



P.O. Box 3613, Pietermaritzburg, 3200
 Treasury House, 145 Chief Albert Luthuli Street, Pietermaritzburg
 Tel: 033 897 4440

INVITATION TO TENDER

BID 1251/2024-F: RENDERING OF SECURITY (GUARDING) SERVICES TO THE KWAZULU-NATAL PROVINCIAL TREASURY FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Company Name	
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The Department invites prospective bidders to submit offers for the appointment of a suitable service provider to render guarding and security services to the KwaZulu-Natal Provincial Treasury offices located in the following sites: Treasury House; Nomalanga building, office of the MEC in Natalia Building (all three offices are situated in Pietermaritzburg) and the office of the MEC in the Marine Building (situated in Durban). This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations, 2022.

The evaluation criteria are divided into four Phases:

1. PHASE 1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE

- (a) The bid submitted must be complete in all respects.
- (b) The standard bidding documents must be duly completed and be submitted with the bid at the time of closing of the bid.

Failure to comply with the Supply Chain Administrative Compliance shall result in the offer being considered non-responsive and shall be rejected.

2. PHASE 2: MANDATORY DOCUMENTS REQUIRED

A bidder must comply will all the mandatory requirements outlined in the bid document. Failure to comply with the Mandatory Requirements shall result in the offer being considered non-responsive and shall be rejected.

3. PHASE 3: FUNCTIONALITY CRITERIA

To assess the execution capacity of the bidder, all the documents outlined in the bid document must be submitted on the closing date and time of the bid.

Failure to meet the minimum passing score of 70% on the functionality criteria part A will be deemed the bidder non-responsive and will not be further evaluated in terms of the site inspection. (Part B of Phase 3).

A bidder must comply with all the site inspection requirements outlined in the bid document. Failure to comply with the requirements shall result in the offer being considered non-responsive and shall be rejected.

4. PHASE 4: 80/20 PRICE AND PREFERENCE POINT SYSTEM

The applicable preference point system for this tender is an 80/20 preference point system where 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:



Preference point system	
Price	80
Specific Goals	20
• Historical Disadvantage Person (HDP) – Black owned Enterprise	10
• Enterprise located in KZN	10
Total	100

It is compulsory for bidders to substantiate that they meet the above specific goals and requirements by submitting the following evidence:

- (a) Copy of Enterprise Registration Certificate (CIPC)
- (b) Certified copies of an identity document (ID) and CSD report to show /substantiate percentage ownership equity.
- (c) Municipal tax invoice for water and electricity or tribal authority letter for rural areas within the KwaZulu-Natal Province not older than 3 months indicating Enterprise address as registered with CIPC or Central Supplier Database

It is mandatory for tenderers to complete SBD 6.1 to claim points for specific goals, failure to complete SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES

SCM enquiries may be directed to:

Ms. M. Makhunga Tel. No. (033) 897 4235 /e-mail: mandy.makhunga@kzntreasury.gov.za or Mr. N. Nxumalo Tel No. (033) 897 0483 /e-mail ndumiso.nxumalo@kzntreasury.gov.za

Technical enquiries may be directed to:

Ms. N Zulu at 033 897 4454 /nomvula.zulu@kzntreasury.gov.za or Mr. V Jaca at 033 897 4256 / victor.jaca@kzntreasury.gov.za

COMPULSORY BRIEFING SESSION

The briefing will be held as follows:

Date: 03 May 2024
Time: 10:00 am
Venue: KZN Provincial Treasury
145 Chief Albert Luthuli Road
Pietermaritzburg
3200

CLOSING OF BID:

The closing date and time for receipt of Tenders is **16 May 2024 at 11:00 am.**

Telegraphic, telephonic, telex, facsimile, e-mail, and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

The Bid Box, located on the ground floor at the Treasury House
Attention: Financial Management Supply Chain Management Unit
KZN Provincial Treasury
145 Chief Albert Luthuli Road
Pietermaritzburg
3200

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DEFINITIONS

1. **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document under BID 1251/2024-F.
2. **“Bid”** means a written offer in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services BID 1251/2024-F.
3. **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
4. **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
5. **“Contract”** means the agreement that results from the acceptance of the bid by the Department.
6. **“Control”** means the possession by a person, of a permanent authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
7. **“Department”** means the KwaZulu-Natal Provincial Treasury.
8. **“Equity Ownership”** means the percentage of ownership and control, exercised by individuals within an enterprise.
9. **“Specific goals”** means the inclusion of the following:
 - (i) contracting with persons or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, or disability.
 - (ii) implementing the programme of the Reconstruction and Development Programme as published in the Government Gazette No. 16085 dated 23 November 1994



PART A

INVITATION TO BID

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

BID NUMBER:	1251/2024-F	CLOSING DATE:	16 MAY 2024	CLOSING TIME:	11H00
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DESCRIPTION	RENDERING OF SECURITY (GUARDING) SERVICES TO THE KWAZULU-NATAL PROVINCIAL TREASURY FOR A PERIOD OF THIRTY-SIX (36) MONTHS.
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

GROUND FLOOR, TREASURY HOUSE,
145 CHIEF ALBERT LUTHULI STREET (A.K.A. COMMERCIAL ROAD), PIETERMARITZBURG
CORNER CHIEF ALBERT LUTHULI AND CHURCH STREET, PIETERMARITZBURG

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Mandy Makhunga	CONTACT PERSON	Nomvula Zulu
TELEPHONE NUMBER	033 897 4235	TELEPHONE NUMBER	033 897 4454
E-MAIL ADDRESS	MANDY.MAKHUNGA@kzntreasury.gov.za	E-MAIL ADDRESS	NOMVULA.ZULU@kzntreasury.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
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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]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

DATE:

SECTION A

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice 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. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. 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.
17. Bidder must initial each and every page of the bid document.



SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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



SECTION C

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

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

....., WHO REPRESENTS (state name of bidder)

..... CSD Registration

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:



SECTION D

COMPULSORY BRIEFING SESSION

Site/Building/Institution Involved: **Treasury House**

Bid Reference No: **BID 1251/2024-F.**

Goods/Service/Work: **To render guarding and security services to the KwaZulu-Natal Provincial Treasury**

This is to certify that (bidder's representative name)

On behalf of (company name) _____

Compulsory Briefing Session on ___/___/___ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/___

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp with Signature



SECTION E

**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

Name of bidder:	Bid number: 1251/2024-F.
Closing Time : 11:00	Closing date: 16 May 2024

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

No.	NAME OF SITES	MONTHLY COST	TOTAL COSTS FOR 3 YEARS
1.	Treasury House	R.....	R.....
2.	Nomalanga Building	R.....	R.....
3.	Natalia Building	R.....	R.....
4.	The Marine Building	R.....	R.....
SUB-TOTAL COST FOR ALL SITES			R.....
ADD: Total cost for overheads and profit for the period of 3 years			R.....
GRAND TOTAL COST			R.....
VAT AT 15%			R.....
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)			R.....

- 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



SECTION E

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 the 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 bidder

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 F
NOT APPLICABLE

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or



services under the same contract as provided for in paragraphs 1.1. (b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print)
Date.....	



SECTION G

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

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

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

1. GENERAL CONDITIONS

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

1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	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 bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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



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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historical Disadvantage Person (HDP) – Black owned Enterprise	10	
Enterprises located in KwaZulu-Natal (KZN)	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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



- of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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



CALCULATION OF EQUITY FOR SPECIFIC GOALS

- (a) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDPs.
- (b) The equity ownership contemplated in sub-paragraph (a) must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- (c) In the event that the percentage of ownership contemplated in sub-paragraph (b) changes after the closing date of the tender, the tenderer must notify the relevant organ of state and such tenderer will not be eligible for any preference points.
- (d) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- (e) Subject to sub-paragraphs (a), (b), (c) and (d), all claims made for equity ownership by an HDP must be considered according to the following criteria:
 - (i) Equity within private companies must be based on the percentage of equity ownership;
 - (ii) Preference points may not be awarded to public companies and tertiary institutions;
 - (iii) The following formula must be applied to calculate the number of points for equity ownership by an HDP:

$$NEP = NOP \times \frac{EP}{100}$$

Where:

NEP = Points awarded for equity ownership by an HDP

NOP = The maximum number of points awarded for equity ownership by an HDP

EP = The percentage of equity ownership by an HDP within the enterprise or business, determined in accordance with sub-regulations (a), (b), (c) and (d).

