



PROVINCE OF KWAZULU-NATAL DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS

QUOTATION NUMBER: Q56 EDTEA 21/22

QUOTATION DESCRIPTION: APPOINTMENT OF THE SUITABLE SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT KZN DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS: OFFICE OF THE MEC FOR A PERIOD OF 6 MONTHS

DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS

Private Bag X9152

Pietermaritzburg

3200

Contact: Ntombifuthi Shange

Telephone: 033 264 2663

Email: Ntombifuthi.shange@kznedtea.gov.za

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO SUPPLY CHAIN MANAGEMENT LEGISLATION AND THE GENERAL CONDITIONS OF CONTRACT AS PRESCRIBED BY NATIONAL TREASURY.

NB: Please also submit Proposal Document stored in a CD or Flash drive.

Initial_____

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Briefing session / meeting is not applicable for this Quotation. However, should bidders have questions on this quotation, kindly forward them to **Ms Ntombifuthi Shange** on email address: Ntombifuthi.shange@kznedtea.gov.za due date for submitting question is the **15th of November 2021**.

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SECTION A
PART A
INVITATION TO QUOTE

| | | | | | |
|--|---|---------------|--|---|-------|
| YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| QUOTATION NUMBER: | Q56 EDTEA 21/22 | CLOSING DATE: | 18 November 2021 | CLOSING TIME: | 15:00 |
| DESCRIPTION | APPOINTMENT OF THE SUITABLE SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT KZN DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS: OFFICE OF THE MEC FOR A PERIOD OF 6 MONTHS | | | | |
| QUOTATION RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| GROUND FLOOR FOYER | | | | | |
| 270 JABU NDLOVU STREET | | | | | |
| PEITERMARITZBURG | | | | | |
| QUOTATION PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Ms Ntombifuthi Shange | | CONTACT PERSON | Ms Lethiwe Gule | |
| TELEPHONE NUMBER | 033 264 2864 | | TELEPHONE NUMBER | 033 264 2872 / 081 749 3927 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | Ntombifuthi.shange@kznedtea.gov.za | | E-MAIL ADDRESS | Lethiwe.gule@kznedtea.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |

PART B

TERMS AND CONDITIONS FOR QUOTING

1. QUOTATION SUBMISSION:

- 1.1. QUOTATIONS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE QUOTATIONS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL QUOTATION MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE QUOTATIONS DOCUMENT.**
- 1.3. THIS QUOTATION IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE QUOTATION.
- 2.5 IN QUOTATIONS 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 QUOTATIONS 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 QUOTATION INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS QUOTATION IS SIGNED:

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

DATE:

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE QUOTATION INVALID.

SECTION B**NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS**

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the quotation forms be retyped or redrafted. Photocopies of the original quotation 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. Quotations submitted must be complete in all respects.
5. Quotations 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 quotation documents.
6. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the Bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations may be rejected as being invalid.
7. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotations. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
8. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
9. No quotation sent through the post will be considered if it is received after the closing date and time stipulated in the documentation, and proof of posting will not be accepted as proof of delivery.
10. No quotation submitted by telefax, telegraphic or other electronic means will be considered.
11. Quotations documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.
12. Any alteration made by the Bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Quotations will be opened in public as soon as practicable after the closing time of quotation.
15. Where practical, prices are made public at the time of opening quotation.
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. The bidder must initial each and every page of the quotation document.

SECTION C

LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

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

| Section/ Schedule | Description | Compulsory (Yes / No) | Non- Submission will render bidders non- responsive (Yes/No) | Compulsory (Yes / No) For Quotation Evaluation Purposes | Yes | No | N/A |
|---|---|----------------------------------|--|---|-----|----|-----|
| Prospective Service Providers MUST complete the following as per the Quotation document: | | | | | | | |
| Section A | Invitation to Quotation | | | | | | |
| | National Treasury Central Suppliers Database Registration Number – completed. | Yes | | | | | |
| Section B | Special Instruction to Bidders | Read Only | | | | | |
| Section C | List of all Returnable & Compulsory | Yes | | | | | |
| Section E | Declaration of interest – Completed and signed. | Yes | Yes | | | | |
| Section F | The National Industrial Participation Programme (Only to be included for bids equal or exceeding R10 000 000) | Yes If Applicable | Yes If Applicable | | | | |
| Section G | Preference Points Claim Form In terms of the Preferential Procurement Regulations 2017. | | | Yes If Applicable | | | |
| Section H | QUOTATION Offer | Yes | Yes | | | | |
| Section I | Pricing Schedule-Firm Prices | | | Yes | | | |
| | Price Schedule-Professional Services | | | Yes | | | |
| Section J | Special Conditions of Contract | Read Only | | | | | |
| Section K | Questionnaire Replies - To be | No | No | | | | |

| Section/ Schedule | Description | Compulsory (Yes / No) | Non- Submission will render bidders non- responsive (Yes/No) | Compulsory (Yes / No) For Quotation Evaluation Purposes | Yes | No | N/A |
|----------------------|--|----------------------------------|--|---|-----|----|-----|
| | only included when Quotations for goods are involved. | | | | | | |
| Section L | Briefing Session/Site Inspection Certificate - Confirmation of attending briefing session | Yes If Applicable | Yes If Applicable | | | | |
| Section M | Declaration Certificate for Local Production and Content. | Yes If Applicable | Yes If Applicable | | | | |
| Section N | Authority to Sign a QUOTATION DOCUMENT | | | | | | |
| | Part A – Companies – Completed, Signed and Certified copy of resolution personally signed by the chairperson of board of directors attached | Yes If Applicable | Yes If Applicable | | | | |
| | Part B – Sole Proprietor – Completed and signed | Yes If Applicable | Yes If Applicable | | | | |
| | Part C – Partnership – Completed and signed by every partner | Yes If Applicable | Yes If Applicable | | | | |
| | Part D – Close Corporation- Completed and signed, certified copy of founding statement and resolution by its members attached. | Yes If Applicable | Yes If Applicable | | | | |
| | Part E- Co-operatives - Completed and signed, certified copy of the co-operative Constitution and resolution by | Yes If Applicable | Yes If Applicable | | | | |

