



KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

Invitation to Tender – ZNT 05 EDTEA 2025/2026

KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs

Suitable and capable service providers are invited to bid for: **APPOINTMENT OF THE SUITABLE SERVICE PROVIDER TO PROVIDE PHYSICAL SECURITY SERVICES AT KZN DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (EDTEA): ZULULAND DISTRICT OFFICE - ULUNDI FOR THE PERIOD OF 36 MONTHS**

Collection of Bid Documents

Bid documents can be downloaded from www.etenders.gov.za / www.kznedtea.gov.za

COMPULSORY Briefing Session (APPLICABLE)

<u>Venue:</u>	<u>Date:</u>	<u>Time:</u>
<u>IFP CAUCUS ROOM, ULUNDI</u>	<u>23 September 2025</u>	<u>10:00</u>

Queries relating to the issue of these documents may be addressed to SCM Office

Tel. No. (033) 264 2579/2862:

E-mail: bids@kznedtea.gov.za

Closing Date: 15 October 2025

The closing time for receipt of Tenders is 11h00.

Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

**KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS
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PART A: INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNT 05 EDTEA 2025/2026	CLOSING DATE:	15 October 2025	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF THE SUITABLE SERVICE PROVIDER TO PROVIDE PHYSICAL SECURITY SERVICES AT KZN DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (EDTEA): ZULULAND DISTRICT OFFICE - ULUNDI FOR THE PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
270 JABU NDLOVU STREET					
PIETERMARITZBURG					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM Office		CONTACT PERSON	Lethiwe Gule	
TELEPHONE NUMBER	(033) 264 2579/2862		TELEPHONE NUMBER	081 749 3927	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	bids@kznedtea.gov.za		E-MAIL ADDRESS	Lethiwe.Gule@kznedtea.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

DATE:

SECTION B: LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

The bidder shall complete and submit the following returnable schedules and documents:

Section/ Schedule	Description	Compulsory (Yes / No)	Non-Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Prospective Service Providers MUST complete the following as per the BID document:							
Part A	Invitation to BID	Yes	Yes	Yes			
Part B	Terms and Conditions for bidding (SBD 1)	Yes	Yes	Yes			
Section C	Special Instructions regarding completion of bid	Yes	Yes	Yes			
Section D	Registration on Central Suppliers Database	Yes	Yes	Yes			
Section E	Declaration that information on Central Suppliers database is correct and up to date	Yes	Yes	Yes			
Section F	Pricing Schedule (SBD 3.1)	Yes	Yes	Yes			
Section G	Pricing schedule (SBD 3.3) (Professional services)	Yes	Yes	Yes			
Section H	Bid Offer	Yes	Yes	Yes			
Section I	Bidder's disclosure form (SBD4)	Yes	Yes	Yes			
Section J	Preference Points Claim Form In terms of the Preferential Procurement Regulations 2022 (OWNERSHIP DEMOGRAPHIC SCHEDULE)			Yes			
Section K	Questionnaire Replies - To be only included when BIDs for goods are involved.			Yes If applicable			
Section L	Official Briefing session form	Yes	Yes	Yes			
Section M	Special Conditions of Contract	Yes	Yes	Yes			
Section N	General Conditions of Contract	Read only					

Section/ Schedule	Description	Compulsory (Yes / No)	Non-Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Section O	Authority to Sign a BID	Yes	Yes	Yes			
Section P	Schedule variations from good and services information			Yes If applicable			
Annexure A	Terms of Reference	Yes	Yes	Yes			
Annexure B	Evaluation Grid	Yes	Yes	Yes			
Annexure C	CV Format	Yes	Yes	Yes			
Annexure D	Statement of exclusivity and availability	Yes	Yes	Yes			

SECTION C: 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.
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. 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. Use of erasable pen is prohibited
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. 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.
18. Bidder must initial each and every page of the bid document.

SECTION D: 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 E: 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:

SBD 3.1

SECTION F: PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

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

Name of bidder.....	Bid number: ZNT 05 EDTEA 2025/2026
Closing Time 11:00	Closing date: 15 October 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

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

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

Initials: _____

SECTION G: PRICING SCHEDULE

(Professional Services)

Name of bidder.....	Bid number... ZNT 05 EDTEA 2025/2026
Closing Time 11:00	Closing date... 15 October 2025

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R.....
 R.....
 R.....
 R.....
 R.....

.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....

R.....
 R.....
 R.....
 R.....
 R.....

..... days
 days
 days
 days
 days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

R.....
 R.....
 R.....
 R.....
 R.....

TOTAL: R.....

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

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R
.....	R
.....	R
.....	R
.....	R

TOTAL: R.....

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract?
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

*YES/NO

.....