- (f) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- (g) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-paragraph (f) must be submitted to the relevant organ of state.
- (h) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDP members, be entitled to equity ownership in respect of an HDP.
- (i) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- (j) The points contemplated in sub-paragraph (i) must be added to the points scored for price, in order to establish the total number of points scored.
- (k) The contract must be awarded to the tender which scores the highest points.
- (l) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDP, may not subcontract more than 25% of the value of the contract to a person who is not an HDP or does not qualify for such preference.



SECTION H

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 markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.



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

2) Application

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

3) General

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



4) Standards

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

5) Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6) Patent rights

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

7) Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1 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
- 7.3.2 a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.



8) Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9) Packing

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

10 Delivery and documents



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

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

11 Insurance

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

12 Transportation

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

13 Incidental Services

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

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

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

14 Spare parts

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

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

15 Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required



by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

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

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of



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

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22 unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 21.

23 Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the



purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

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

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

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

28 Limitation of liability

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

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

29 Governing language

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

30 Applicable law

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

31 Notices

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



such posting shall be deemed to be proper service of such notice

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

32 Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33 National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION I

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. ACCEPTANCE OF OFFER

1.1 This bid has been invited and will be adjudicated in terms of the KwaZulu-Natal Supply Chain Management Policy Framework and the KwaZulu-Natal Provincial Practice Notes. The Provincial Treasury Bid Evaluation and Adjudication Committee is under no obligation to accept the lowest or any bid.

2. ADDRESS OF THE BIDDER

2.1 Bidders must advise the Provincial Treasury should their address (*domicilium citandi et executandi*) (physical address) details from the time of bidding to the expiry of the contract.

3. CONTRACT PERIOD

3.1 Successful bidders will be appointed for a period of three (3) years.

3.2 The Department reserves the right to terminate the contract should the awarded entity fail to fulfil its contractual obligation in terms of this contract.

4. PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA)

4.1 Bidders must be registered in terms of the Private Security Industry Regulatory Authority Act (Act 56 of 2001).

4.2 All security officers that the tenders employ to render the service must be registered as Security Officers in terms of The Private Security Industry Regulatory Act (Act 56 of 2001).

4.3 A valid certificate in the name of the bidder must be submitted with the bid. Bidders who are not registered and/or who do not submit a valid certificate shall be deemed as non-responsive.

4.4 It is mandatory that the bidder must pay his/her employees Not less than the basic wage as prescribed by the law. Bidders who quote below the minimum wage shall be deemed as non-responsive.

5. FALSE DECLARATION

5.1 All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.

5.2 Any false declaration or intentional omission of relevant facts shall lead to disqualification.

6. AWARD OF BID

The Department shall award one (1) service provider for all sites.

7. PRICE AND PRICING RISK ASSESSMENT

7.1 A bidder must submit one consolidated price schedule for all four (4) sites. The pricing schedule must be fully completed. Failure to comply shall be deemed as non-responsive.

7.2 Prices must be in South African Currency and inclusive of VAT and all other applicable taxes.



- 7.3 Prices quoted for employee remuneration must be in line with the rates stipulated by the Private Security Industry Regulatory Authority. Any bidder that quotes below these rates shall be deemed as non-responsive.
- 7.4 Bidders must not under any circumstances utilize the amount quoted for employee remuneration for overheads or any other purposes.
- 7.5 Prices quoted for overheads and profit must be market related and fully justified in the bid document. Where underquoting is confirmed and was not justified by the bidder in the bidding document, the Department reserves the right to consider the offer as non-responsive. Justification of price must be indicated on **Annexure A**, if the space provided is not sufficient, additional information must be attached as **Annexure A**.
- 7.6 Prices must be firm for the first year of the contract and subsequent increases will be in line with the determination in terms of the Private Security Industry Regulatory Authority and or Bargaining Council.

8. ORDERS

- 8.1 Services shall be rendered only upon receipt of a written official order from the Department as per the contract.

9. WARRANTS

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

10. PAYMENT AND INVOICING

- 10.1 Payment will only be processed upon receipt, verification of invoices and confirmation by the appropriately authorized officials of actual services rendered.
- 10.2 Payment will be made to the awarded Entity only. Any deviations (e.g. cession of contract) will only be accepted after relevant approval has been granted by the Bid Adjudication Committee.
- 10.3 Invoices must clearly indicate the order number, invoice number and VAT number (where it is applicable).
- 10.4 Any variation to the quantities other than those stipulated in this bid document shall be approved by the Department.

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

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

12. CANCELLATION

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

13. TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

- 13.1 The Department will verify the tax compliance status of a bidder through CSD.
- 13.2 Bidders must ensure that their tax matters are compliant with CSD.

14. CENTRAL SUPPLIERS DATABASE (CSD)

- 14.1 A bidder submitting an offer must be registered on the Central Suppliers Database (CSD).



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

15. STATUTORY CHECKS

- 15.1 Central Suppliers Database
- 15.2 CIPC
- 15.3 Database of Defaulters (Restricted Suppliers)
- 15.4 PERSAL Verification (Government Employee)
- 15.5 Bargaining council for cleaning services.
- 15.6 Any violation or non-compliance with any of the above shall lead to disqualification.

16. COMPLETENESS OF THE BID DOCUMENT

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

17. SUBMISSION OF BIDS

- 17.1 Bids are to be submitted to the offices of the Department, ground floor entrance, 145 Chief Albert Luthuli Street, Pietermaritzburg before **16 May 2024 at 11:00 am**. All bids are to be deposited in the bid box situated at the reception area. Late bids shall not be accepted.

18. TERMINATION OF SERVICES

- 18.1 Should the Contractor fail to meet the conditions of this contract, or continue rendering unsatisfactory service, the Employer reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Employer may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.

19. UNSATISFACTORY PERFORMANCE

- 19.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 19.2 Before any action is taken, the Department shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the Department will:
 - (i) Take action in terms of its delegated powers.
 - (ii) Make a recommendation for cancellation of the contract concerned.

20. LATE OFFERS

- 20.1 Bids are late if they are received at the address indicated in the tender documents after the closing date and time.



20.2 A late bid shall not be considered.

21. UNSOLICITATED OFFERS

21.1 In the event that an unsolicited offer is received, the offer shall not be considered.

22. EQUAL OFFERS

22.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.

22.2 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots, according to the Preferential Procurement Policy Framework Act, 2000, Preferential Procurement Regulations, 2022, section 8(1) and (2).

23. VALIDITY PERIOD AND EXTENSION THEREOF

23.1 The validity (binding) period for the bid must be 180 Days from close of tender. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders.

24. CONFIDENTIALITY

24.1 The contractor's staff that comes into contact with Provincial Treasury's confidential information and documents may be required to sign confidentiality agreements so as to protect the Department's information.

25. EXPENSES INCURRED IN PREPARATION OF BIDS

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

26. NOTIFICATION OF AWARD OF BID

26.1 The publication of an award will be advertised in the same media as the invitation to bid.

26.2 Notification of award of a bid shall be in writing to the successful bidder/s by a duly authorised official of the Department.

26.3 The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.

27. CONTRACT AND SERVICE LEVEL AGREEMENT

27.1 The successful bidder shall be required to enter into a Service Level Agreement with the Department.

27.2 The bid document constitutes a legal document and a binding contract.

28. QUERIES FROM THE BIDDERS

Any correspondence with regards to this bid which the bidder wishes to raise must be emailed to the following officials by **10 May 2024 at 11:00 am**.

28.1 **SCM enquiries may be directed to:**

Ms. M Makhunga Tel. No. (033) 897 4235 and mandy.makhunga@kzntreasury.gov.za or
Mr. N Nxumalo Tel. No. (033) 897 0483 /e-mail: ndumiso.nxumalo@kzntreasury.gov.za



28.2 Technical enquiries may be directed to:

Ms. N Zulu Tel No. (033) 897 4454 and nomvula.zulu@kzntreasury.gov.za or Mr. V Jaca
Tel. No. (033) 897 4256 and e-mail victor.jaca@kzntreasury.gov.za

28.3 Bidders must note that all queries received via email before the stipulated date will be consolidated and a composite response will be sent to all who submitted queries and the same will be published on the Departmental Website.