| Section/ Schedule | Description | Compulsory (Yes / No) | Non- Submission will render bidders non- responsive (Yes/No) | Compulsory (Yes / No) For Quotation Evaluation Purposes | Yes | No | N/A |
|--|---|----------------------------------|--|---|-----|----|-----|
| | its members attached. | | | | | | |
| | Part F – Join Venture – Completed and signed, certified copy of resolution/agreement by authorized representatives of the enterprises attached. | Yes If Applicable | Yes If Applicable | | | | |
| | Part G – Consortium - Completed and signed, certified copy of resolution/agreement by authorized representatives of the enterprises attached. | Yes If Applicable | Yes If Applicable | | | | |
| Section O | Conditions of QUOTATION - Completed and signed. | Yes | Yes | | | | |
| Section P | Declaration of Bidders Past Supply Chain Management Practices - Completed and signed. | Yes | Yes | | | | |
| Section Q | Schedule variations from Goods or Services information (to be used whenever it is applicable) | Yes If Applicable | Yes If Applicable | | | | |
| Section R | Certificate of QUOTATION Determination | Yes | Yes | | | | |
| Prospective Service Providers MUST provide the following as per the Mandatory Requirements: | | | | | | | |
| | Certified ID Documents for Directors/Shareholders/Partners or Members | Yes | No | | | | |

| Section/ Schedule | Description | Compulsory (Yes / No) | Non- Submission will render bidders non- responsive (Yes/No) | Compulsory (Yes / No) For Quotation Evaluation Purposes | Yes | No | N/A |
|--|---|----------------------------------|--|---|-----|----|-----|
| | A certified copy of the consortium/joint venture agreement must accompany the QUOTATION document before the closing date and time of QUOTATION. | Yes If Applicable | Yes If Applicable | | | | |
| | Directors of the quoting company/joint venture/consortium must attach certified copies of their ID documents to the QUOTATION. | Yes If Applicable | No | | | | |
| Documents Required for Evaluation of B-BBEE | | | | | | | |
| | BBBEE Verification Certificate from a recognized certification Institution. To be certified or original to be submitted. | | Yes | Yes, for the purpose of assessing Pre-qualification criteria | | | |
| | Consortium or Joint-venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate. The non-submission of a consolidated BBBEE Certificate by a company will result in preference points not being allocated to such company. Failure | | Yes | Yes, for the purpose of assessing Pre-qualification criteria | | | |

| Section/ Schedule | Description | Compulsory (Yes / No) | Non- Submission will render bidders non- responsive (Yes/No) | Compulsory (Yes / No) For Quotation Evaluation Purposes | Yes | No | N/A |
|----------------------|--|--------------------------|--|---|-----|----|-----|
| | to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture | | | | | | |

SECTION D**REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register or call 033 897 4223/4676/4509 for assistance.
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;
 - 3.1 de-register the supplier from the Database,
 - 3.2 cancel a Quotation or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable quotation 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 updates its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

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

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

.....

WHO REPRESENTS (state name of bidder)

.....

I 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 QUOTATION.

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

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SECTION E

DECLARATION OF INTEREST (SBD 4)

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quotation (includes an advertised competitive quotation, a limited quotation, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting quotation, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

1.1 the bidder is employed by the state; and/or

1.2 the legal person on whose behalf the quotation document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quotation(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quotation.

- 2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quotation.**

2.1 Full Name of Bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b) any municipality or municipal entity;
- c) provincial legislature;
- d) national Assembly or the national Council of provinces; or

e) Parliament.

Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the Bidder presently employed by the state? **YES/NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the Bidder is employed:.....

Position occupied in the state institution:.....

Any other particulars:

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
 the appropriate authority to undertake remunerative
 work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the quotation document? **YES / NO**

(Note: Failure to submit proof of such authority, where
 applicable, may result in the disqualification of the quotation.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

2.8 Did you or your spouse, or any of the company’s directors / **YES / NO**
 trustees / shareholders / members or their spouses conduct
 business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....

2.9 Do you, or any person connected with the bidder, have
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this quotation? YES / NO

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this quotation? YES / NO

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related companies
whether or not they are quoting for this contract? YES / NO

2.11.1 If so, furnish particulars:

.....

3. Full details of directors / trustees / members / shareholders.

| Full Name | Identity Number | Personal Income Tax Reference Number | State Employee Number / Persal Number |
|-----------|-----------------|---|--|
| | | | |
| | | | |
| | | | |
| | | | |

4. DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTATION OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SECTION F

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)

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 QUOTATION 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 quotation 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 quotation with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- quotation / 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;

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- 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.

Quotation 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
2017 (SBD 6.1)**

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

| | POINTS |
|--|---------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

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

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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“BID”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price BIDs, advertised competitive quoting processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

| | | |
|-------|----|-------|
| 80/20 | or | 90/10 |
|-------|----|-------|



or



Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

5 BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

Initial _____

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

7.1.1 If yes, indicate:

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
- (a) disqualify the person from the quoting 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;

Initial _____

Q56 EDTEA 21/22

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

SECTION H
QUOTATION OFFER
 (To be completed by Bidder)

QUOTATION NUMBER: Q56 EDTEA 21/22

1. QUOTATION PRICE INCLUDING VAT:
 R.....
2. AMOUNT IN WORDS:

3. TIME FOR COMPLETION/ DELIVERY:calendar months

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

| | | |
|---|-----|----|
| FOR OFFICE PURPOSES ONLY | | |
| <div style="background-color: #cccccc; padding: 5px; margin: 0 auto; width: 60%;"> IMPORTANT </div> <div style="background-color: #cccccc; padding: 5px; margin: 0 auto; width: 60%;"> Mark appropriate block with "X" </div> | | |
| 1. HAVE ANY ALTERATIONS BEEN MADE? | YES | NO |
| 2. HAS AN ALTERNATIVE QUOTATION BEEN SUBMITTED? | YES | NO |
| 3. IF APPLICABLE: DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? | YES | NO |

SECTION I

PRICING SCHEDULE – FIRM PRICES (SBD 3.1)
(PURCHASES)

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

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

| | |
|---------------------|-----------------------------------|
| Name of bidder..... | Quotation number: Q56 EDTEA 21/22 |
| Closing Time 15:00 | Closing date: 18 November 2021 |

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF QUOTATION.

