembe (Kwadukuza)	8	R	R
Sub-total				R
VAT at 15%				R
Grand total for Part D				R

SECTION B – OCTOBER/DECEMBER EXAMINATIONS

PART E

DELIVERY OF ANSWER SCRIPTS FROM EACH OF THE 12 DISTRICT OFFICES TO 32 MARKING CENTRES

No.	A Marking Centre	B Unit price for 12 ton closed truck (inclusive of fuel and amount of toll fees, one (1) cellular phone, padlocks , seals, security bolt and bolt cutter)	C Unit price for unmarked sedan vehicle (inclusive of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone	D Unit price for Armed Guard (Grade C) inclusive of overheads	E Unit price for Unarmed Guard (Grade D) inclusive of overheads	F Unit price per truck driver per day	G Unit price per sedan driver per day	H Total H = sum of (B+C+D+E+F+G)
1.	Umkhanyakude (Mkhuze)	R	R	R	R	R	R	R
2.	Zululand (Vryheid)	R	R	R	R	R	R	R
3.	King Cetshwayo (Empangeni)	R	R	R	R	R	R	R
4.	uThukela (Ladysmith)	R	R	R	R	R	R	R
5.	uMzinyathi (Dundee)	R	R	R	R	R	R	R
6.	Amajuba (Newcastle)	R	R	R	R	R	R	R
7.	Umgungundlovu (Pietermaritzburg)	R	R	R	R	R	R	R
8.	Ugu (Port Shepstone)	R	R	R	R	R	R	R

	A	B	C	D	E	F	G	H
No.	Marking Centre	Unit price for 12 ton closed truck (inclusive of fuel and amount of toll fees, one (1) cellular phone, padlocks , seals, security bolt and bolt cutter)	Unit price for unmarked sedan vehicle (inclusive of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone	Unit price for Armed Guard (Grade C) inclusive of overheads	Unit price for Unarmed Guard (Grade D) inclusive of overheads	Unit price per truck driver per day	Unit price per sedan driver per day	Total H = sum of (B+C+D+E+F+G)
9.	Harry Gwala (Kokstad)	R	R	R	R	R	R	R
10.	Umlazi (Truro House – Durban)	R	R	R	R	R	R	R
11.	Pinetown	R	R	R	R	R	R	R
12.	Ilembe (Kwadukuza)	R	R	R	R	R	R	R
Sub-Total								R
VAT (15%)								R
Total								

SECTION B – OCTOBER/DECEMBER EXAMINATIONS

PART F

DELIVERY OF ANSWER SCRIPTS FROM 32 MARKING CENTRES TO 12 DISTRICT OFFICES

NO.	Marking Centre	A Unit price for 12 ton closed truck for 1 trip (incl. of fuel and amount of toll fees, one (1) cellular phone, padlocks, seals, security bolt and bolt cutter)	B Unit price for Unmarked sedan vehicle (incl. of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone	C Unit price for Armed guard (Grade C) inclusive of overheads	D Unit price for Unarmed guard (Grade D) inclusive of overheads	E Unit price per truck Driver per day	F Unit price per sedan driver per day	H TOTAL
1.	Adams College	R	R	R	R	R	R	R
2.	Am Moolla Spes Nova School	R	R	R	R	R	R	R
3.	Anton Lembede Mst Academy	R	R	R	R	R	R	R
4.	Dlangezwa High School	R	R	R	R	R	R	R
5.	Durban High School	R	R	R	R	R	R	R
6.	Empangeni High School	R	R	R	R	R	R	R
7.	Esayidi Tvet College – Gamalakhe Campus	R	R	R	R	R	R	R
8.	Eshowe High School	R	R	R	R	R	R	R
9.	Estcourt High School	R	R	R	R	R	R	R