29. JOINT VENTURES/CONSORTIUM

29.1 Any Bid by a Joint Venture (JV)/ Consortium must be accompanied by a copy of a duly signed Joint Venture Agreement. Such agreement must specify the portion of the bid to be undertaken by each participating entity.

29.2 Parties to the JV/Consortium must all sign the JV Agreement, and the minutes of the meeting must be submitted with the bid at the closing date.

29.3 Should the parties enter into a JV, the JV Agreement should reflect a lead partner and the following nominations:

- (i) Bank account to be used for the purpose of this Bid or Contract.
- (ii) authorized representative and signatory.
- (iii) Authorized letterhead, address, etc.

30. COMMUNICATION, MEDIA RELEASES, ETC

30.1 Bidders shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this bid during the period between the closing date for the receipt of bids and the dispatch of the written notification of the Department, which on receipt of such report may, at their discretion, disqualify the bidder concerned.

30.2 All rights of publication on articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Department. The successful bidder shall not, without the written consent of the Department, cause any statement or advertisement to be printed screened or aired by the media.

31. COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE

31.1 A bidder shall not in any way communicate with a member of a Bid Committee or with any officer, agent, or representative of the Department on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of a bid during the period between the closing date for receipt of bids and the dispatch of the written notification of the decision on the award of the Contract provided that a bidder shall not hereby be precluded.

32. UNDERTAKING

32.1 In the event of there being any change in the nature of the Contractor including, but not limited to, inter alia, it's: -

- 32.1.1 Directors, shareholdings, membership and/or management;
- 32.1.2 Constitution, memorandum and/or articles;
- 32.1.3 Service providers, partners, joint venture entities and/or subcontracting parties;
- 32.1.4 Change in specific goals issued with the bid;
- 32.1.5 Any changes ancillary to the above.

32.2 The Contractor undertakes, were possible, to inform the Department as least thirty (30) days before the above changes are effected of the details of the proposed changes.

32.3 Alternatively, the Contractor undertakes that there shall be no material changes in the nature of the Contractor for the duration of this contract, including, but not limited to, inter alia, the following: -

- 32.3.1 Directors, shareholdings, membership and/or management; trustees;



- 32.3.2 Constitution, memorandum and/or articles; trustee;
- 32.3.3 Service providers, partners, joint venture entities and/or subcontracting parties;
- 32.3.4 Change in specific goals issued with the bid;
- 32.3.5 Any changes ancillary to the above.

32.4 However, in the event of any of the above changes being anticipated, the Contractor undertakes to immediately inform the Department alternatively at least thirty (30) days prior to the proposed changes.

32.4.1 The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of its directors, members, partners, service providers, subcontractors or managers: -

- 32.4.1.1 has been listed on the National Treasury's Database as entities prohibited from doing business with the public sector.
- 32.4.1.2 has been listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004);
- 32.4.1.3 has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;
- 32.4.1.4 has died or ceased to exist;
- 32.4.1.5 has a civil judgment taken against it/them by a court of law or any other competent authority;
- 32.4.1.6 or their estates being placed under judicial management or being provisionally or finally sequestrated or liquidated.

32.5 In the event of the Contractor failing to act as aforesaid, the Department will be at liberty to, in its discretion, exercise any one or a combination of the following remedies: -

- 32.5.1 immediately cancel the contract;
- 32.5.2 revisit the contract and issue directives with regard to the remaining term of the contract;
- 32.5.3 engage the services of other parties and service providers;
- 32.5.4 engage the service of the next favourable bidder;
- 32.5.5 exercise the remedies available to it in terms of the provisions of paragraph 23 of the General Conditions of Contract;
- 32.5.6 recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;
- 32.5.7 cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation;
- 32.5.8 Cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

33. CESSION OF BID

Any cession of a bid will only be accepted after the relevant approval has been obtained from the Department.

34. BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers the National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken 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:



- 34.1 The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.
- 34.2 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.
- 34.3 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.
- 34.4 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.
- 34.5 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.

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

The Chairperson

Bid Appeals Tribunal

Private Bag X9082

Pietermaritzburg

3200

35. VETTING PROCESS

The successful bidder to be awarded this bid shall be subjected to a security screening investigation by the State Security Agency.



SECTION K

AUTHORITY TO SIGN A BID

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

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNER SHIP	(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, please list all the directors in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

- Co-operative: Resolution letter from the directors
- Close Corporation: Resolution letter from the directors
- Company: Resolution letter from the director/s
- Sole Proprietor: Resolution letter from the director
- Partnership: Resolution letter from the director
- Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form and failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.



SECTION L

TERMS OF REFERENCE/ SPECIFICATION

RENDERING OF SECURITY (GUARDING) SERVICES TO KWAZULU-NATAL PROVINCIAL TREASURY FOR A PERIOD OF 3 YEARS

1. OBJECTIVE

The KwaZulu-Natal Provincial Treasury has a strategic objective to provide a secure, safe and healthy working environment. Furthermore, in compliance with the relevant legislation and in support of its risk management policies, the department must implement measures to protect its assets from, *inter alia*, fire, theft and or vandalism. Consequently, the department requires the services of a competent and qualified service provider to render a **twenty-four (24) hour security (guarding) service**. The successful service provider will be required to render security (guarding) services for KZN Provincial Treasury at the following **four (4) sites** for the period of **thirty-six (36) months**:

**PHYSICAL ADDRESS: TREASURY HOUSE
145 CHIEF ALBERT LUTHULI
PIETERMARITZBURG
3201**

**PHYSICAL ADDRESS: NOMALANGA BUILDING
214 LANGALIBALELE STREET
PIETERMARITZBURG
3201**

**PHYSICAL ADDRESS: NATALIA BUILDING
330 LANGALIBALELE STREET, NORTH TOWER, 2ND FLOOR.
PIETERMARITZBURG
3201**

**PHYSICAL ADDRESS: MARINE BUILDING
1 DOROTHY NYEMBE STREET, 9TH FLOOR.
DURBAN
4000**

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



2. SCOPE OF WORK

2.1 Duties and services required.

2.1.1 A twenty-four (24) hour security guarding and access/egress control services to be provided for 4 (four) KwaZulu-Natal Provincial Treasury offices located in the following sites: Treasury House; Nomalanga building, office of the MEC in Natalia Building (all three offices are situated in Pietermaritzburg) and the office of the MEC in the Marine Building (situated in Durban).

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

2.1.2 The required security services shall be provided at the premises as per par 2.1.1 supra. The service, in general, entails patrolling of the premises (inner, outer perimeter and office space), access control, control of assets, personnel and/ or members of the public, observation, implementing and monitoring general crime prevention measures.

2.1.3 The successful bidder must consider absorbing and skilling current security officers who may not be retained by the exiting contractor.

3. DELIVERABLES

3.1 Access, Egress and Asset Control:

3.1.1 A security company is required to provide the KwaZulu-Natal Provincial Treasury with security officers who attended and passed security courses at one of the registered and accredited training centres recognized by the Department of Labour and SASSETA. The responsibilities of these security officers will be *inter alia* to ensure the safety of property and personnel from burglary, theft, vandalism, or other security threat.

3.1.2 Control entry and departure of private and state owned vehicles in the premises and maintain accurate records.

3.1.3 Carry out physical searches and physical inspections of vehicles entering or leaving the premises in line with the Control of Access to Public Service and Vehicle Act 53 of 1985, internal security directives and on a random basis.

3.1.4 Control the entry of pedestrians to the premises in line with the provisions of the Control of Access to Public Service and Vehicles Act 53 of 1985 and internal security directives, conduct searches as per the directives and direct deliveries and visitors to the reception and or waiting area.

3.1.5 Control the exit of staff from the premises and ensure the use of access cards by all staff members.

3.1.6 Prevent any illegal incursions and report any irregularities at the entrances immediately to the Security Manager and record in the Occurrence Book (OB).