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –
(INSERT NAME OF CONTACT PERSON)

Tel:

SECTION H: BID OFFER

(To be completed by Bidder)

BID NUMBER: ZNT 05 EDTEA 2025/2026: APPOINTMENT OF THE SUITABLE SERVICE PROVIDER TO PROVIDE PHYSICAL SECURITY SERVICES AT KZN DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (EDTEA): ZULULAND DISTRICT OFFICE - ULUNDI FOR THE PERIOD OF 36 MONTHS

1. BID PRICE INCLUDING VAT: R.....
2. AMOUNT IN WORDS:
.....
3. TIME FOR COMPLETION/ DELIVERY:calendar months

NAME OF BIDDER: 	SIGNATURE 	DATE:
-------------------------------------	-------------------------------	---------------------------

FOR OFFICE PURPOSES ONLY				
<table border="1" style="margin: auto; background-color: #cccccc;"> <tr> <td style="padding: 5px;">IMPORTANT</td> </tr> <tr> <td style="padding: 5px;">Mark appropriate block with "X"</td> </tr> </table>			IMPORTANT	Mark appropriate block with "X"
IMPORTANT				
Mark appropriate block with "X"				
1. HAVE ANY ALTERATIONS BEEN MADE?	YES	NO		
2. HAS AN ALTERNATIVE BID BEEN SUBMITTED?	YES	NO		
3. IF APPLICABLE: DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION?	YES	NO		

SBD 4

SECTION I: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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.

.....

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.
- 3.5 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.
- 3.6 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.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bid der

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.

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of quotation invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets

- through public auctions; and
 (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Documents to be submitted to claim points
Preference Goal 1- HDI			
African	20		Completed SBD 6.1, Completed ownership demographic form, and CIPC Certificate
Total	20		

4.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

OWNERSHIP DEMOGRAPHIC SCHEDULE

✓ Kindly provide the percentage ownership for each owner according to the following demographic categories; African Male, African Female, Coloured Male, Coloured Female, Indian Male, Indian Female, White Male, White Female, Youth, Disabled, Co-operative and Other.

N O.	ID NUMBER	% AFRICAN		% COLOURED		% INDIAN		% WHITE		% YOUTH	% DISABLED	% CO- OPERATIVE	% OTHER (Specify)
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE				
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
TO TA L													

SECTION K: QUESTIONNAIRE REPLIES

- 1. Are the prices/rates quoted firm?
- 2. Is the delivery period stated firm?
- 3. How will delivery be affected?
- 4. Is the equipment guaranteed for a minimum period of six months?.....
- 5. Are you the accredited agents in the RSA for the manufacture/supply of the goods offered by you?
.....
- 6. What is the address in the RSA (preferably in the Province of KwaZulu-Natal) where machine/goods as offered by you can be inspected under working conditions?
- 7. What is the approximate value of spares carried in stock in the RSA for this particular make and model of machine?
.....
- 8. Where is stock held?
- 9. What facilities exist for the servicing of the machine/goods offered?
.....
- 10. Where are these facilities available?
- 11. What are the names and addresses of the factories where the goods will be manufactured and, if required, inspected?
.....
- 12. Is a special import permit require.....?

.....
SIGNATURE OF BIDDER
(PRINT NAME)

.....
DATE

N.B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE QUOTATION

SECTION L: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

COMPULSORY

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.
Site/building/institution involved: Department of Economic Development, Tourism and Environmental Affairs

Bid No: ZNT 05 EDTEA 2025/2026

Service: APPOINTMENT OF THE SUITABLE SERVICE PROVIDER TO PROVIDE PHYSICAL SECURITY SERVICES AT KZN DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (EDTEA): ZULULAND DISTRICT OFFICE - ULUNDI FOR THE PERIOD OF 36 MONTHS

<u>Venue:</u>	<u>Date:</u>	<u>Time:</u>
<u>IFP CAUCUS ROOM, ULUNDI</u>	<u>23rd of September 2025</u>	<u>10:00</u>

THIS IS TO CERTIFY THAT (NAME).....ON BEHALF OF.....
ATTENDED THE OFFICIAL BRIEFING ON..... (DATE)AND IS THEREFORE FAMILIAR WITH
THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

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SECTION M: SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 36 Months

2. EVALUATION CRITERIA

There are *(four (4) evaluation phases)* main stages in the selection process, namely, **Administrative Compliance, Functionality, Price and Preference points (Specific goals) and Negotiation and Final Award**

2.1 Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Sections A to P. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

CRITERIA	YES	NO	REMARKS
SECTION A PART A	X		
SECTION A PART B	X		
SECTION B	X		
SECTION C			Read only
SECTION D	X		
SECTION E	X		
SECTION F	X		
SECTION G	X		
SECTION H	X		
SECTION I	X		
SECTION J	X		
SECTION K	X		If Applicable
SECTION L	X		
SECTION M	X		
SECTION N			Read only
SECTION O	X		
SECTION P			If applicable

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Valid PSIRA registration for Company & the Director (Grade b) of the company	Provision of valid PSIRA certificate for the company and PSIRA certificate or cards for the Director.	X		
PSIRA Letter of good standing for company	Provide a valid letter of good standing	X		
Valid PSIRA registration for all supervisors	Provision of a valid PSIRA certificates or cards of supervisors.	X		
Certificate of registration with National Bargaining Council for the Private Security Sector	Provision of valid registration certificate	X		
Provident Fund	Provide a valid Private Security compliance certificate or compliance letter; if no work has been done, provide the new entrance letter	X		
National Bargaining Council	1. Security bargaining council registration certificate and letter of good standing. 2. Security medical aid fund registration certificate.	X		
Firearm License for company	Provide copies of valid firearm license for the organisation	X		
Firearm Competency for all supervisors.	Provide copies of supervisor's firearm competencies issued by SAPS.	X		
Proof of compliance with sectorial determination (Payslips)	Provide 2 copies of payslips (Grade B & C) for at least one month but not older than 3 months	X		
COIDA	Provide a valid letter of good standing.	X		

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Public Liability Cover for R3 000 000.00	Provide proof of insurance cover or quotation for the liability cover if there is no policy in place	X		
Communication Radio Control System for the company	ICASA License or lease agreement together with the service provider providers ICASA approval certificate who is leasing out the communication devices.	X		

2.2 Step 2 - Functionality

This bid will be evaluated on functionality. Bidders are to obtain a minimum qualifying score of 60% in order to proceed to the next stage of evaluation.