NO.	Marking Centre	A Unit price for 12 ton closed truck for 1 trip (incl. of fuel and amount of toll fees, one (1) cellular phone, padlocks, seals, security bolt and bolt cutter)	B Unit price for Unmarked sedan vehicle (incl. of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone	C Unit price for Armed guard (Grade C) inclusive of overheads	D Unit price for Unarmed guard (Grade D) inclusive of overheads	E Unit price per truck Driver per day	F Unit price per sedan driver per day	H TOTAL
10.	Glenwood High School	R	R	R	R	R	R	R
11.	Haythorne Secondary School	R	R	R	R	R	R	R
12.	Inanda Seminary School	R	R	R	R	R	R	R
13.	Ixopo High School	R	R	R	R	R	R	R
14.	Kokstad College	R	R	R	R	R	R	R
15.	Ladysmith High School	R	R	R	R	R	R	R
16.	Linpark High School	R	R	R	R	R	R	R
17.	Mandla Mthethwa School Of Excellence	R	R	R	R	R	R	R
18.	Maritzburg College	R	R	R	R	R	R	R
19.	Mount Currie Senior Secondary School	R	R	R	R	R	R	R

		A	B	C	D	E	F	H
NO.	Marking Centre	Unit price for 12 ton closed truck for 1 trip (incl. of fuel and amount of toll fees, one (1) cellular phone, padlocks, seals, security bolt and bolt cutter)	Unit price for Unmarked sedan vehicle (incl. of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone	Unit price for Armed guard (Grade C) inclusive of overheads	Unit price for Unarmed guard (Grade D) inclusive of overheads	Unit price per truck Driver per day	Unit price per sedan driver per day	TOTAL
20.	Northwood School	R	R	R	R	R	R	R
21.	Pietermaritzburg Girls High School	R	R	R	R	R	R	R
22.	Pionier High School	R	R	R	R	R	R	R
23.	Port Shepstone Senior Pmy. School	R	R	R	R	R	R	R
24.	Sarel Cilliers High School	R	R	R	R	R	R	R
25.	Siyamukela High School	R	R	R	R	R	R	R
26.	Suid Natal High School	R	R	R	R	R	R	R
27.	Umfolozi TVET College- Esikhawini Campus	R	R	R	R	R	R	R
28.	Umlazi Comprehensive Technical High School	R	R	R	R	R	R	R
29.	Vn Naik School for the Deaf	R	R	R	R	R	R	R

		A	B	C	D	E	F	H
NO.	Marking Centre	Unit price for 12 ton closed truck for 1 trip (incl. of fuel and amount of toll fees, one (1) cellular phone, padlocks, seals, security bolt and bolt cutter)	Unit price for Unmarked sedan vehicle (incl. of fuel and amount of toll fees, one (1) mobile radio and one (1) cellular phone	Unit price for Armed guard (Grade C) inclusive of overheads	Unit price for Unarmed guard (Grade D) inclusive of overheads	Unit price per truck Driver per day	Unit price per sedan driver per day	TOTAL
30.	Vryheid Comprehensive High School	R	R	R	R	R	R	R
31.	Vryheid High School	R	R	R	R	R	R	R
32.	Vukile High School	R	R	R	R	R	R	R
Sub-Total								R
VAT (15%)								R
Total								R