- 3.1.7 Update Occurrence Book hourly or when anything out of the ordinary occurs and during the change of security staff members.
- 3.1.8 Accurately record all required information on the relevant security registers.
- 3.1.9 Secure the gates against illegal incursions in times of unrest and or any unauthorised access.
- 3.1.10 The security desk forms an integral part of the access control, Security Officers must ensure full compliance with departmental prescripts and Batho Pele principles.
- 3.1.11 The Contractor shall comply with the Private Security Industry Regulatory Act No. 56 of 2001 and Regulation of 2002, the Occupational Health and Safety Act No. 85 of 1993, and the conditions of employment as contained in the Basic Conditions of Employment Act No. 75 of 1997, as amended and any subsequent amendments thereafter while performing in terms of this contract.
- 3.1.12 Monitor the activities in the building via the CCTV monitor and prevent or react to incidents.
- 3.1.13 Record, search persons upon entry and exit in the premises in line with the Act and the internal Security Policy.
- 3.1.14 Observe, and react to the sounds of the metal detectors (walk through or hand held).
- 3.1.15 Observe, react and record the intruder alarm activation sounds and notifications.
- 3.1.16 Escort contractors while in the building.
- 3.1.17 Inspect the functionality of the security systems (readers, CCTV locks etc) during the change of shift and record on the OB.
- 3.1.18 Inspect whether offices are locked and equipment secured and make the necessary recordings.

3.2 INTERNAL SECURITY

3.2.1 The Contractor must ensure:

- 3.2.1.1 Control of visitors awaiting attention, ensuring orderly queue control and giving directions where and when necessary.
- 3.2.1.2 Record and report irregularities to Security Manager, control room and in cases of unrest also to the South African Police Services.
- 3.2.1.3 Remove or assist with the controlling of unruly visitors.
- 3.2.1.4 Staff members or other persons, as instructed by Security Manager.
- 3.2.1.5 Accurately record and verify visitors and private equipment on the relevant registers upon entry and exit.
- 3.2.1.6 Inspect functionality of security equipment inclusive of doors, card readers, door locks etc:
- 3.2.1.7 Control, accurately record movement/removal of departmental equipment from the building ensuring correct authorisation has been obtained.



3.2.1.8 Keep accurate records (include recording and verification of serial numbers, staff members identity, entry times etc.) of departmental equipment leaving and entering the premises.

3.3 **PATROL DUTIES**

Security staff patrolling the premises are required to:

3.3.1 Patrol a pre-determined route as stipulated by the Security Manager and a free roving route on the premises hourly during hours of daylight, and hourly during the hours of darkness.

3.3.2 Accurately record the patrol findings in the Occurrence Book.

3.3.3 Check and report on the following **compulsory aspects**:

3.3.3.1 Whether external doors are locked after hours.

3.3.3.2 Whether office doors are locked during the day when the office is not occupied.

3.3.3.3 Whether external lights are operational and illuminated during hours of darkness.

3.3.3.4 Whether there are any broken windows, doors, card readers, etc.

3.3.3.5 Whether vehicle parking areas are illuminated, secured, state vehicles are secured.

3.3.3.6 Any unknown persons loitering in the corridors, lobby, and fire escape routes.

3.3.3.7 Any obstruction of the doors and passageways.

3.3.3.8 Any adverse activities that are observed.

3.4 **SITE MANAGEMENT**

3.4.1 The bidder shall be responsible for the transportation of his or her staff to and from the sites.

3.4.2 The officer acting as a site supervisor on the premises must be at least a Grade B officer.

3.4.3 The originals of the mandatory certificates/ documents must be readily available and must be produced by the bidder at the request of the department.

3.4.4 All security officers deployed on the site(s) must comply with the PSIRA security industry's minimum standard of education.

3.4.5 All security officers deployed on the site(s) must have attended and passed the prescribed security course at one of the official training centres accredited with the Department of Labour, SASSETA and recognised by the PSIRA.

3.4.6 Shift duration shall be as follows: day shift (06:00-18:00) and after hour shift (18:00-06:00) including public holidays and weekends. The Department reserves the right to amend the conditions of the contract including the required shifts in consultation with the contractor and within the parameters of the law.

3.4.7 Security Officers must be equipped with hand-held radios with sufficient power resilience to cover the duration of the shifts, in order to facilitate efficient communication



between the guard room, control room and the guard/patrol points. Radio connectivity between the three buildings (sites) is imperative.

- 3.4.8 Security Officers at the premises must be in radio contact via a Base Radio with the Contractor's Control room at all times.
- 3.4.9 Security Officers on duty must be equipped with a **baton, radio, cellphone, pepper spray, handcuffs, whistle, pocketbook, pen, torch, and handheld metal detectors** at all times.
- 3.4.10 The company management must examine the premises and his/her staff on a daily basis, in order to establish whether any problems are being experienced.
- 3.4.11 The service is to be provided 7 days a week, 24 hours for the entire year (365/6 days a year).
- 3.4.12 The company management shall supply the Security Manager within Security and Risk Management services, on a weekly basis, at least a week in advance, a list of names of the security officers who will be performing duties at the premises that week.
- 3.4.13 The company management must ensure that security officers are on duty timeously and are present at all times for the duration of their shift.
- 3.4.14 The company management must ensure that there are at least two suitable qualified and experienced replacement officers for each shift available within **one hour** in the event of emergencies, illness etc.

3.5 **GENERAL MANAGEMENT**

- 3.5.1 The supervisor from the company management must visit the premises four times daily. That is, twice during the hours of daylight and twice during the hours of darkness. These visits shall be made during the course of the shift and not during the change of shifts.
- 3.5.2 The contractor must make arrangements for the transportation of staff to and from the premises.
- 3.5.3 The bidder must produce monthly and *ad hoc* reports at the request of the department.
- 3.5.4 The department may at any time inspect the contractor's work and/or performance. Should the standard be considered unacceptable, the contractor will be notified accordingly in writing and the contractor shall cause the situation to be rectified to the standard required by the specification, as the case may be, at his own cost or charge. In the event of the contractor disregarding the department's instruction for a period of seven (7) days, the department will be at liberty to employ other workmen to perform the work or cause the work to be performed and to charge any expense thereby incurred to the contractor, and to deduct it from any sum due in terms of a contract.
- 3.5.5 Payment of the contract amount shall be made in monthly payments, based on the total amount due in terms of the contract.



- 3.5.6 The equipment of the contractor must be in a safe condition where required meet the Department of Health's standards and SABS so as not to endanger the staff, visitors, the public or the building.
- 3.5.7 The contractor shall be responsible for providing his/her own equipment, materials, consumables, etc.; as well as uniform and identification cards for all officers deployed on sites.
- 3.5.8 The Department shall provide free electrical power (22 volt, 15 amp) if required, to the contractor by means of existing plugs. Batteries, chargers necessary shall be provided by the contractor.
- 3.5.9 The Department shall provide the contractor with designated storage space, free of charge, for equipment and materials.
- 3.5.10 The Department shall provide guard room and toilet facilities, free of charge, to the staff of the contractor.
- 3.5.11 The contractor shall also be required to provide the department with the certified full set of fingerprints of each staff member, together with a South African Police Service record clearance in respect of those who will be employed on this service at any time. Any person who has not been provided with card identification and for whom no certified fingerprints or security clearance has been obtained will not be permitted to perform work in terms of this contract.
- 3.5.12 **The contractor must respond immediately (within 10 minutes) in the cases of emergencies.**
- 3.5.13 **Provide continuous security guarding service detailed above even during the protests, strikes in the security sector.**
- 3.5.14 Provide security registers, Occurrence Book, pocketbooks and other consumables.

3.6 **REQUIRED NUMBER OF SECURITY OFFICERS PER SITE AND SHIFT**

3.6.1 **TREASURY HOUSE: SITE 1 (one)**

Daily, 7 days per week, 24 hours per day

(a) Number of Security Officers: Monday to Friday for day shift

- 1 x Grade B (Male / Female) - 06:00 – 18:00, trained in basic first aid and firefighting must have a firearm competency certificate.
- 5 x Grade C (Females) - 06:00 - 18:00, one must be trained in basic firefighting and first aid in possession of a valid firearm competency certificate.
- 6 x Grade C (Males) – 06:00 – 18:00, one must be trained in basic firefighting and first aid in possession of a valid firearm competency certificate.