2.3 Step 3 - Preferential Point Evaluation

This bid will be evaluated using the 80/20/ preference point system. (SBD 6.1 to be completed in order to claim preference points as per specific goals stipulated. In order to claim points, required proof for each specific goal should be attached together with this bid. Failure to provide documents will result in non-allocation of preference points.

Specific goals	Direct Preference Points (80/20)	Documents required to determine specific goals respectively
Preference Goal 1- HDI		
African	20	Completed SBD 6.1, Completed ownership demographic form, and CIPC Certificate
Total Points for development Objectives	20	

2.4 Step 4 - Negotiation and Final Award

Where applicable the department reserves the right to negotiate price with the recommended bidder.

3 BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

- 1.1 The bidder must, within five working days of receipt of the **notification** of an award, deliver written notification of an intention to appeal.

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- 1.2 All award notifications will be published on the departmental website, and where applicable in the relevant newspapers. Service providers will also be notified through an official notification letter.**
- 1.3 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 1.4 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 1.5 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 1.6 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.
- 1.7 Award notification on the e-tender portal will only be published once a confirmation of no appeals has been received from Provincial Treasury, therefore, no appeals will be considered after the award information has been published on the E-Tender portal.**

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

SECTION N: 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

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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 that 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.

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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:

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

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

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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9. Packing

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

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- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

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

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

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

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

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

16 Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

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obligation under the contract.

21 Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22 Penalties

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

23 Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction

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should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5** Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6** If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24 Anti-dumping and countervailing duties and rights

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

25 Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 Termination for insolvency

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

27 Settlement of Disputes

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27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30 Applicable law

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

31 Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32 Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid

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the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33 National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 19

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**SECTION O: AUTHORITY TO SIGN A BID
AUTHORITY TO SIGN A BID**

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....
 hereby authorise Mr/Mrs/Ms
 acting in the capacity of
 whose signature is
 to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:
 Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

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ANNEXURE A (TERMS OF REFERENCE)

**APPOINTMENT OF THE SUITABLE SERVICE PROVIDER TO PROVIDE PHYSICAL SECURITY SERVICES AT
KZN DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (EDTEA):
ZULULAND DISTRICT OFFICE - ULUNDI FOR THE PERIOD OF 36 MONTHS**

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1. Definitions of Acronyms/Glossary

EDTEA	DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS
SMME	SMALL MEDIUM MICRO ENTERPRISES
TOR	TERMS OF REFERENCE
UIF	UNEMPLOYMENT INSURANCE FUND
OB	OCCURRENCE BOOK
PD	PREVIOUSLY DISADVANTAGED
B-BBEE	BROAD BASED BLACK ECONOMIC EMPOWERMENT
CCA	<u>CHARTERED CERTIFIED ACCOUNTANT</u>
SANAS	<u>SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM</u>
PSIRA	<u>PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY</u>
SAPS	SOUTH AFRICAN POLICE SERVICES
COIDA	<u>COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT</u>
ICASA	<u>INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA</u>
MISS	MINIMUM INFORMATION SECURITY STANDARDS
MPSS	MINIMUM PHYSICAL SECURITY STANDARDS
GSSC	GOVERNMENT SECTOR SECURITY COUNCIL

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1. Departmental and Programme Overview

In 1996, the National Government Cabinet approved the MISS Document (Minimum Information Security Standards), which is a Legislative policy that enforces the provision of physical security for the protection of people, assets and information. Furthermore, the Government Sector Security Council (GSSC) launched a directive which clearly outlines the Minimum Physical Security Standards (MPSS) required primarily for National Key Points, Parastatals, Government departments and other different installations. These functions are there to ensure that personnel and assets are secured within the premises of EDTEA. For this reason, the Directorate employs the services of security companies to provide physical security and the installation of electronic access control systems.

2. Purpose of the TOR

The Department is seeking proposals from suitably qualified service providers to provide physical security services for **Zululand District Office - Ulundi for a period of 36 months**.

3. Project Objectives

The objective of the TOR is to source suitably qualified and accredited security companies to provide security services for **Zululand District Office - Ulundi for a period of 36 months**

4.1 Overall Objectives

Organizational Requirements

4.1.1 Supervisors and Security Guards:

- a) Supervisors and security guards must ensure that they have undergone and passed formal security training. (*Provide Grade B and Grade C - PSIRA certificates*)
- b) At all times, supervisors and security guards must present an acceptable image /appearance. Such a requirement implies that the security guards may not indulge in any disorderly conduct while on duty or in public view, while at the department's premises.
- c) Supervisors and security guards must at all times present a dedicated attitude / approach to security, which implies that there shall be no unnecessary arguments with visitors / staff or display of discourteous behaviour towards them.
- d) Supervisors and security guards must be physically healthy and medically fit for the execution of their duties. (*Parade should be conducted for each and every shift*)
- e) Supervisors and security guards must be registered as security officers/ guards, as required by PSIRA.