DISTRIBUTION POINTS					
NO.	NODAL/DISTRIBUTION POINT DETAILS	NUMBER OF SCHOOLS SERVICED	DISTRIBUTION POINT MANAGER	CONTACT NUMBER	
DISTRICT			KING CETSHWAYO		
01	IMFOLOZI CMC	38	Mrs. F.T.M. Hlongwane	083 248 3114	
02	MTHONJANENI CMC	47	Mr. P.V Dube	079 896 3435	
03	UMHLATHUZE CMC	33	Mr. A.T Zikhali	083 513 6114	Same as Mtunzini Circuit
04	UMLALAZI CMC	33	MRS. N.T GUMEDE	061 451 6750	Same as Eshowe Circuit
05	INKANDLA CMC	22	MR B.R MNGOMA	082 664 7587	
06	MATHOLAMNYAMA H	03	MR T.R. NGELEKE	076 729 1102	
07	MNYAKANYA HIGH	10	MRS T.N MKHIZE	076 381 0794	
08	NGONO HIGH	05	MR S.P GINA	072 943 6919	
09	NGWEKAZI HIGH	05	MS N.F GWALA	072 545 0549	
10	NTUTHUKO PRIMARY	10	SR P.S SHEZI	082 978 2763	
ILEMBE DISTRICT					
11	ILEMBE DISTRICT EXAMS	07	Mr. PGH Ntumba	084 406 5675	
12	MAPHUMULO	29	Ms. PN Gumede	063 517 4594	
13	KRANSKOP	06	Mr. JT Ngidi	076 459 1200	Has replaced Ntunjambili
14	STANGER	26	Mr. S Moodley	083 329 5172	
15	MANDINI ACADEMY	15	Mr L P Hlatshwayo	076 141 5542	
16	ISANDLWANA	5	Ms. N Mthembu	071 218 9250	
17	NDWEDWE	21	Mr. TV Gumbi	082 685 1999	
18	QINISANI	23	Mr. BS Shezi	071 536 4200	
PINETOWN DISTRICT					
19	Verulam Sec School	18	Mr N. Kandhaie	083 776 4605	
20	Hammarisdale Circuit Office	24	Mrs P.K. Zondi	0829577499	
21	Pinetown Girls High	31	Miss B Sewlall	083 794 9999	

22	Hillcrest High	16	Mr V. Budhai	083 777 6553	
23	V. N. Naik School for Deaf	31	Mrs A.Z. Zuma	073 143 1194	Replaced kwamashu circuit office
24	Phoenix Circuit Office	18	Mrs T.P. Nkosi	072 994 4662	Same as phoenix circuit office
UGU DISTRICT					
25	UGU DISTRICT EXAMS	21	P.N GEMA	073 826 5229	
26	DUDUDU CIRCUIT OFFICE	12	L.C VEZI	083 617 2268	Escorted by 1 x vehicle which start at Dududu then Scottburgh and or vice versa
27	SCOTTBURGH HIGH SCHOOL	10	Ramraj	083 395 9142	
28	ESAYIDI CIRCUIT OFFICE	16	B.R MOKOENA	063 589 5254	Same as Gamalakhe Circuit Office
29	EZINGOLWENI RESOURCE CENTRE	14	Z.D DLAMINI	079 568 1013	
30	HARDING SECONDARY SCHOOL	13	S.N KHESWA	083 789 1054	
31	PHUNGASHE RESOURCE CENTRE	10	S.H.H. DLAMINI	083 673 3990	
32	SIPHAPHEME	7	I.M MKIZE	083 448 2810	Additional distribution point
33	TURTON CIRCUIT OFFICE	18	C.N ZAMISA	082 850 2529	
34	VUMANDABA HIGH SCHOOL	12	K. MOONSAMY	083 789 5172	
UMGUNGUNDLOVU DISTRICT					
35	130 BOOM STREET (OFFICE)	38	T.D. Sibaya	0829274091	Replaced Msunduzi CMC
36	EKHUKHANYENI SPEC. SCH.	12	M.R. Sishi	0844680387	
37	FAIRLEIGH PRIMARY SCH	10	B. Zuma	0721769269	Replaced Eston Primary
38	APPELSBOSCH J. PRIM. SCH	4	P.H. Sibisi	0720811343	
39	GEORGENAU COMBINED SCH	16	N.M. Conco	0835952706	
40	SITHUNJWANA PRIMARY SCH	12	N. Khuboni	0617386133	Replaced Siyazama
41	VULINDLELA CMC OFFICE	15	S.B. Duma	0730840598	
42	RICHMOND CIRCUIT OFFICE	65	L. Shazi	0785677526	
43	HOWICK HIGH SCHOOL	11	L. Farqharson	0825338163	
44	MOOI RIVER CIRCUIT OFFICE	7	T. Madlala	0793852157	Replaced Weston Agri
45	GREYTOWN CIRCUIT OFFICE	1	M.A. Sosibo	0662719831	