(b) Number of Security Officers: Monday to Friday for night shift

- 2 x Grade C (Males) – 18:00 – 06:00, one must be trained in basic firefighting and first aid in possession of a valid firearm competency certificate.
- 1 x Grade C (Female) – 18:00 – 06:00, one must be trained in basic firefighting and first aid in possession of a valid firearm competency certificate.

(c) Number of Security Officers: Saturday, Sunday, and Public Holidays for day shift

- 2 x Grade C (Males) - 06:00 – 18:00, one must be trained in basic firefighting and first aid in possession of a valid firearm competency certificate.
- 1 x Grade C (Female) - 06:00 – 18:00, one must be trained in basic firefighting and first aid in possession of a valid firearm competency certificate.

(d) Number of Security Officers: Saturday, Sunday, and Public Holidays for night shift

- 2 x Grade C (Males) – 18:00 – 06:00, one must be trained in basic firefighting and first aid in possession of a valid firearm competency certificate.
- 1 x Grade C (Female) – 18:00 – 06:00, one must be trained in basic firefighting and first aid in possession of a valid firearm competency certificate.

3.6.2 NOMALANGA BUILDING: SITE 2 (two)

Daily, 7 days per week, 24 hours per day

(a) Number of Security Officers: Monday to Friday for day shift

- 1 x Grade B (Male / female) - 06:00 – 18:00, one must be trained in basic firefighting and first aid in possession of a valid firearm competency certificate.
- 3 x Grade C (Female) - 06:00 - 18:00, one must be trained in basic firefighting and first aid in possession of a valid firearm competency certificate.
- 4 x Grade C (Male) – 06:00 - 18:00, one must be trained in basic firefighting, first aid and be in possession of a valid firearm competency certificate.

(b) Number of Security Officers: Monday to Friday for night shift

- 1 x Grade C (Male) – 18:00 – 06:00, must be trained in basic firefighting, first aid and be in possession of a valid firearm competency certificate.
- 1 x Grade C (Female) – 18:00 – 06:00.

(c) Number of Security Officers: Saturday, Sunday, and Public Holidays for day shift

- 1 x Grade C (Male) – 06:00 – 18:00, must be trained in basic firefighting, first



aid and be in possession of a valid firearm competency certificate.

- 1 x Grade C (Female) – 06:00 – 18:00.

(d) Number of Security Officers: Saturday, Sunday, and Public Holidays for night shift

- 1 x Grade C (Male) – 18:00 – 06:00, must be trained in basic firefighting, first aid and be in possession of a valid firearm competency certificate.
- 1 x Grade C (Female) – 18:00 – 06:00.

3.6.3 NATALIA BUILDING: SITE 3 (three)

Daily, 7 days per week, 24 hours per day

(a) Number of Security Officers: Monday to Friday for day shift

- 1 x Grade C (Female) – 06:00 – 18:00, must be trained in basic firefighting, first aid and be in possession of a valid firearm competency certificate.
- 1 x Grade C (Male) – 06:00 – 18:00, must be trained in basic firefighting, first aid and be in possession of a valid firearm competency certificate.

(b) Number of Security Officers: Monday to Friday for night shift

- 1 x Grade C (Male) – 18:00 – 06:00, must be trained in basic firefighting, first aid and be in possession of a valid firearm competency certificate.

(c) Number of Security Officers: Saturday, Sunday, and Public Holidays for day shift

- 1 Grade C (Male) – 06:00 -18:00 must be trained in basic firefighting, first aid and be in possession of a valid firearm competency certificate.

(d) Number of Security Officers: Saturday, Sunday, and Public Holidays for night shift

- 1 x Grade C (Male) – 18:00 – 06:00, must be trained in basic firefighting, first aid and be in possession of a valid firearm competency certificate.

3.6.4 THE MARINE BUILDING: SITE 4 (four)

Daily, 7 days per week, 24 hours per day

(a) Number of Security Officers: Monday to Friday for day shift

- 1 x Grade C (Female) – 06:00 – 18:00, must be trained in basic firefighting, first



aid and be in possession of a valid firearm competency certificate.

- 1 x Grade C (Male) – 06:00 – 18:00, must be trained in basic firefighting, first aid and be in possession of a valid firearm competency certificate.

(b) Number of Security Officers: Monday to Friday for night shift

- 1 x Grade C (Male) – 18:00 – 06:00, must be trained in basic firefighting, first aid and be in possession of a valid firearm competency certificate.

(c) Number of Security Officers: Saturday, Sunday, and Public Holidays for day shift

- 1 Grade C (Male) – 06:00 -18:00 must be trained in basic firefighting, first aid and be in possession of a valid firearm competency certificate.

(d) Number of Security Officers: Saturday, Sunday, and Public Holidays for night shift

- 1 x Grade C (Male) – 18:00 – 06:00, must be trained in basic firefighting, first aid and be in possession of a valid firearm competency certificate.

3.7 DUTY POINTS

3.7.1 Treasury House and Nomalanga

Main entrance and vehicle entrance: perform access and egress control, keep accurate records, and attend to security incidents.

Building: Perform regular inspections to ensure general safety and security.

3.7.2 Natalia Building

Main Entrance: perform access and egress control, keep accurate records and attend to security incidents.

Building: Perform regular inspections to ensure general safety and security.

3.7.3 Marine Building

Main Entrance: perform access and egress control, keep accurate records and attend to security incidents.

Building: Perform regular inspections to ensure general safety and security.



3.8

MINIMUM REQUIREMENTS OF SECURITY STAFF

It is the responsibility of the contractor to ensure that the security staff deployed on sites comply with the following requirements at all times.

3.8.1 SECURITY OFFICER (Grade B)

- (a) Security Officer must be trained to at least Grade 10.
- (b) Security Officer must have 2 years' experience at Grade C level and 3 years' experience on Grade D level.
- (c) Security Officer must at all times be capable of leading/controlling/supervising their subordinates.
- (d) Security Officer must be able to speak, read and write fluently in English and isiZulu.
- (e) Security Officer must have a suitable record clearance issued by South African Police Service.
- (f) Security Officer must be registered with the Private Security Industry Regulatory Authority (PSIRA).
- (g) Security Officer must have working knowledge of the Control of Access to Public Premises and Vehicles Act 53 of 1985, Firearms Control Act 60 of 2000 and Criminal Procedure Act 51 of 1977 as amended in relation to their duties.

3.8.2 SECURITY OFFICERS (Grade C)

- (a) Security Officers must have at least have grade 10 basic education.
- (b) Security Officers must have at least 2 years' experience at Grade C/ D level.
- (c) Security Officers must be able to speak, read and write in English and IsiZulu.
- (d) Security Offices must be registered with the Private Security Industry Regulatory Authority (PSIRA).
- (e) Security Officer must have a suitable record clearance issued by South African Police Service.
- (f) Security Officer must have working knowledge of the Control of Access to Public Premises and Vehicles Act 53 of 1985, Firearms Control Act 60 of 2000 and Criminal Procedure Act 51 of 1977 as amended in relation to their duties.

3.8.3 SUPERVISORS AND SECURITY OFFICERS

- 3.8.3.1 Security Officers must have passed formal security training, as laid down by the Private Security Industry Registration Authority (PSIRA) and shall ensure that the necessary standards are maintained.



- 3.8.3.2 At all times Security Officers must present an acceptable image/appearance which implies, *inter alia* that they may not sit, lounge about, smoke, eat, drink and use cellular phone whilst attending to clients.
- 3.8.3.3 Security Officers must at all times present a dedicated attitude / approach towards security, which shall imply, *inter alia*, that there shall be no arguments with staff / visitors or discourteous behavior displayed.
- 3.8.3.4 Security Officers must be physically, mentally healthy, and medically fit for the execution of their duties.
- 3.8.3.5 Security Officers must be registered as Security Officers, as required by Private Security Industry Regulatory Authority (PSIRA) Act 56 2001.
- 3.8.3.6 Security Officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Department.
- 3.8.3.7 Security Officers are prohibited from reading office documents, rummaging through records and utilising computer equipment.
- 3.8.3.8 Security Officers may not furnish a member of the public with information concerning the institutions activities without written authorisation of the Head of Department.
- 3.8.3.9 Security Officers shall be required to undergo security screening conducted by State Security Agency and sign confidentiality agreements.
- 3.8.3.10 Security Officers must not have unprofessional relations with staff and other contractors on site.