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- f) Supervisors and security guards must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the department.
- g) Supervisors and security guards are prohibited from reading departmental documents or records in offices or handling them.
- h) No information concerning the departmental activities may be furnished to the public or news media by the bidder and his/her employees.
- i) The Department reserves the right to ascertain from the South African Police Services whether security personnel in his/her employ possess record clearance.
- j) Security personnel must at least possess Record clearances issued by the South African Police Services.

4.1.2. The bidder undertakes to ensure that each member of his security personnel will at all times when on duty be fully equipped with the following:

- a) A neat and clearly identifiable uniform of the company, which will include matching raincoats and overcoats.
- b) A clear identification card of the company with the member's photo, identification and file numbers on it, worn on his/her person at all times.
- c) At his/her headquarters the bidder must keep proper staff files as well as all appropriate documents of all security personnel in his/her service who are employed for rendering the services to the department for inspection by the Internal Control / Security Directorate. The appropriate documents shall include the following: Scholastic, registration and medical certificates and security clearance of all the contractor's personnel.

4.1.3 The bidder must ensure that the following security aids, Site Registers, Forms and Equipment, are available at all times at each site where he/she renders a security service in terms of this contract.

4.1.3.1 OCCURRENCE BOOK

- a) The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors and other occurrences at the site.

COMPULSORY OCCURRENCE BOOK ENTRIES: The security personnel on duty must make the following entries in the Occurrence Book:

- ✓ All listed routine procedures such as patrols undertaken, handing-over of shifts, etc., mentioning the procedure followed, by whom and the time of commencement. These entries must be made clearly legible in black ink;

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- ✓ All occurrences, however important, slight or unusual with reference to the correct time and relevant actions taken. All security personnel activities – especially;
- ✓ Deviations in respect of the duty list – including particulars of the personnel and relevant times;
- ✓ The issue and/or receipt of keys, indicating the time and by whom they were received or to whom they were handed over / delivered;
- ✓ The unlocking or locking of doors and gates, indicating the time and by whom locked or unlocked;
- ✓ The handing-over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries;
- ✓ Occurrence Book read: After the taking-over of shifts, the first-level supervisor must make an entry declaring that he/she read the occurrence book in order to acquaint himself/herself with events that occurred during the previous shift;
- ✓ All visits by supervisors and top management. These entries must be done in red ink;
- ✓ The issue / receipt of documentation, indicating the time by who delivered / to whom issued;
- ✓ STORAGE OF OCCURRENCE BOOK: The bidder shall store the fully completed occurrence book for the duration of the contract; and
- ✓ NOTE: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall be crossed out by a single line and initialled on the side.

4.1.3.2 ADMISSION CONTROL REGISTERS OR FORMS:

- b) The purpose of the admission control register is to have information available at all times regarding persons and vehicles that enter or leave the premises outside of normal working hours, in case occurrences should take place which might lead to a judicial enquiry.
- c) This register must be completed correctly and legibly by the security guards / officer on duty and shall make provision to, but not limited to, the following:
 - ✓ Date;
 - ✓ Admission and exit times of the person or vehicle;
 - ✓ Surname and initials of the person or details of vehicle and driver;
 - ✓ Home or work address;
 - ✓ Official identity / passport number;
 - ✓ Name of person to be visited;
 - ✓ Purpose of visit;
 - ✓ Brand, calibre and number of firearms in visitor's possession (if any); and

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- ✓ Signature of visitor.

4.1.3.3 VEHICLE REGISTRATION/VEHICLE FORMS / HAND HELD WIRELESS BAR CODE READER

This register form must be completed correctly and legibly by the security guard / officer on duty and shall make provision for the following:

- ✓ Date of visit;
- ✓ Admission and exit time of visitor to and from site;
- ✓ Surname and initials of driver;
- ✓ Number of passengers;
- ✓ Registration numbers of the vehicle;
- ✓ Brand, calibre and number of firearms in the vehicle (if any);
- ✓ Signature of driver; and
- ✓ Departing of vehicles to be searched on a random basis.

4.1.3.4 STORAGE OF PEDESTRIAN AND VEHICLE REGISTERS

- ✓ The contractor must store the fully entered pedestrian and vehicle registers and forms for the duration of the contract.

4.1.4 NOTEBOOK:

- a) The purpose of the notebook is to note down all incidents occurring or observations made by a security guard / officer during a turn of duty, for later reference.
- b) REQUIREMENT: During their turns of duty, all security personnel must have a notebook on their persons.
- c) The following information must be noted down in the notebooks (All occurrences / events, however important, slight or unusual, referring to the following):
 1. Reporting on and off duty;
 2. Time of occurrence or event;
 3. Extent of occurrence or event;
 4. Relevant occurrence book serial number with due allowance; and
 5. Follow-up actions taken in respect of occurrence or event.
- d) COPYING INTO OCCURRENCE BOOK: All relevant information noted down in notebook must immediately or directly after return from a patrol, be copied into the occurrence book.
- e) STORAGE OF NOTEBOOKS: The contractor must store the fully entered notebooks for the duration of the contract.

4.1.5 DUTY LIST

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- a) The purpose of the duty list is to serve as proof, at all reasonable times, that all personnel who should be on duty per shift, are indeed on duty.
- b) DRAWING UP A DUTY LIST: Daily, weekly or monthly duty lists of all security guards on duty must be drawn up by the contractor and kept in the security control office of each site where such service is rendered.
- c) CHANGES TO THE DUTY LIST: Any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book.