46	MBUTHISWENI PS	6	F.Y. Ngcongo	0764010118	Replaced Thusong Inhlazuka
47	UNOBHALA HIGH SCHOOL	6	S.T. Ndlovu	0822981862	
48	WOODLANDS SEC SCHOOL	14	S. Reddy	0711868484	Replaced Wa Lewitt
UMKHANYAKUDE DISTRICT					
49	District Exams Office	09	Dlamini C.N.	076 679 9280	
50	Hlabisa Circuit Office	30	Shandu N.G.	082 875 6487	
51	Masibonisane High School	09	Mtshali N.V.N.	082 531 4804	Additional distribution point
52	Intuthuko Special School	13	Myeni S.P.	072 694 4577	Replaced Mbopha
53	Sinethezekile High School	14	Mngomezulu M.S.	072 425 2703	
54	Mbazwana Educ. Centre	16	Shange N.M.	072 638 4114	
55	Umhlabuyalingana CMC Office	19	Tembe S.T.	076 105 5019	Same as Manguzi education centre
56	Bangizwe Educ. Centre	07	Mdluli Z.B	076 681 8445	
57	Macabuzela Full Service School	06	Nsimbi M.V	082 484 4360	
58	Ingwavuma Circuit Office	26	Ngubane N.N.	082 482 6888	
59	Sibhamu High School	07	Vumase S.P.	076 874 9223	
60	Ubombo U-Tech	01	Tembe N.C.	072 116 1711	Inside Swaziland, escort to the Golela Border post
61	Isiphosethu High School	10	Nyawo N.	076 707 5759	
ZULULAND DISTRICT					
62	Bhekuzulu CMC	23	MS. NB NXUMALO	079 750 6921	
63	Khondlo High Sch.	17	MR. DS KUNENE	083 418 4538	
64	Mahlabathini CMC	55	MR. NB NTINI	079 225 1868	
65	Nongoma CMC	60	MR.NE. NGUBENI	072 2916289	
66	Khanyanjalo High Sch.	16	MR. ATO. THWALA	082 9374939	
67	Bambanani High Sch.	14	MR. ZG.NDIMA	083 6747288	
68	Pongola CMC	21	MR. NE. NGUBENI	071 8000473	
UMLAZI DISTRICT					

69	UMLAZI DISTRICT EXAMS	172	Mr V.H. Lalla	0844011044	Vasanthraj.lalla@kzndoe.gov.za
70	UMbumbulu CMC	16	Mr S Maharaj	083 253 7043	Nearer as Sibusisiwe High School
71	Amanzimtoti High	24	Mr SG Mtshali	083 955 1147	
72	Port Natal High School	52	Mr DLT Nkosi	0731810585	Replaced Acton Road
73	Chatsworth Education Centre	34	Ms G.M. Shange	082 859 4985	
74	Northwood High	15	Ms Kogie Joseph	074 422 5025	
75	Phumelela Circuit Office	35	Mr Z.B. Buthelezi	079 676 5201	
AMAJUBA DISTRICT					
76	AMAJUBA DISTRICT EXAMS	16	Miss L.M Ngidi	0833414795	
77	Newcastle CMC	10	Mr L.M Khanyile	0732772913	
78	Dannhauser CMC	10	Mr T.B Mthembu	0783406426	
79	Thubelihle High School	11	Mr M.B Hlatshwayo	0733506882	
80	Utrecht	07	Miss B.A Mbhele	0825407352	Replaced Bersig Isen
81	Siyamukela High School	11	Mrs P.B.H Kubheka	0828837439	Additional distribution point
82	Sizanani	11	Mr A. Thwala	0829374939	
83	Ngcaka Combined Sch.	01	Mr S.E Nkosi	0723701199	Collecting at the District and gets escorted to Noda
UMZINYATHI DISTRICT					
84	Kranskop Circuit	08	Mr R Maharaj	082 452 5424	
85	Msinga Circuit Office	45	Mr E V Shezi	071 279 0650	
86	Mvoti Circuit	23	Ms Z Mkhize	073 645 4748	
87	Nquthu Circuit	43	Ms B Mabaso	081 046 5352	
88	Endumeni Circuit	26	Ms B Mabaso	081 046 5352	
HARRY GWALA DISTRICT					
89	HARRY GWALA DISTRICT EXAMS Office No. 11	8	Ms PG Mbense	083 269 8770	Mt Currie distribution collects at District
90	Zwelinzima	03	T A Mabanti M. Bhengu	082 359 0112 073 875 5254	
91	UMZIMKHULU Circuit	15	Ntlangula SE	082 440 6182	