3.8.4 SECURITY STAFF EQUIPMENT

The contractor undertakes to ensure that each member of his security staff at all times when on duty, be fully equipped with:

- A neat and clearly identifiable uniform supplied by the contractor, which must include a matching raincoat for rainy and an overcoat for cold conditions.
- A clear identification card issued by the PSIRA, with the member's photo, identification, and serial registration numbers on it, worn conspicuously on his person at all times.
- Service aids to be always carried by members, such as:
 - Baton
 - Handcuffs
 - Whistle
 - Pocket Book
 - Pen
 - Radio
 - Handheld metal detector
 - Cell phone (one per site)



- Pepper spray
- Torch

Once appointed, the service provider must hand over proper staff files of all security staff who are deployed.

3.8.4.1 The appropriate staff file shall include, *inter alia*, the following:

Scholastic and training certificates:

- Detailed CV
- A colour ID size photo
- Certified RSA ID
- Registration with PSIRA
- Police clearance
- Full set of fingerprints (SAPS 91 form)
- Residential verification /affidavit or municipal account

3.8.5 SECURITY CLEARANCE

The bidders shall be subject to security clearance conducted by the State Security Agency (SSA). All security personnel deployed on all four sites shall have positive security clearance issued by the SSA.

3.8.6 SECURITY AIDS

The bidder must ensure that the following security aids are supplied and available at all times at the premises where security service in terms of this contract is to be rendered.

- Security registers
- Security staff equipment as per para 3.8.4 above
- Security service aids as per para 3.8.4.1 above

3.8.7 SALARY RATES

Security officers must not be remunerated below **PSIRA** rates despite of any employment agreement entered into.

3.9 EXPERIENCE

The bidder must have experience in the corporate security guarding service. The bidder must provide relevant contactable references of organisations where the bidder has rendered similar services. Demonstrate the ability to respond within 10 minutes in cases of emergencies.



3.10 **CONTROL ROOM**

3.10.1 The successful bidder (Security Company) must have functional 24-hour control room in Pietermaritzburg, if it is not in Pietermaritzburg, the bidder must provide a letter of intention to establish functional control room within two months of appointment in Pietermaritzburg.

3.10.2 A site inspection of the shortlisted shall be conducted to assess bidder's operations centre to ascertain 24-hour functionality. A basic representation of the company and office walkthrough, existence of employees as per the provided company profile, company fleet, uniform, and identification, occurrence book and or similar electronic system used to log incidents, 24 hours shift register for the control room and radio functionality.

3.11 **REFERENCES**

References shall be conducted on the following: Quality of service received. The professionalism of the service provider. Response time to emergencies. Effectiveness of communication tools used. Likelihood of acquiring the service from the provider in the future.

3.12 **COMPULSORY BRIEFING SESSION**

Date: 03 May 2024
Time: 10:00 am
Venue: KZN Provincial Treasury
145 Chief Albert Luthuli Road
Pietermaritzburg
3200

4. EVALUATION CRITERIA

The Evaluation Criteria will consist of the following four Phases:

4.1 Phase 1 - Supply Chain Administrative Compliance

- (i) Bids submitted must be complete in all respects.
- (ii) The following forms must be duly completed and be submitted with the bid at the time of closing of bid:

COMPULSORY BID FORMS		Tick to indicate submission
PART A	INVITATION TO BID (SBD 1)	
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	
SECTION D	COMPULSORY BRIEFING SESSION FORM	
SECTION E	PRICING SCHEDULE (SBD3.1)	
SECTION F	DECLARATION OF INTEREST (SBD 4)	
SECTION K	AUTHORITY TO SIGN THE BID	

Failure to comply with the Supply Chain Administrative Compliance shall result in the offer considered non-responsive and shall be rejected.

4.2 Phase 2: Mandatory Requirements.

The following mandatory documents must be submitted with the bid at time of closing of the bid:

MINIMUM REQUIREMENTS	YES/NO	PROOF TO BE PROVIDED
The owner/Director of the entity must have a Grade B PSIRA.		Proof of registration must be valid
The entity must be registered with PSIRA.		Proof of registration must be valid
Letter of good standing with PSIRA		Proof of registration must be valid
PSIRA registered security officers (attach proof security officer meeting the required standard on your payroll recruitment plan)		Proof of security officer meeting the required standard on your payroll or recruitment plan
Compensation for Occupational Injuries and Diseases Act (COIDA)/ Workman's Compensation registration.		Proof of registration must be valid



Registration with the Pension Fund for Security Officers (PSSPF).		Proof of registration must be valid
Proof of compliance with the Private Security Services Provident Fund (PSSPF).		Proof of registration must be valid
Proof of registration with the Unemployed Insurance Fund (UIF).		Proof of registration must be valid
Proof of Public Liability Insurance or letter of intent to obtain one within three months of appointment (R 3 million rand).		Public Liability Insurance Cover / Quotation not older than 3 months
Company vehicles minimum three (3)		Attach copies of logbooks or valid lease agreement
Proof of valid licenses for hand-held radios		Attach proof of valid licenses for hand-held radios

Failure to comply with the Mandatory requirements shall result in the offer considered non-responsive and shall be rejected.

4.3 Phase 3: Functionality Score

4.3.1 **Part A:** Proposals from prospective bidders will be evaluated on functionality listed below:

AREA ASSESSED	REQUIRED INFORMATION AND OR DOCUMENTATION	WEIGHT/ POINTS
<p>Experience in corporate security</p> <p>a) 1- 3 years = 5 points</p> <p>b) 4 - 6 years = 10 points</p> <p>c) 7 years and above= 20 points</p>	<p>Attach reference letters with start and end date of experience in corporate security.</p> <p>NB: It is compulsory for bidders to substantiate the veracity of the information submitted in the reference letter by client completing and stamping Annexure B issued with the bid. Failure to submit a duly completed Annexure B shall result to no points allocated for Company experience.</p> <p>Only completed projects shall be considered in the scoring of points.</p>	20



<p>Site takeover plan</p> <p>a) Detailed plan to take over the site and Outline induction program for security officer and Deployment plan (proposed roaster) = 6 points Non submitted/not relevant = 0 point</p> <p>b) Proof of the company operational management (Attached operational structure) = 5 points Non submitted/not relevant = 0 point</p>	<p>Detailed plan to take over the site and Outline induction program for security officers and Deployment plan (proposed roaster)</p> <p>Proof of the company operational management (Attached operational structure).</p>	<p>11</p>
<p>Emergency response plan</p> <p>a) A detailed plan to continue services in cases of industrial action etc = 08 points Non submitted/not relevant = 0 point</p> <p>b) A plan to reinforce deployed personnel on site(s) in cases of incursions= 07 points Non submitted/not relevant = 0 point</p>	<p>A plan to continue services in cases of industrial action etc.</p> <p>A plan to reinforce deployed personnel on site(s) in cases of incursions.</p>	<p>15</p>
<p>Total Score</p>		<p>46</p>
<p>Minimum threshold (failure to meet this threshold your bid will be disqualified)</p>		<p>32</p>
<p>Bidders who did not meet a minimum threshold of 70% on the functionality criteria part A will be disqualified and shall not be evaluated further on Part B.</p>		

4.3.2 **Part B:** Site Inspection mandatory requirements for control room

AREA ASSESSED	COMPLY/ NOT COMPLY	PROOF TO BE PROVIDED
24-hour functional control room within KwaZulu-Natal		Proof of physical address must be supplied for inspection. If the Control room is not within Pietermaritzburg, a letter of intention to establish control room within the period of two months must be submitted.
Company fleet.		Logbooks or valid lease agreements, operational vehicles.
Uniform and identification.		A complete set of corporate uniform both winter and summer.
Occurrence Book (OB) and or similar electronic system used to log incidents.		OB and or functional system used for logging of incidents.