4.1.6 DUTY SHEET

The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for this contract.

- ✓ The contractor must have available at the site a fully completed duty sheet per duty point.

4.1.7 TWO-WAY RADIOS

The purpose of radio communication is the establishment of immediate communication between the different duty points and control on the site as well as between Control at the contractor's headquarters.

- ✓ BASE RADIO: See site specification for more particulars
- ✓ HAND CARRIED RADIOS: Serviceable hand carried radios must at all times be provided by the Contractor, as stipulated in the site specifications.

4.1.8 PATROL DUTIES

- a) Patrol the perimeter fence and premises twice (2) hourly during hours of darkness.
- b) Check and report on the following aspects:
 - Conditions of perimeter fence.
 - All external doors are locked after hours.
 - External lights are illuminated during hours of darkness.
 - Broken windows
 - Gas storage areas secure.
 - Official vehicles that are not locked.
 - Any vehicles parked on the premises that appear to have been tampered with.
 - Any incidents that are considered to be unusual.
- c) Each working day the first or second level supervisor must contact the departmental representative at the site in order to verify and handle mutual complaints, problems, bottlenecks and requests concerning the rendering of service. At least once a month formal discussion must be held and minutes of which must be kept by the departmental representative.

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- d) The Contractor must ensure that a senior member of the security company is available to come to the site at all times, particularly in cases of emergency.
- e) No security personnel are allowed to do continuous duty for longer than twelve hours.

4.2. Key Output

- 1) The department is seeking proposals from suitable service providers to provide security services (guarding) at the various **Zululand District Office - Ulundi for a period of 36 months**
- 2) Well manned **EDTEA office** premises professionally guarded main entrances to the building and the alternative entrances on a 24-hour basis;
- 3) Provision of track / patrolling device for routine security patrols to achieve maximum protection of personnel, assets and information on a 24-hour basis;
- 4) Maintain an up-to-date record of State-owned vehicles entering and exiting the office premises;
- 5) Provision of a Hand-held wireless Bar code reader (Identiscan) to control entry and exit of state-owned vehicles, ensuring possession of necessary trip authorization, valid driver's licence and number plates and displaying valid licence;
- 6) Maintain and up-to-date a log sheet and record of inspection of the condition of the car exiting and entering the premises and ensuring that the car is in the same general condition as it left office premises;
- 7) Maintain a register of all vehicles and the general public entering and exiting the building on a 24-hour basis
- 8) Maintain a record of intrusion and Fire detection alarm systems.
- 9) Monthly report on the general state of security at the respective EDTEA office
- 10) premises in the province
- 11) Maintain a record of Covid-19 screening, temperature check of Security Guards and provide monthly reports

5 Scope of Work

5.1 Specific Deliverables

Guard Duties: Security guards will be required to check and report on the following aspects: -

- 5.1.1 To control access to the premises and building by all employees and the general public on a 24-hour basis;
- 5.1.2 To ensure enforcement of COVID 19 regulations and temperature screening of staff, service providers and visitors;
- 5.1.3 To control access to restricted areas and parking areas;

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- 5.1.4 To conduct searches to persons and vehicles in a procedural and professional manner;
- 5.1.5 To control prohibited or unauthorised objects and substances;
- 5.1.6 To seize undeclared or prohibited and dangerous objects on the premises;
- 5.1.7 To conduct escorts, patrols and guard duties on the premises. Any unauthorised persons must be restrained;
- 5.1.8 To manage crowd controlling and directing departmental personnel and visitors during emergency evacuations;
- 5.1.9 To use fire-fighting equipment in case of fire until the arrival of firefighting brigade or emergency rescue unit;
- 5.1.10 To identify threats and risks to departmental assets and personnel. Such assets will include, but not limited to the following:
- ✓ Equipment;
 - ✓ Be able to isolate non-employees;
 - ✓ Communication networks (server, PABXs, etc.), and
 - ✓ Physical security equipment.
- 5.1.11 To conduct surveillance in person or by means of electronic surveillance equipment provided by the Department of Economic Development, Tourism and Environmental Affairs;
- 5.1.12 In terms of Protection of Personal Information Act (POPIA Act), need to ensure proper population of security registers and incident reports;
- 5.1.13 To utilize two-way radios, telephone/cellphones and public address communication systems and respond/react to alarms and emergency sirens; and
- 6.1.14 To actively react to potential intruders and fire detection alarm system

5.2 Specific Tasks and Activities

- 5.2.1 The service provider will have to identify reliable security guards and their replacements/stand-by in order to provide reliable security functions to the said offices. This is important because the MISS specifies that physical security should be provided in order to ensure safety and security of the state's assets and personnel at all times, as follows:
- 5.2.1 The service provider will be responsible to control the entrance of the building, performing access control at all entry and exit points into and out of the office building on a 24-hour basis;
- 5.2.2 Provide security services in respect of personnel, assets and information on a 24-hour basis, including weekends and public holidays;

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5.2.3 Control entrance and exit of all vehicles, and the general public on a 24-hour basis including:

- Access control;
- Reception and escorting service providers;
- Control Room;
- Special measures at control points; and
- Patrolling duties