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

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

Note: All delivery costs must be included in the Quotation 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

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

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

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

| | |
|---------------------------|---------------------------------------|
| Name of bidder..... | Quotation number: Q56 EDTEA 21/22 |
| Closing Time 15:00 | Closing date: 18 November 2021 |

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF QUOTATION.

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

- Required by:
.....

- At:
.....

- Brand and model
.....

- Country of origin
.....

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)
.....

- Period required for delivery
.....

- Delivery: *Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

| FACTOR (D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF QUOTATION PRICE |
|--|----------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

PRICING SCHEDULE (SDB 3.3)**(Professional Services)**

| | |
|---------------------------|---------------------------------------|
| Name of bidder..... | Quotation number: Q56 EDTEA 21/22 |
| Closing Time 15:00 | Closing date: 18 November 2021 |

OFFER TO BE VALID FOR 90 WORKING DAYS FROM THE CLOSING DATE OF QUOTATION.

| ITEM DESCRIPTION | QUOTATION PRICE IN RSA |
|------------------|------------------------------------|
| CURRENCY | |
| NO | ** (ALL APPLICABLE TAXES INCLUDED) |

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
R.....
- Persons who will be involved in the project and rates applicable (certified invoices must be rendered in terms hereof)

| 4. PERSON AND POSITION | HOURLY RATE | DAILY RATE |
|------------------------|-------------|------------|
| ----- | R----- | R----- |
| ----- | R----- | R----- |
| ----- | R----- | R----- |
| ----- | R----- | R----- |
| ----- | R----- | R----- |

- Phases according to which the project will be completed, cost per phase and man-days to be spent

| | | |
|-------|--------|-----------|
| ----- | R----- | -----days |
| ----- | R----- | -----days |
| ----- | R----- | -----days |
| ----- | R----- | -----days |

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

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

Initial _____

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TOTAL: R.....

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

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |
| | | | R..... |
| TOTAL: R..... | | | |

6. Period required for commencement with project after acceptance of quotation

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....
.....
.....

SECTION J**SPECIAL CONDITIONS OF CONTRACT****SECTION 1 – DEFINITIONS****1. DEFINITIONS**

- 1.1 “Department” means the Department of Economic Development, Tourism and Environmental Affairs in the KwaZulu-Natal Provincial Administration.
- 1.2 “Head” means the officer appointed to the post of Head of the Department, who has signed this contract and shall include any person acting in that capacity.
- 1.3 “Service Provider” means the person or persons, partnership, firm or company or close corporation, etc. whose QUOTATION for this work has been accepted, and who has, or have, signed this Contract, and shall include his or her heirs, executors, administrators, successors, and any representative, duly appointed, with the consent in writing of the Employer.
- 1.4 “Team” means person or persons representing or acting on behalf of the Service Provider in the execution of this Contract.
- 1.5 “Written instructions” means any printed, typed or written documents or letter signed by or on behalf of the Head and addressed to the Service provider for the purpose of his guidance, direction or instruction.

SECTION 2 - INSTRUCTION TO BIDDERS**2. INSTRUCTION TO BIDDERS**

- 2.1.1 The service provider must be a legal entity, person or consortium with all other necessary expertise.
- 2.1.2 Be registered with the National Treasury Central Service Providers Database. Proof of registration together with the number must be provided as part of the proposal.
- 2.1.3 The B-BBEE verification certificates must also be submitted together with the proposal.
- 2.1.4 The service provider must fully complete all the relevant sections in the quotation document failure to complete the relevant sections will result in quotation disqualification.
- 2.1.5 Service providers to ensure that all Tax matters to be in order.
- 2.1.6 Service providers are required to declare in writing, as part of their proposals submissions, that they have no conflict of interest in acting for the KZNEDTEA in this assignment.
- 2.1.7 KZNEDTEA will enter into agreement with the selected service provider for the work set out in these Terms of Reference. In the event of any conflict arising between the Terms of Reference and the agreement, the agreement will prevail.
- 2.1.8 The persons proposed for the professional work on the assignment shall themselves carry out the work, unless permission is granted by KZNEDTEA to replace them. Such permission will only be granted in exceptional circumstances.

- 2.1.9 The cost of preparing proposals and of negotiating the contract is not reimbursable.
- 2.1.10 KZNEDTEA is not bound to accept any proposals submitted and reserve the right to negotiate price with the preferred service provider and to request improvements to the service provider's team if deemed necessary.
- 2.1.11 KZNEDTEA reserves the right to interview short-listed service providers if required and /or call for the best and final offers from one or more service providers.
- 2.1.12 Any effort by the service provider to influence proposal evaluation, proposal comparisons or proposal award decisions in any manner, will result in rejection of the proposal concerned.
- 2.1.13 Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this project / assignment shall vest in and are hereby transferred to KZNEDTEA, unless specifically agreed to otherwise, in the form of individual written, Agreement signed by both parties.
- 2.1.14 For this purpose only, all works created in terms of this project / assignments thereof shall be deemed to have been created under control and direction of KZNEDTEA and be the property of KZNEDTEA.
- 2.1.15 All information documents, records and books provided by KZNEDTEA to any service provider in connection with the proposal or otherwise are strictly private and confidential.
- 2.1.16 Any proposer to any third party shall not disclose them, except with the express consent of KZNEDTEA, which shall be granted in writing prior to such disclosure. KZNEDTEA however, reserves the right to disclose any information provided by the service provider to any of its employees.
- 2.1.17 KZNEDTEA requires no quotation surety, but services providers should note that KZNEDTEA reserves the right to review this position at contractual stages.
- 2.1.18 KZNEDTEA reserves the right to downscale the required services should the need arise; however this will be done on a consensus basis.
- 2.1.19 The proposal must remain valid for the period of the assignment. Prices indicated in the proposal must remain firm for the duration of the assignment after the award has been made.
- 2.1.20 KZNEDTEA reserves the right to visit the premises of the short listed service providers prior to the assignment being awarded and after the contract has been signed.
- 2.1.21 For BIDs above R30 million, the successful tenderer must subcontract a minimum of 30% of the value of the contract to: ..

| No. | CRITERIA | Not Applicable |
|-----|--|----------------|
| 1 | an EME or QSE | Not Applicable |
| 2 | an EME or QSE which is at least 51% owned by black people | Not Applicable |
| 3 | an EME or QSE which is at least 51% owned by black people who are youth | Not Applicable |
| 4 | an EME or QSE which is at least 51% owned by black people who are women | Not Applicable |
| 5 | an EME or QSE which is at least 51% owned by black with disabilities | Not Applicable |
| 6 | an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships | Not Applicable |
| 7 | a Cooperative which is at least 51% owned by black people | Not Applicable |
| 8 | an EME or QSE which is at least 51% owned by black people who are military veterans | Not Applicable |

2.2. EQUIPMENT

Cell phones and any other equipment, where required, must be provided at own cost by the Contractor. All official cell phone calls will only be reimbursed by the Department if supported evidence is provided.