92	Little Flower	16	Vezasie J.Y.F	083 737 1156	
93	Pholela	14	BBL Nhleko	073 172 2174	
94	UNDERBERG	10	SHEZI HO	081 441 1992/ 082 430 6632	
95	IMPUNGA	12	Mr X.B.E. Zondo	073 237 6221	
96	Creighton	9	Ms S Vahed	082 350 3600	
UTHUKELA DISTRICT					
97	UTHUKELA DISTRICT EXAMS	30	Mr SG Ndlovu	083 540 8002	
98	Ezakheni CMC	23	Ms MN Mabaso	0710286743	
99	Ukhahlamba Educ Centre	33	Mrs K Mbongwa	083 978 6959	
100	Mnambithi CMC	22	Mrs ND Hlongwane	083 234 6694	At Ezakheni
101	Madlala Primary	13	Mrs NA Mdunge	072 525 4196	At Ekuvukeni
102	Escourt CMC	40	Mr ES Khanyile	078 761 4748	

SECTION L

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorized to sign all documents in connection with this bid on behalf of (Name of Close Corporation)
.....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:.....

WITNESSES:

1.....

2.....

B. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on 20....., Mr/Mrs
..... (whose signature appears
below) has been duly authorized to sign all documents in connection with this bid on behalf of
(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

1.

2.....

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading
as

.....
SIGNATURE

.....
DATE

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....

hereby authorizeto sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... SIGNATURE SIGNATURE SIGNATURE
..... DATE DATE DATE

CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative)

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES:

1.

2.....

F JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below)
has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: DATE:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....,

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below)
has been duly authorized to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE:

DATE:

SECTION M

Certificate of Compliance with Bid Documentation

It is certified that I/We

(Name of bidding entity)

- 1) have read through and fully understood all the requirements of the Bid Documents and any other associated documents.
- 2) am/are willing to submit the Bid based on all the Conditions of Contract, as described, and shall comply with all the terms and conditions of this Contract, as well as provide all annexures and schedules stipulated.
- 3) have witnessed the demographics of the Province and studied requirements and acknowledged all restrictions, etc thereto.
- 4) acknowledge, understand and confirm full acceptance of the specification incorporated in this Bid document, and that failure to comply with the submission of a completed bid document as well as failure to submit all relevant Annexures and Schedules will result in the immediate disqualification of the bid submitted.

NAME AND SURNAME IN BLOCK LETTERS: _____
(Duly authorized)

DESIGNATION: _____

SIGNATURE: _____

DATE: _____

SECTION N

PAST / CURRENT EXPERIENCE

A schedule reflecting work secured by the Bidding entity and/ or their individual Directors, members, trustees and partners.

No.	Name of Client	Description of Services / Goods	Contract Value	Start Date	End Date	Contact Person	Telephone No of Contact Person

.....
Surname and Initials of Representative

.....
Signature

OFFICIAL COMPANY STAMP