5.2.4 The service provider is expected to be alert, react to the intruder/s and monitor Fire detection alarms

5.3 Duration and Phasing

5.3.1. The project duration is 36 months

Note: the department reserves the right to change premises in case of lease termination etc. occurring during the duration of the contract

5.3.2 Guard Requirements for various Offices

DAY SHIFT POST	PSIRA GRADE	GENDER	TIMES	GUARDS PER OFFICE	FIREARM	SPECIAL REQUIREMENT
NUMBER OF SECURITY GUARDS FOR DAY SHIFT PER OFFICE						
1.Reception Area	C	M/F	06:00 to 18:00	1	Armed	Firearm Competency
2.Vehicle Entrance	C	M/F	06:00 to 18:00	1	Armed	Firearm Competency
3.Exit Point / Fire Escape Door 1	C	M/F	06:00 to 18:00	1	Armed	Firearm Competency
4.Vehicle entrance/ Basement	C	M/F	06:00 to 18:00		Armed	Firearm Competency
Perimeter Patrol	C	M/F		1	Armed	Firearm Competency
5.On-Site Supervisor	B	M/F	06:00 to 18:00	1	Armed	Firearm Competency
NUMBER OF SECURITY GUARDS FOR NIGHT SHIFT PER OFFICE						
Reception Areas	C	M/F	18:00 to 06:00	1	Armed	Firearm Competency
Vehicle Entrance	C	M/F	18:00 to 06:00	1	Armed	Firearm Competency
Perimeter Patrol	C	M/F	18:00 to 06:00	1	Armed	Firearm Competency
Vehicle entrance/ Basement					Armed	Firearm Competency
3.On-Site Supervisor	B	M/F	18:00 to 06:00	1	Armed	Firearm Competency
TOTAL GUARDS				09		

Please complete the following table:

Key Staff	Name	ID No	Qualifi cation (Grade 12)	Security Grade	No of Years of experienc e in security	Reference and contact details	PSIRA Registration No
Supervisor 1							
Supervisor 2							
Security guard 1							
Security guard 2							
Security guard 3							
Security guard 4							
Security guard 5							
Security guard 6							
Security guard 7							
Security guard 8							

6. Team Composition

Operations Manager and Supervisors - CV's must be submitted.

Job Title	Qualification	Knowledge and Experience
Management	Grade A/B Registered with PSIRA	<ul style="list-style-type: none"> • Must be able to communicate in IsiZulu and English • A minimum of 5 years' managerial experience in security industry
Supervisors	Grade B Registered with PSIRA	<ul style="list-style-type: none"> • Must be able to communicate in IsiZulu and English • 3 - 5 years' experience in being a site supervisor • Competent in firearm handling • Ability to investigate crime

6.1 The Structure and Composition of the Team:

6.1.1 Organization Structure

A clear structure depicting personnel structure must be provided

6.1.2 CV's of Key Personnel:

Operations Manager and Supervisors - CV's must be submitted

Note: Skills and Experience (Key Experts and other Consultants)

- Submission of PSIRA certificate, CV and firearm permit

7. ENTERPRISE EXPERIENCE

Provide a list of projects undertaken by the company in the table below.

- The bidder must provide 3-5 relevant contactable reference letters of the organizations where the bidder has rendered similar services with the value of contract start and end dates.
- The bidder must provide the following documents:
 - PSIRA for company
 - PSIRA letter of good standing
 - Firearm License
 - Communication Radio Control System

The reference letters should entail the information below:-

Name of the Institution	Project Name	Project Description	Project Duration (Start & End Date)	Contact Person	Value of Project

8.REPORTING REQUIREMENTS

The appointed service provider will report directly to the Manager Security Services or to the delegated representative of the department as and when required. Qualitative management of the service / performance must be overseen by the bidder and in line with the agreed upon SLA.

9.BID REQUIREMENTS

9.1. Price Breakdown

In addition, as part of the Proposal/Bid Document, bidders are requested to submit a financial proposal using the example below

SECTION A

Monday- Sunday including Public Holidays	Quantity Required for Day Shift	Monthly Rate per Guard	Total Monthly Rate
GRADE C/D (armed)	04	R	R
GRADE B (Armed)	01	R	R
SUB-TOTAL			R
VAT			R
TOTAL FOR DAY SHIFT			R

--	--

SECTION: B

Monday- Sunday including Public Holidays	Quantity Required for Night Shift	Monthly Rate per Guard	Total Monthly Rate
GRADE C/D (armed)	03	R	R
GRADE B (Armed)	01	R	R
SUB-TOTAL			R
VAT			R
TOTAL FOR NIGHT SHIFT			R

A) TOTAL FOR DAY SHIFT	B) TOTAL FOR NIGHT SHIFT	C) OVERALL PRICE (INCL. VAT) (A) + (B)	D) NUMBER OF MONTHS	E) TOTAL PRICE
(A) R	(B) R	(C) R	12 MONTHS	R

NAME AND SURNAME OF COMPANY REPRESENTATIVE

COMPANY OFFICIAL STAMP

SIGNATURE

DATE

NB: (A) + (B) MUST BE MULTIPLIED BY 12 MONTHS AND INSERTED IN THE COLUMN (E) FOR TOTAL OF YEAR ONE OF 36 MONTHS.