2.3 LANGUAGE MEDIUM

The language medium for all documentation related to the Contract shall be in English.

2.4 PAYMENT

Once a contract is awarded the supplier must complete an Original Bas Entity Form available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signs the financial detail certificate.

SECTION 3 – SUPPLY CHAIN MANAGEMENT PROCEDURES**3. SUPPLY CHAIN MANAGEMENT PROCEDURES****3.1 PROCEDURES FOR SUBMISSION**

- 3.1.1 It is the responsibility of the service providers to ensure that their proposals are in the bid Box by deadline date and time.
- 3.1.2 Bids/quotations are late if they are received at the address indicated in the BID/quotation documents after the closing date and time.
- 3.1.3 A late bid/quotation shall not be considered and, where practicable, shall be returned unopened to the Bidder.
- 3.1.4 No late quotations are accepted.
- 3.1.5 Bidders must please ensure that in all instances, the quotation reference number as well as the name of the project or quotation is clearly written in bold on the envelope.

3.2 VERIFICATION OF NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE

- 3.2.1 The Department will verify the following information of the National Treasury Central Suppliers Database.
 - a) Business registration, including details of directorship and membership;
 - b) Bank account holder information;
 - c) In the service of the state status;
 - d) Tax compliance status;
 - e) Identity number;
 - f) Tender defaulting and restriction status; and
 - g) Any additional and supplementary verification information communicated by the National Treasury.
- 3.2.2 Suppliers / service providers to ensure that the above information are updated and correct on the National Treasury Central Suppliers Database.

3.3 GENERAL EVALUATION CRITERIA

- 3.3.1 The Quotation Evaluation Committee will assess offers and adhere to the following basic guidelines when evaluating.
 - a) The 80/20 preference point system is applicable to quotations* with a Rand value equal to, or above R30 000 and up to a Rand value of R50 million (all applicable taxes included)
 - b) The 90/10 preference point system is applicable to bids with a Rand value above R50 million (all applicable taxes included).
 - c) Whether all the required information called for in the quotation document has been submitted by the bidder.
 - d) Bids/quotations that fail to achieve the minimum qualifying score (60%) for functionality must be disqualified.
 - e) Did the Bidder attend the site inspection if compulsory?

- f) Will the Bidder be in a position to successfully execute the contract?
- g) In terms of the Preferential Procurement Regulations, 2017 Pertaining to the Preferential Procurement Policy Framework ACT, No 5 of 2000, Cancellation and Re – Invitation of quotations can only happen if the following is not met.
 - Due to changed circumstances, there is no longer a need for the services, works or goods requested. [AOs / AAs must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured]; or
 - Funds are no longer available to cover the total envisaged expenditure. [AOs / AAs must ensure that the budgetary provisions exist]; or
 - No acceptable quotations are received. [If all quotations received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new quotations]; or
- h) There is a material irregularity in the tender process.

3.4 JOINT VENTURES

- 3.4.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- 3.4.2 Should this quotation be submitted by a joint venture, a certified copy of the joint venture agreement must accompany the quotation document before the closing date and time of quotation? The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 3.4.3 A trust, consortium or joint-venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate. The non-submission of a consolidated BBBEE Certificate by a company will result in preference points not being allocated to such company.
- 3.4.4 Failure to submit the joint venture Agreement will result in a company being disqualified.

3.5 EQUAL BIDS/QUOTATIONS

In the event that two or more bids/quotations have equal total points, the successful quotations will be the one scoring the highest number of B-BBEE points. Should functionality be a part of the evaluation process and two or more Bidders score equal total points and equal B-BBEE points; the contract must be awarded to the tenderer that scored the highest points for functionality. Should two or more bids/quotations be equal in all respects, the Adjudication shall be decided by the drawing of lots.

3.6 VALIDITY PERIOD AND EXTENSION THEREOF

- 3.6.1 The validity (binding) period for the quotation must be Ninety (90) days from close of bid/quotation. However, circumstances may arise whereby this KZN Department of Economic Development, Tourism and Environmental Affairs may request the Bidders to extend the validity (binding) period.

- 3.6.2 Should this occur, the KZN Department of Economic Development, Tourism and Environmental will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders.
- 3.6.3 This request will be done before the expiry of the original validity (binding) period.

3.7 ELECTRONIC PAYMENTS

Once a contract is awarded the supplier must complete an Original Bas Entity Form available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signs the financial detail certificate.

3.8 APPEALS PROCESS

All service providers are advised to refer to KZN SCM policy framework for the appeal process and procedures. The SCM policy framework is available on KZN Treasury website. www.kzntreasury.gov.za

3.9 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

3.9.1 The Bidder must furnish the following details of all current contracts:

- Date of commencement of contract/s;
- Expiry date/s;
- Value per contract; and
- Contract details. That is, with whom held, phone number and address/s of the company.

3.10 PREQUALIFICATION CRITERIA

3.10.1 The following prequalifying criteria is applicable to this quotation

| No. | CRITERIA | Not Applicable |
|-----|--|----------------|
| 1 | A tenderer having a stipulated minimum B-BBEE status level | Applicable |
| 1.1 | If One (1) above is applicable please state B-BBEE Level | Level 1 |
| 2 | An EME or QSE | |
| 3 | A tenderer subcontracting a minimum of 30% to: | |
| 3.1 | an EME or QSE | |
| 3.2 | an EME or QSE which is at least 51% owned by black people | |
| 3.3 | an EME or QSE which is at least 51% owned by black people who are youth | |
| 3.4 | an EME or QSE which is at least 51% owned by black people who are women | |
| 3.5 | an EME or QSE which is at least 51% owned by black with disabilities | |
| 3.6 | an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships | |
| 3.7 | a Cooperative which is at least 51% owned by black people | |
| 3.8 | an EME or QSE which is at least 51% owned by black people who are military veterans | |

SECTION 4 - SPECIAL CONDITIONS OF CONTRACT**4. SPECIAL CONDITIONS OF CONTRACT****4.1 LIABILITY**

The contractor shall be liable for the acts and omissions of its personnel and /or employees in the execution of their duties against:

- a) any damage to the Department's property, whether movable or immovable;
- b) loss of property belonging to the Department
- c) liability in respect of any damage to property, whether movable or
- d) immovable from third parties;
- e) liability in respect of loss property belonging to third parties; and
- f) liability in respect of the death of, unlawful arrest, injury, illness or disease to any person.