Existence of suitable employees.		Payroll or similar document.
Company Operational structure.		Organogram
24-hour shift register for the control room.		Register or roster
Radio functionality		Functional radio
Company profile		Company profile
Bidders who did not comply with the Part B: control room mandatory requirement during the site inspection shall be disqualified for further evaluation on price and specific goals.		

4.4 PRICE BREAKDOWN

1. TREASURY HOUSE, PROVINCIAL TREASURY 145 CHIEF ALBERT LUTHULI STREET, PIETERMARITZBURG, 3201.

(a) NUMBER OF SECURITY OFFICERS REQUIRED: MONDAY TO FRIDAY (DAY SHIFT 06h00 to 18h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade B	M/F	1	Monday to Friday	R.....	R.....	R.....	R.....
Grade C	M/F	11	Monday to Friday	R.....	R.....	R.....	R.....
Total Cost for Monday to Friday (Day Shift 06h00 to 18h00)							R.....

(b) NUMBER OF SECURITY OFFICERS REQUIRED: MONDAY TO FRIDAY (NIGHT SHIFT 18h00 to 06h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade C	M/F	3	Monday to Friday	R.....	R.....	R.....	R.....

(c) NUMBER OF SECURITY OFFICERS REQUIRED: SATURDAY, SUNDAY, & PUBLIC HOLIDAYS (DAY SHIFT 06h00 to 18h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade C	M/F	3	Saturday, Sunday, & Public Holidays	R.....	R.....	R.....	R.....

(d) NUMBER OF SECURITY OFFICERS REQUIRED: SATURDAY, SUNDAY, & PUBLIC HOLIDAYS (NIGHT SHIFT 18h00 to 06h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade C	M/F	3	Saturday, Sunday, & Public Holidays	R.....	R.....	R.....	R.....

TOTAL COST FOR GUARDS FOR TREASURY HOUSE FOR THE PERIOD OF 3 YEARS (A + B + C + D)

R.....

2. NOMALANGA BUILDING, 212 LANGALIBALELE STREET, PIETERMARITZBURG, 3201.

(a) NUMBER OF SECURITY OFFICERS REQUIRED: MONDAY TO FRIDAY (DAY SHIFT 06h00 to 18h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade B	M/F	1	Monday to Friday	R.....	R.....	R.....	R.....
Grade C	M/F	7	Monday to Friday	R.....	R.....	R.....	R.....
Total Cost for Monday to Friday (Day Shift 06h00 to 18h00)							<u>R.....</u>

(b) NUMBER OF SECURITY OFFICERS REQUIRED: MONDAY TO FRIDAY (NIGHT SHIFT 18h00 to 06h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade C	M/F	2	Monday to Friday	R.....	R.....	R.....	<u>R.....</u>

(c) NUMBER OF SECURITY OFFICERS REQUIRED: SATURDAY, SUNDAY, & PUBLIC HOLIDAYS (DAY SHIFT 06h00 to 18h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade C	M/F	2	Saturday, Sunday, & Public Holidays	R.....	R.....	R.....	<u>R.....</u>

(d) NUMBER OF SECURITY OFFICERS REQUIRED: SATURDAY, SUNDAY, & PUBLIC HOLIDAYS (NIGHT SHIFT 18h00 to 06h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade C	M/F	2	Saturday, Sunday, & Public Holidays	R.....	R.....	R.....	<u>R.....</u>

TOTAL COST FOR GUARDS FOR NOMALANGA BUILDING FOR THE PERIOD OF 3 YEARS (A + B + C + D)

R.....



3. NATALIA BUILDING, 2ND FLOOR, NORTH TOWER, 330 LANGALIBALELE STREET, PIETERMARITZBURG, 3201

(a) NUMBER OF SECURITY OFFICERS REQUIRED: MONDAY TO FRIDAY (DAY SHIFT 06h00 to 18h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade C	M/F	2	Monday to Friday	R.....	R.....	R.....	R.....

(b) NUMBER OF SECURITY OFFICERS REQUIRED: MONDAY TO FRIDAY (NIGHT SHIFT 18h00 to 06h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade C	M	1	Monday to Friday	R.....	R.....	R.....	R.....

(c) NUMBER OF SECURITY OFFICERS REQUIRED: SATURDAY, SUNDAY, & PUBLIC HOLIDAYS (DAY SHIFT 06h00 to 18h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade C	M	1	Saturday, Sunday, & Public Holidays	R.....	R.....	R.....	R.....

(d) NUMBER OF SECURITY OFFICERS REQUIRED: SATURDAY, SUNDAY, & PUBLIC HOLIDAYS (NIGHT SHIFT 18h00 to 06h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade C	M	1	Saturday, Sunday, & Public Holidays	R.....	R.....	R.....	R.....

TOTAL COST FOR GUARDS FOR NATALIA BUILDING FOR THE PERIOD OF 3 YEARS (A + B + C + D)

R.....



4. THE MARINE BUILDING, 9TH FLOOR, 22 DOROTHY STREET, DURBAN CENTRAL, 4000

(a) NUMBER OF SECURITY OFFICERS REQUIRED: MONDAY TO FRIDAY (DAY SHIFT 06h00 to 18h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade C	M/F	2	Monday to Friday	R.....	R.....	R.....	R.....

(b) NUMBER OF SECURITY OFFICERS REQUIRED: MONDAY TO FRIDAY (NIGHT SHIFT 18h00 to 06h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade C	M	1	Monday to Friday	R.....	R.....	R.....	R.....

(c) NUMBER OF SECURITY OFFICERS REQUIRED: SATURDAY, SUNDAY, & PUBLIC HOLIDAYS (DAY SHIFT 06h00 to 18h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD PER SHIFT	TOTAL COST OF GUARDS PER MONTH	TOTAL COST OF GUARDS YEAR 1	TOTAL COST FOR GUARDS FOR 3 YEARS
Grade C	M	1	Saturday, Sunday, & Public Holidays	R.....	R.....	R.....	R.....

(d) NUMBER OF SECURITY OFFICERS REQUIRED: SATURDAY, SUNDAY, & PUBLIC HOLIDAYS (NIGHT SHIFT 18h00 to 06h00)

GRADE	GENDER	UNITS	PERIOD	COST PER GUARD FOR DAY SHIFT (1 GUARDS)	COST PER GUARD FOR NIGHTSHIFT (1 GUARD)	TOTAL COST PER MONTH	TOTAL COST FOR GUARD (S) FOR 3 YEARS
Grade C	M	1	Saturday, Sunday, & Public Holidays	R.....	R.....	R.....	R.....

TOTAL COST FOR GUARDS FOR TREASURY HOUSE FOR THE PERIOD OF 3 YEARS (A + B + C + D)

R.....



SUMMARY OF COST	TOTAL COST OF GUARDS FOR 12 MONTHS	TOTAL COST FOR GUARDS FOR 36 MONTHS
TREASURY HOUSE (SITE 1)	R.....	R.....
NOMLANGA BUILDING (SITE 2)	R.....	R.....
NATALIA BUILDING (SITE 3)	R.....	R.....
THE MARINE BUILDING (SITE 4)	R.....	R.....
TOTAL COST FOR GUARDS FOR 36 MONTHS		<u>R.....</u>
ADD: TOTAL COST FOR OVERHEADS AND PROFIT		<u>R.....</u>
TOTAL COSTS FOR 36 MONTHS		<u>R.....</u>
Add 15% VAT		<u>R.....</u>
BID TOTAL		<u>R.....</u>

NB: The bidder must take into consideration the following conditions for pricing:

- ✓ The bid price must be indicated on the pricing schedule SBD 3.1.
- ✓ The security officers must not be remunerated below PSIRA rate despite any employment agreement entered.
- ✓ The Department shall consider prices changes that are gazetted by PSIRA and or Bargaining Council for salaries, the overheads, and profit margins shall be fixed for the duration of the contract.
- ✓ A bidder must submit one consolidated price schedule for all four (4) sites. The pricing schedule must be fully completed. Failure to comply will lead to disqualification.