SECTION I: SUMMARY PRICE PAGE FOR YEAR ONE, YEAR TWO AND YEAR THREE

NB: THE BIDDER MUST MAKE A PROVISION FOR THE ESTIMATED PSIRA RATE INCREASE FOR THE DURATION OF CONTRACT

Price FOR YEAR ONE	Price FOR YEAR TWO	Price FOR YEAR THREE	TOTAL BID PRICE PER INSTITUTION TO BE TRANSFERRED TO SECTION H
R	R	R	R
R	R	R	R
R	R	R	R
R	R	R	R
R	R	R	R
R	R	R	R
R	R	R	R
GRAND TOTAL TO BE TRANSFERRED TO SECTION I			R

.....
SURNAME AND INITIALS OF REPRESENTATIVE

.....
DATE

.....
SIGNATURE

<p>COMPANY OFFICIAL STAMP</p>

10 EVALUATION PROCESS

10.1 The Evaluation Process will be conducted in the following phases:

Phase 1	Phase 2	Phase 3	Phase 4
Administrative Compliance	Functionality Requirement	Price and Preference	Negotiation and, Final Award
Compliance with Mandatory Requirements	Bidders will be assessed to verify the capacity/capability to execute the contract or the quality aspects of goods or services required.	Bids will be evaluated using the 80/20 preference points system.	Negotiation will take place with the recommended service provider if necessary, then Final award will be made.

PHASE 1: MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

CSD Registration number	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Valid PSIRA registration for Company & the Director (Grade B) of the company	Provision of valid PSIRA certificate for the company and PSIRA certificate or cards for the Director.
PSIRA Letter of good standing for company	Provide a valid letter of good standing
Valid PSIRA registration for all supervisors	Provision of a valid PSIRA certificates or cards of supervisors.
SBD 4 (Bidders Disclosure)	Completed and signed in full
Briefing session	Compulsory
Certificate of registration with National Bargaining Council for the Private Security Sector	Provision of valid registration certificate
Provident Fund	Provide a valid Private Security compliance certificate or compliance letter; if no work has been done, provide the new entrance letter
National Bargaining Council	1. Security bargaining council registration certificate and letter of good standing. 2. Security medical aid fund registration certificate.

Firearm License for company	Provide copies of valid firearm license for the organisation
Firearm Competency for all supervisors.	Provide copies of supervisor's firearm competencies issued by SAPS.
Proof of compliance with sectorial determination (Payslips)	Provide 2 copies of payslips (Grade B & C) for at least one month but not older than 3 months
COIDA	Provide a valid letter of good standing.
Public Liability Cover for R3 000 000.00	Provide proof of insurance cover or quotation for the liability cover if there is no policy in place
Communication Radio Control System for the company	ICASA License or lease agreement together with the service provider's ICASA approval certificate who is leasing out the communication devices.
Authority to Sign a Bid: COMPANIES (To be completed in full)	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS) (To be completed in full)	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>A director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.</p> <p>(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>

<p>Authority to Sign a Bid: CLOSE CORPORATION (To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>A director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise. (Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
<p>Authority to Sign a Bid: CO-OPERATIVE (To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. (Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
<p>Authority to Sign a Bid: JOINT VENTURE (To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. (Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
<p>Authority to Sign a Bid: CONSORTIUM (To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. (Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
<p>Authority to Sign a Bid: PARTNERSHIP (To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. (Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>

10.2 Phase 2: Functionality requirements

For bids where functionality is part of the evaluation process, they will be assessed in terms of functionality criteria stipulated hereunder. In order to progress to the next stage of evaluation, service providers must score a minimum of **60%** of the total points outlined in the Evaluation Grid.

10.2.1 EVALUATION CRITERION FOR FUNCTIONALITY:

No	Evaluation Criteria	Guidelines	Maximum Points
1	Methodology and Approach	Service provider is required to describe in detail their understanding of the terms of reference. Service provider should set out a concise plan of approach, methodology and organization of achieving the intended service. This should also set out the standard operating procedures, supervision and quality controls and roles and responsibility of key staff.	10
2	Number of similar projects completed	A company profile must be submitted including history, group structure, operations, logistics, and related companies' services. Showing how they are structured to provide security services. Provide 3-5 reference letters for similar projects (2 points per each reference letter) Reference letters must be in a company letterhead and signed indicating the Project Name, Project Description, Project Duration (Start & End Date), Contact Person and Value of Project	10
3	FINANCIAL VIABILITY	Bidders must attach Bank rating letter from financial institution the value of R 1 000 000.00, points will be allocated as follows: <ul style="list-style-type: none"> • Bank letter with Code A, B, C rating = 25 points • Bank letter with code D rating = 15 points 	25

		<ul style="list-style-type: none"> Bank letter with code E rating = 5 points 	
4	Structure & Employee relationship	<p>A clear organogram depicting personnel structure must be provided for this project</p> <p>Provide the basic conditions of employment contract and proof of employment policies and procedures (include recruitment policy, discipline and grievance procedures)</p>	6
5	PERSONNEL EXPERIENCE Operations Manager	<p>Must be able to communicate in IsiZulu and English</p> <p>A minimum of 5 years' managerial experience in security industry</p>	5
	SUPERVISORS GRADE B X2	<p>Expertise, 3-5 years' experience / qualifications of support personnel to be assigned to the contract.</p> <p>Key experts required are Supervisors = 5 points per supervisor</p>	10
6	Logistics, equipment's and infrastructure	<p>Hand held scanners, patrol track device, torches, batons, pepper sprays = 5 points (1 point per item)</p> <p>Control room and Office = 5 Points</p> <p>3 Company Vehicles= 9 points (3 points per vehicle)</p> <p>05 company firearms = 15 points (3 points per firearm)</p> <p>N.B-</p> <p>i) The department reserves the right to conduct physical inspections of control room, equipment and infrastructure for preferred bidders.</p> <p>ii) Firearm licenses for Grace C guard will be verified once preferred bidders are selected and prior to conclusion of contracting.</p>	34
	Overall Score Total		100