4.2 INDEMNITY CLAUSE

The Department will not be held responsible for any injuries incurred by the Contractor while rendering the service.

4.3 PENALTIES

Should at any time during the contract period be determined that the Contractor's personnel failed to perform in one or other facet of their duties without a reasonable motivation the contract will be terminated.

4.4 CONTRACT NOT TO BE CEDED OR ASSIGNED WITHOUT APPROVAL

The Contractor will not be allowed to cede or assign his rights and / or obligations under the contract or to sublet the contract work or any part thereof, without the consent of the Department.

4.5 EXECUTION OF WORK

The service rendered shall be carried out by the Contractor in a thorough and workman manner and to the satisfaction of the Department.

4.6 INSPECTION OF SITE

The Contractor shall have inspected the site and to have satisfied himself / herself before submitting his quotation, as to the nature of the work amount of personnel required and material necessary to render the service as required in the quotation document.

4.7 CARE OF THE WORKS

The obligation to take care of and provide custody for the contract work and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to prevent injury to persons or damage to property and to protect adjoining properties from trespass or damage to progress of the contract.

4.8 REMUNERATION

- 4.8.1 The Department shall remunerate the Service Provider in respect of its services in accordance with the appropriate conditions as set forth.
- 4.8.2 The Service Provider agrees hereto that responsibility of payment for services rendered to the Department shall vest in the Service Provider, who shall on monthly basis submit an invoice to the Department.
- 4.8.3 The service Provider shall submit to the Department a tax invoice for each month, and the Department shall pay to the Service Provider the amount of invoice within 30 (thirty days) of receipt of an agreed invoice. All supporting documents must be attached to all invoices submitted.
- 4.8.4 In the event that the Department is not satisfied with the performance of the Service Provider, the Department shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the service provider to rectify such performance.
- 4.8.5 In the event of the entire amount or a portion of the invoice being disputed by the Department, only a portion in the dispute shall be held for payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.
- 4.8.6 International and Domestic Travel to be undertaken by the service provider shall be as per the Travel Policy of the Department.
- 4.8.7 Disbursements shall be claimed as per the Subsistence and Travel policy of the Department.
- 4.8.8 The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.

4.9 TERMINATION OF SERVICES

- 4.9.1 Should the Contractor fail to meet the conditions of the contract, or continue rendering unsatisfactory service, the Department 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 Department may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.
- 4.9.2 The Department reserves the right to terminate the agreement, should the Institution, for any reason, be permanently closed or transferred to another location.
- 4.9.3 KZNEDTEA reserves the right to terminate the contract of any assignment to any party if there are reasonable grounds for considering that there is non-performance by the contracted service provider.
- 4.9.4 KZNEDTEA also reserves the right to curtail the scope of the assignment awarded or to curtail any aspect of the assignment by mutual agreement. In the event of any such cancellation or curtailment, the service provider shall have no claim or recourse against KZNEDTEA, of whatever nature, save the recoupment of the service provider's actual and reasonable costs already expended on the project.

4.10 UNSATISFACTORY PERFORMANCE

4.10.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

4.10.2 Before any action is taken, the KZNEDTEA 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 (14 days minimum). If the contractor does not perform satisfactorily despite the warning the KZNEDTEA will:

- a) take action in terms of its delegated powers;
- b) make a recommendation for cancellation of the contract concerned.

4.11. VAT

- i. Quotation prices must be inclusive of VAT.
- ii. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
 - a. The name, address and registration number of the supplier;
 - b. the name and address of the recipient;
 - c. an individual serialised number and the date upon which the tax invoice is issued;
 - d. a description of the goods or services supplied;
 - e. the quantity or volume of the goods or services supplied;
 - f. either –
 - iii. the value of the supply, the amount of tax charged and the consideration for the supply; or
 - iv. where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

4.12 REMUNERATION WORK OUTSIDE THE PUBLIC SERVICE

- 4.12.1 An employee cannot, without approval, undertake remunerative work outside his or her official duty. Written permission must be granted by the Executive Authority or an official authorised by the Executive Authority.
- 4.12.2 An employee is prohibited from serving on the Board of Directors of private sector organizations without the written permission granted by the Executive Authority or an official authorized by the Executive Authority.

4.13 RESTRICTION OF SUPPLIERS, SHAREHOLDERS AND DIRECTORS

- 4.13.1 AOs / AAs may act against Suppliers, Shareholders and Directors, upon detecting that false information regarding any matter which will affect or has affected the evaluation of a tender, in accordance with the Department's SCM Policy and Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.

SECTION K
QUESTIONNAIRE REPLIES

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

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

.....
DATE

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

SECTION L

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE (SBD 10)

NOT APPLICABLE

Briefing session / meeting is not applicable for this Quotation. However, should bidders have questions on this quotation, kindly forward them to Ms Ntombifuthi Shange: Ntombifuthi.shange@kznedtea.gov.za, due date for submitting questions is the 15th of November 2021 @15:00.