4.5 Phase 4: Price and Preference Points

This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations, 2022.

4.5.1 Specific goals may include the following:

- (i) Contract with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability,
- (ii) Implementing the programmes of the Reconstruction and Development Programme as published in government gazette No. 16805 dated 23 November 1994,

It is mandatory for tenderers to complete SBD 6.1 to claim the points for specific goals, failure to complete the SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

4.5.2 The applicable preference point system for this tender is 80/20 preference point system wherein 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:

Preference point system	
Price	80
Specific Goals	20
<ul style="list-style-type: none"> • Historical Disadvantage Person (HDP) – Black owned Enterprise 	10
<ul style="list-style-type: none"> • Enterprise Located in KZN 	10
Total	100

4.5.3 It is compulsory for bidders to substantiate that they meet the above specific goals requirements by submitting the following evidence:

- (i) Copy of Enterprise Registration Certificate (CIPC)
- (ii) Original certified copies of ID for all directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise
- (iii) Current Enterprise Municipal tax invoice for water and electricity or tribal authority letter for rural areas within the KwaZulu-Natal Province

4.5.4 Calculation of Equity for Specific Goals

- (m) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDPs.
- (n) The equity ownership contemplated in sub-paragraph (a) must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- (o) In the event that the percentage of ownership contemplated in sub-paragraph (b) changes after the closing date of the tender, the tenderer must notify the relevant organ of state and such tenderer will not be eligible for any preference points.
- (p) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- (q) Subject to sub-paragraphs (a), (b), (c) and (d), all claims made for equity ownership by an HDP must be considered according to the following criteria:



- (iv) Equity within private companies must be based on the percentage of equity ownership;
- (v) Preference points may not be awarded to public companies and tertiary institutions;

- (vi) The following formula must be applied to calculate the number of points for equity ownership by an HDP:

$$NEP = NOP \times \frac{EP}{100}$$

Where:

NEP = Points awarded for equity ownership by an HDP

NOP= The maximum number of points awarded for equity ownership by an HDP

EP = The percentage of equity ownership by an HDP within the enterprise or business, determined in accordance with sub-regulations (a), (b), (c) and (d).

- (r) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- (s) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-paragraph (f) must be submitted to the relevant organ of state.
- (t) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDP members, be entitled to equity ownership in respect of an HDP.
- (u) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- (v) The points contemplated in sub- paragraph (i) must be added to the points scored for price, in order to establish the total number of points scored.
- (w) The contract must be awarded to the tender which scores the highest points.
- (x) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDP, may not subcontract more than 25% of the value of the contract to a person who is not an HDP or does not qualify for such preference.



P.O. Box 3613, Pietermaritzburg, 3200
Treasury House, 145 Chief Albert Luthuli Street, Pietermaritzburg
Tel: 033 897 4440 Fax: 033 341 0986

ANNEXURE A: PRICE JUSTIFICATION FORM

A large rectangular area with a black border, filled with 30 horizontal dotted lines for text entry.



A large rectangular area containing 25 horizontal dotted lines, intended for writing or recording information.



ANNEXURE B: REFERENCE LETTER ONE

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:					
PREVIOUS CLIENT/EMPLOYER NAME:					
TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/PROJECT:					
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:					
VALUE OF WORK COMPLETED:					
DURATION AND DATE COMPLETED:					
START DATE:			END DATE:		
.....
<i>Day</i>	<i>Month</i>	<i>Year</i>	<i>Day</i>	<i>Month</i>	<i>Year</i>
The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.					
Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?			Select applicable rating <input type="radio"/> Excellent <input type="radio"/> Good <input type="radio"/> Satisfactory <input type="radio"/> Poor		
Kindly, indicate their overall performance on the project.			Select applicable rating <input type="radio"/> Excellent <input type="radio"/> Good <input type="radio"/> Satisfactory <input type="radio"/> Poor		
What was the response time to an Emergency?			Select applicable rating <input type="radio"/> Immediate (less than 10 minutes) <input type="radio"/> Delayed (30 minutes) <input type="radio"/> Late (more than 30 minutes) <input type="radio"/> Not Applicable (no emergency)		

Full Name of Authorised Signatory.....

Contact Number Email address
.....

Signature Date

CLIENT(EMPLOYER) STAMP HERE



Incomplete and/ or unsigned form will not be accepted and.....Reserves the right to contact any Client Company listed as a reference



ANNEXURE B: REFERENCE LETTER TWO

CONFIRMATION OF REFERENCES

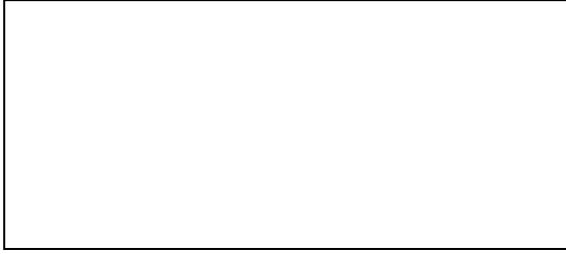
NAME OF BIDDING COMPANY:					
PREVIOUS CLIENT/EMPLOYER NAME:					
TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/PROJECT:					
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:					
VALUE OF WORK COMPLETED:					
DURATION AND DATE COMPLETED:					
START DATE:			END DATE:		
.....
<i>Day</i>	<i>Month</i>	<i>Year</i>	<i>Day</i>	<i>Month</i>	<i>Year</i>
The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.					
Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?			Select applicable rating <input type="radio"/> Excellent <input type="radio"/> Good <input type="radio"/> Satisfactory <input type="radio"/> Poor		
Kindly, indicate their overall performance on the project.			Select applicable rating <input type="radio"/> Excellent <input type="radio"/> Good <input type="radio"/> Satisfactory <input type="radio"/> Poor		
What was the response time to an Emergency			Select applicable rating <input type="radio"/> Immediate (less than 10 minutes) <input type="radio"/> Delayed (30 minutes) <input type="radio"/> Late (more than 30 minutes) <input type="radio"/> Not Applicable (no emergency)		

Full Name of Authorised Signatory.....

Contact Number Email address
.....

Signature Date

CLIENT(EMPLOYER) STAMP HERE



Incomplete and/ or unsigned form will not be accepted and.....Reserves the right to contact any Client Company listed as a reference.



ANNEXURE B: REFERENCE LETTER THREE

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:					
PREVIOUS CLIENT/EMPLOYER NAME:					
TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/PROJECT:					
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:					
VALUE OF WORK COMPLETED:					
DURATION AND DATE COMPLETED:					
START DATE:			END DATE:		
.....
<i>Day</i>	<i>Month</i>	<i>Year</i>	<i>Day</i>	<i>Month</i>	<i>Year</i>
The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.					
Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?			Select applicable rating <input type="radio"/> Excellent <input type="radio"/> Good <input type="radio"/> Satisfactory <input type="radio"/> Poor		
Kindly, indicate their overall performance on the project.			Select applicable rating <input type="radio"/> Excellent <input type="radio"/> Good <input type="radio"/> Satisfactory <input type="radio"/> Poor		
What was the response time to an Emergency			Select applicable rating <input type="radio"/> Immediate (less than 10 minutes) <input type="radio"/> Delayed (30 minutes) <input type="radio"/> Late (more than 30 minutes) <input type="radio"/> Not Applicable (no emergency)		

Full Name of Authorised

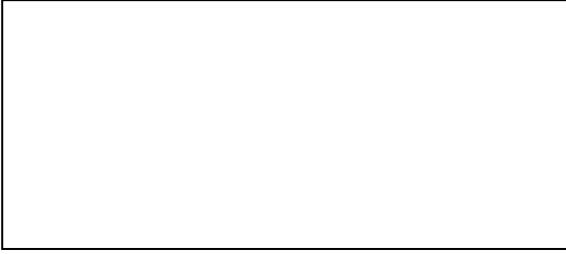
Signatory.....

Contact Number Email address

.....

Signature Date

CLIENT(EMPLOYER) STAMP HERE



Incomplete and/ or unsigned form will not be accepted and.....Reserves the right to contact any Client Company listed as a reference.