10.3 Phase 3: Price and Preference

Bidders who obtained a minimum qualifying score of 60% will progress to the next stage of price and preferential points based on the 80/20 preference points system for acquisition of goods or services with Rand Value equal to or below R50 million or 90/10 preference points system for acquisition of goods/services with Rand Value above R50 million.

5. 10.3.1 POINTS AWARDED FOR SPECIFIC GOALS

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

Specific goals for the tender and points to be claimed are indicated in the table below:

Specific goals	Direct Preference Points (80/20)	Documents required to determine specific goals respectively
Preference Goal 1- HDI		
Africans	20	Completed ownership demographic form, CIPC Certificate and completed SBD 6.1
Total Points for development Objectives	20	

Financial proposals will also be assessed in terms of reasonableness of cost in relation to prevailing fee guidelines, consistency with technical bid submitted and value for money.

10.4Phase 4 Final Award, Negotiation

The Department of Economic Development, Tourism and Environmental Affairs reserves the right NOT to make an appointment. The Department also reserves its right to negotiate the final price of those bids deemed technically compliant.

ANNEXURE B: EVALUATION GRID

To be completed for tender by each evaluator

DISTRICT NAME: _____

	Maximum	Initial
METHODOLOGY AND APPROACH	10	
The method statement demonstrates a clear technical methodology in terms of sequencing to meet the project deliverables: Understanding of the Assignment, implementation and Standard operation procedures	10	
Method statement demonstrates a clear technical methodology	10	
Method statement demonstrates a satisfactory technical methodology	5	
Method statement demonstrates an uncertain/no technical methodology	0	
STRUCTURE & EMPLOYEE RELATIONSHIP	6	
Structure Clear organogram with the personnel	6	
Clear personnel structure included	6	
Unclear/No structure	0	
FINANCIAL VIABILITY	25	
Bank letter code A, B or C provided	25	
Bank letter code D provided	15	
Bank letter code E provided	5	
LOGISTICS, EQUIPMENT AND INFRASTRUCTURE	34	
Hand scanners, patrol track device, torches, batons and pepper sprays (1 point per item)	5	

Control room and office	5	
1 Company vehicles (3 points per vehicle)	3	
2 Company Vehicles (3 points per vehicle)	6	
3 Company Vehicles (3 points per vehicle)	9	
1 Firearm (3 points per firearm)	3	
2 Firearms (3 points per firearm)	6	
3 Firearms (3 points per firearm)	9	
4 Firearms (3 points per firearm)	12	
5 Firearms (3 points per firearm)	15	
NUMBER OF SIMILAR PROJECTS	10	
5 or more projects (Reference Letter)	10	
4 (Reference Letter)	8	
3 (Reference letter)	6	
Less than 3 Reference Letters	0	
PERSONNEL EXPERIENCE	15	
Experience of Operations Manager in the Security Industry	5	
5 and more years of operations managerial experience in security industry	5	
Less than 5 years of operations managerial experience in security industry	0	
Supervisor 1 - Grade B: Number of Years' Experience	5	
5 or more Years of Experience	5	
3- 4 Years of Experience	3	
Less than 3 Year of Experience	0	
Supervisor 2 - Grade B: Number of Years' Experience	5	
5 or more Years of Experience	5	
3- 4 Years of Experience	3	
Less than 3 Year of Experience	0	
Total Evaluation Score	100	
Minimum passing score	60%	

Evaluation performed by:

Weakness	
Strengths	
Name	
Signature	
Date	

ANNEXURE C: CV FORMAT**CURRICULUM VITAE max 3 pages****Proposed role in the project:****35 Family name:****36 First names:****37 Date of birth:****38 Nationality:****39 Civil status:****40 Education:**

Institution [Date from - Date to]	Degree(s) or Diploma(s) obtained:

10. Language skills: Indicate competence on a scale of 1 to 5 (5 - excellent; 1 basic)

Language	Reading	Speaking	Writing
English			
Portuguese			
French			
Indonesian			
Spanish			

12. Membership of professional bodies: -**13. Other skills: (e.g. Computer literacy, etc.)****10 Present position:****11 Years within the firm:****12 Key qualifications: (Relevant to the project)****13. Professional Experience**

Date from - Date to	Location	Company	Position	Description of projects/responsibilities etc.

14. Other relevant information (e.g., Publications)

ANNEXURE D: STATEMENT OF EXCLUSIVITY AND AVAILABILITY

Statement of exclusivity and availability

Tender ref: _____

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer _____ in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included.

From	To

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders may be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the KZN Department of Economic Development Tourism and Environmental Affairs.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts funded by the KZN Department of Economic Development Tourism and Environmental Affairs and that the notification of award of contract to the tenderer may be rendered null and void.

Name	
Signature	
Date	