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

Site/building/institution involved: Department of Economic Development, Tourism and Environmental Affairs

Quotation No: Q56 EDTEA 21/22

Service: APPOINTMENT OF THE SUITABLE SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT KZN DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS: OFFICE OF THE MEC FOR A PERIOD OF 6 MONTHS

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE

(PRINT NAME)

DEPARTMENTAL STAMP:

(OPTIONAL)

DATE:

SECTION M
NOT APPLICABLE

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
(SBD 6.2)

This Standard Quotation Document must form part of all quotations invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, Bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific quoting condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage Quotation process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the quotation price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the Quotation price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the quotation as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A quotation may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the quotation documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this quotation is/are as follows:

Description of services, works or goods

Stipulated minimum threshold

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

3..1 If yes, the rate(s) of exchange to be used in this quotation to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the quotation.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a Quotation, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF QUOTATION NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the Bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, Bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the quotation documentation at the closing date and time of the quotation in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the Bidders for verification purposes for a period of at least 5 years. The successful Bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of Bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified QUOTATION comply with the minimum local content requirements as specified in the BID, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

| | |
|--|---|
| QUOTATION price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |

| | |
|--|--|
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

If the QUOTATION is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the QUOTATION is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

SECTION N

AUTHORITY TO SIGN A QUOTATION

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE OF SIGNATORY:

DATE:

WITNESSES: WITNESS: 1.....

2.....

Initial _____

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

Trading as

.....

.....

SIGNATURE
(PRINT NAME)

.....

DATE

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

Full name of partner

Residential address

Signature

.....
.....
.....
.....
.....

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

.....to sign this quotation as well as any contract resulting from the
quotation and any other

documents and correspondence in connection with this quotation and /or contract on behalf of

.....
SIGNATURE **SIGNATURE** **SIGNATURE**
(PRINT NAME) (PRINT NAME) (PRINT NAME)

.....
DATE **DATE** **DATE**

D. CLOSE CORPORATION

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

By resolution of members at a meeting on 20..... at
.....Mr/Mrs/Miss....., whose signature appears
below, has been authorised to sign all documents in connection with this quotation on behalf of (Name of Close
Corporation).....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME) IN
HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: **WITNESSES:**

1

2

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

By resolution of members at a meeting on 20..... at
.....Mr/Mrs/Miss....., whose signature appears below, has
been authorised to sign all documents in connection with this quotation on behalf of (Name of co-
operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:
(PRINT NAME)

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: WITNESSES:

1

2

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

***A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate for every separate quotation.**

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners
on.....20.....Mr/Mrs/Miss.....,Mr/Mrs/Miss.....
.....Mr/Mrs/Miss.....and Mr/Mrs/Miss..... (Whose signatures
appear below) have been duly authorised to sign all documents in connection with this quotation on behalf of:
(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: **DATE:**

Initial _____
G. **CONSORTIUM**

Q56 EDTEA 21/22

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

***A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate for every separate QUOTATION.**

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

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

Mr/Mrs/Miss.....(whose signature appears below) have been duly authorised to sign all documents in connection with this QUOTATION on behalf of:(Name of Consortium).....

IN HIS/HER CAPACITY AS:.....

SIGNATURE:.....

DATE:.....

(PRINT NAME)

SECTION O

CONDITIONS OF QUOTATION

1. I/We hereby quote to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the Quote documents (and which shall be taken as part of and be incorporated into this Quote) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the quote;
 - (b) this quote and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Quotation Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my quote within the period for which I/we have agreed that the quote shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my quote or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable quote or, if fresh quotations have to be invited, the additional expenditure incurred by the invitation of fresh quotations and by the subsequent acceptance of any less favourable quotations. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other quotations or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other quotations or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
 - (d) if my quotation is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my quotation and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

.....

.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my quotation: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this quotation or any related quotations by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

(1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.

(2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-

(a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or

(b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....
SIGNATURE OF BIDDER OR DULY
AUTHORISED REPRESENTATIVE

.....
NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....
POSTAL ADDRESS

.....
TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION P

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

- 1 This Standard Bidding Document must form part of all quotations invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The quotation of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the quotation.**

| Item | Question | Yes | No |
|-------|---|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors 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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

CERTIFICATION

Initial_____

Q56 EDTEA 21/22

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST
ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard QUOTATION Document must form part of all quotations¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive quoting (or bid rigging).² Collusive quoting is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the quotation of any Bidder if that Bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the quoting process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when quotations are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of bid Determination (SBD 9) must be completed and submitted with the quotation:

¹ Includes price quotations, advertised competitive quotations, limited quotations and proposals.

² BID rigging (or collusive quoting) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a quoting process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying QUOTATION:

(QUOTATION Number and Description)

in response to the invitation for the quotation made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying quotation will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying quotation, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying quotation, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a quotation in response to this quotation invitation;
 - b) could potentially submit a quotation in response to this quotation invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
6. The Bidder has arrived at the accompanying quotation independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive quoting.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a quotation;
 - e) the submission of a quotation which does not meet the specifications and conditions of the quotation; or
 - f) bidding with the intention not to win the quotation.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this quotation invitation relates.
9. The terms of the accompanying quotation 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 quotation opening or of the awarding of the contract.
- ³ 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.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to quotations 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE B: GENERAL CONDITIONS OF CONTRACT**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010****NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

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 quotations.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder, and includes collusive practice among Bidders (prior to or after quotation submission) designed to establish quotation 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 quotation 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 quotations, contracts and orders including quotations for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the quotation 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 quotation documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a quotation. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to quotation 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 quotation documents and specifications.

5. Use of Contract Documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful Bidder shall furnish to the purchaser the performance security of _____ the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the quotation documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 these contracts if not already specified in the quotation. Such notification, in the original quotation 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 23.

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of quotation, 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 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 purchase.

- 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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case 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 quotation shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the Bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a Bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a Bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the quotation (s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the Bidder(s) or contractor(s) from conducting business with the public

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sector for a period not exceeding ten (10) years and / or claim damages from the Bidder(s) or contractor(s) concerned.



TERMS OF REFERENCE

**APPOINTMENT OF THE SUITABLE SERVICE PROVIDER TO PROVIDE SECURITY SERVICES AT KZN
DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS: *OFFICE OF
THE MEC FOR A PERIOD OF 6 MONTHS***

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

1. Background

The contract for security guarding services is required at *Office of the MEC*.

2. Security Overview

Security Services is established by the MISS policy of the State Security Agency and approved by the Parliament of the Republic of South Africa in 1996. It exists in the department as a Directorate responsible to provide physical security, IT security, personal security and document security. These functions are there to ensure that both the personnel and assets are secured within the premises of EDTEA. For this reason, the Directorate employs the services of security companies and the electronic access control system.

3. Purpose of the TOR

The Department is seeking proposals from suitably qualified service providers to provide physical security services at 181 Hoosen Haffeejee Street, Pietermaritzburg for 6 months.

4. *Project Objectives*

4.1 The objective of the TOR is to source suitably qualified and accredited security companies to guard the Office of the MEC for a period of 6 months

4.2 Specific Objectives: The service provider will have to identify reliable security guards and their replacements/stand-by in order to provide reliable security function to the said office. This is important because MISS specifies that physical security should be provided in order to ensure safety and security of the state's assets and personnel at all times, as follows:

4.2.1 The service provider will be responsible to control the entrance of the building, performing access control at all entry and exit points into and out of the office building on a 24 hour basis;

4.2.2 Provide security services in respect of personnel, assets and information on a 24 hour basis, including weekends and public holidays;

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

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

4.2.4 The service provider is expected to be alert and react to the intruder and monitor Fire detection alarms

5. *Key deliverables*

The department is seeking proposals from suitable service providers to provide security services (guarding) at the 181 Hoosen Haffeejee Street, Pietermaritzburg

5.1 Well manned Office of the MEC

5.2 Professionally guarded main entrances to the building and the alternative entrances on a 24 hour basis;

5.3 Provision of track device for routine security patrols to achieve maximum protection of personnel, assets and information on a 24 hour basis;

5.4 Maintain an up-to-date record of State owned vehicles entering and exiting the office premises;

5.5 Maintain and up-to-date a log sheet and record of inspection of the condition of the car exiting and entering the premises and ensuring that the car is in the same general condition as it left office premises;

- 5.6 Maintain a register of all vehicles and the general public entering and exiting the building on a 24 hour basis
- 5.7 Maintain a record of intrusion and Fire detection alarms.
- 5.8 Monthly report on the general state of security at the respective EDTEA office premises in the province
- 5.9 Maintain a record of Covid 19 screening, temperature check of Security Guards and provide monthly report

6. *Specific Objectives*

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

- 6.1.1 To control access to the premises and building by all employees and the general public on a 24 hour basis;
- 6.1.2 To ensure enforcement of COVID 19 regulations and temperature screening of staff and visitors;
- 6.1.3 To control of access to restricted areas and parking areas;
- 6.1.4 To conduct searches to persons and vehicles in a procedural and professional manner;
- 6.1.5 To control of prohibited or unauthorised objects and substances;
- 6.1.6 To seize of undeclared or prohibited and dangerous objects forced into the premises;
- 6.1.7 To conduct escorts, patrols and guard duties on the premises. Any unauthorised persons must be restrained;
- 6.1.8 To crowd controlling and directing departmental personnel and visitors during emergency evacuations;
- 6.1.9 To use fire-fighting equipment in case of fire until the arrival of fire fighting brigade or emergency rescue unit;
- 6.1.10 To identify threats and risks to departmental assets and personnel. Such assets will include, but not limited to the following:
- ✓ Information;
 - ✓ Equipment;
 - ✓ Be able isolate non-employees;
 - ✓ communication networks (server, PABXs, etc.), and
 - ✓ Physical security equipment.
- 6.1.11 To conduct surveillance in person or by means of electronic surveillance equipment provided by the department of Economic Development, Tourism and Environmental Affairs;
- 6.1.12 To ensure proper population of security registers and incident reports;
- 6.1.13 To utilize two-way radios, telephone and public address communication systems and respond/react to alarms and emergency sirens; and
- 6.1.14 To actively react to potential or intruders and fire detection alarms.

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Duration

The project duration is 6 months

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

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KWAZULU-NATAL PROVINCE

**ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS**
REPUBLIC OF SOUTH AFRICA

OFFICE OF THE MEC

Please complete the following table:

| <i>Key Staff</i> | <i>Name</i> | <i>ID No</i> | <i>Qualifica tion (Grade 12)</i> | <i>Security Grade</i> | <i>No of Years of experience in security</i> | <i>Reference and contact details</i> | <i>PSIRA Registration No</i> |
|---------------------|-------------|--------------|--|---------------------------|--|--|----------------------------------|
| Supervisor 1 | | | | | | | |
| Supervisor 2 | | | | | | | |
| Security guard 1 | | | | | | | |
| Security guard 2 | | | | | | | |
| Security guard 3 | | | | | | | |
| Security guard 4 | | | | | | | |
| Security guard 5 | | | | | | | |
| Security guard 6 | | | | | | | |
| Security guard 7 | | | | | | | |

8. Organisational Requirements

8.1 Supervisors and Security Guards:

8.1.1 Supervisors and security guards must ensure that they have undergone and passed formal security training. (*Provide Grade B and Grade C - PSIRA certificates*)

8.1.2 At all times, supervisors and security guards must present an acceptable image / appearance. Such a requirement implies that the security guards may not indulge in any disorderly conduct while on duty or in public view, while at the department's premises.

8.1.3 Supervisors and security guards must at all times present a dedicated attitude / approach to security, which implies that there shall be no unnecessary arguments with visitors / staff or display of discourteous behaviour towards them.

8.1.4 Supervisors and security guards must be physically healthy and medically fit for the execution of their duties. (Parade should be conducted for each and every shift)

8.1.5 Supervisors and security guards must be registered as security officers/ guards, as required by PSIRA.

8.1.6 Supervisors and security guards must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the department.

8.1.7 Supervisors and security guards are prohibited from reading departmental documents or records in offices or handling them.

8.1.8 No information concerning the departmental activities may be furnished to the public or news media by the bidder and his/her employees.

8.1.9 The Department reserves the right to ascertain from the South African Police whether security personnel in his/her employ possess record clearance.

8.1.10 Security personnel must at least possess Record clearances issued by the South African Police.

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

8.2.1 A neat and clearly identifiable uniform of the company, which will include matching raincoats and overcoats.

8.2.2 A clear identification card of the company with the member's photo, identification and file numbers on it, worn on his/her person at all times.

8.2.3 At his/her headquarters the bidder must keep proper staff files as well as all appropriate documents of all security personnel in his/her service who are employed for rendering the services to the department for inspection by the Internal Control / Security Directorate. The appropriate documents shall include the following: Scholastic, registration and medical certificates and security clearance of all the contractor's personnel.

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

8.3.1 OCCURRENCE BOOK

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

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

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

8.3.2 ADMISSION CONTROL REGISTERS OR FORMS:

8.3.2.1 The purpose of the admission control register is to have information available at all times regarding persons and vehicles that enter or leave the premises outside of normal working hours, in case occurrences should take place which might lead to a judicial enquiry.

8.3.2.2 This register must be completed correctly and legibly by the security guards / officer on duty and shall make provision to, but not limited to, the following:

- ✓ Date;
- ✓ Admission and exit times of the person or vehicle;
- ✓ Surname and initials of the person or details of vehicle and driver;
- ✓ Home or work address;
- ✓ Official identity / passport number;

- ✓ Name of person to be visited;
- ✓ Purpose of visit;
- ✓ Brand, calibre and number of firearm in visitor's possession (if any); and
- ✓ Signature of visitor.

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

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

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

8.3.4 STORAGE OF PEDESTRIAN AND VEHICLE REGISTERS

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

8.3.5 NOTEBOOK:

8.3.5.1 The purpose of the notebook is to note down all incidents occurring or observations made by a security guard / officer during a turn of duty, for later reference.

8.3.5.2 REQUIREMENT: During their turns of duty, all security personnel must have a notebook on their persons.

8.3.5.3 The following information must be noted down in the notebooks (All occurrences / events, however important, slight or unusual, referring to the following):

1. Reporting on and off duty;
2. Time of occurrence or event;
3. Extent of occurrence or event;
4. Relevant occurrence book serial number with due allowance; and
5. Follow-up actions taken in respect of occurrence or event.

8.3.5.4 COPYING INTO OCCURRENCE BOOK: All relevant information noted down in notebook must immediately or directly after return from a patrol, be copied into the occurrence book.

8.3.5.5 STORAGE OF NOTEBOOKS: The contractor must store the fully entered notebooks for the duration of the contract.

8.3.6 DUTY LIST

8.3.6.1 The purpose of the duty list is to serve as proof, at all reasonable times, that all personnel who should be on duty per shift, are indeed on duty.

8.3.6.2 DRAWING UP A DUTY LIST: Daily, weekly or monthly duty lists of all security guards on duty must be drawn up by the contractor and kept in the security control office of each site where such service is rendered.

8.3.6.3 CHANGES TO THE DUTY LIST: Any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book.

8.3.7 DUTY SHEET

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

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

8.3.8 TWO-WAY RADIOS

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

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

8.3.9 PATROL DUTIES

8.3.9.1 Patrol the perimeter fence and premises twice (2) hourly during hours of darkness.

8.3.9.2 Check and report on the following aspects:

8.3.9.2.1 Conditions of perimeter fence.

8.3.9.2.2 All external doors are locked after hours.

8.3.9.2.3 External lights are illuminated during hours of darkness.

8.3.9.2.4 Broken windows

8.3.9.2.5 Gas storage areas secure.

8.3.9.2.6 Official vehicles that are not locked.

8.3.9.2.7 Any vehicles parked on the premises that appear to have been tampered with.

8.3.9.2.8 Any incidents that are considered to be unusual.

8.3.9.3 Each working day the first or second level supervisor must make contact with the departmental representative at the site in order to verify and handle mutual complaints, problems, bottlenecks and requests concerning the rendering of service. At least once a month formal discussions must be held and minutes of which must be kept by the departmental representative.

- 8.3.9.3 The Contractor must ensure that a senior member of the security company is available to come to the site at all times, particularly in cases of emergency.

8.3.9.4 No security personnel are allowed to do continuous duty for longer than twelve hours.

9. TECHNICAL PROPOSAL

Experience, Competency and Expertise Requirements

9.1 Methodology and Approach: Service provider is required to describe in detail their understanding of the terms of reference. Service provider should set out the approach, methodology and organization of achieving the intended service to be provided, identify possible challenges and methods to overcome same. This should also set out the supervision and quality controls and roles and responsibility of key staff.

9.2 Projects completed

The following should be submitted:

- 9.2.1 A company profile must be submitted including history, group structure, operations, logistics, and related companies and services. Showing how they are structured to provide security services.
- 9.2.2 Evidence of track record in providing similar services (A Service provider must complete the table below must be provided.

9.3 EXPERIENCE OF TENDERER

A Service provider must complete the table below.

| Organisation | Description of Service | Contact Person | Contact No | Duration of the contract | Value of the contract |
|--------------|------------------------|----------------|------------|--------------------------|-----------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

If more space is needed to populate details an added table with similar schedule requirements, may be inserted here.

9.4 Team Composition

Supervisors - CV's must be submitted. (01 Page CV, refer Annexure E)

NB: In case where the service provider is bidding for more than one district, different teams must be submitted for each office.

| Job Title | Qualification | Knowledge and Experience |
|-------------|----------------------------------|---|
| Supervisors | Grade B Registered with PSIRA | <ul style="list-style-type: none"> • Must be able to communicate in Zulu and English • A minimum of 3 years' experience in being a site supervisor • Competent in firearm handling • Ability to investigate crime |
| Guards | Grade C Registered with PSIRA | <ul style="list-style-type: none"> • Must be able to communicate in Zulu and English • A minimum of 2 years' experience in physical guarding • Competent in firearm handling • Ability to keep record |

9.5 Organization Structure

A clear structure depicting personnel structure must be provided.

9.6 Logistics and Infrastructure

Control room - provide details/ address of control rooms.

Details regarding equipment such as gun safes, batons, guns, vehicles, torches, pepper sprays and two way radios must be provided.

10. Compulsory Briefing Session

Kindly note that there will be no briefing session for this bid due to the COVID-19 Pandemic, However bidders will be given an opportunity to seek clarity in writing. Questions must be directed to the email address indicated in the bid document. Please take note that all questions raised by the prospective service provider and the answers will be uploaded in the departmental website.

11. Reporting Requirements

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

12. Payment Terms

All tax invoices must reflect an order number which must match the order approved authorised or special arrangements made and approved.

13. Special Conditions of This Bid

SECTION A

14.1 Legislative Framework

This bid and all contracts emanating there from will be subject to the General Conditions of contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

14.2 Acceptable bids

14.2.1 Bidders are required to submit acceptable bids (any bid which, in all respects, complies with the specifications and conditions of bids as set out in the tender document) by completing all the prices, mandatory response fields, item questionnaires.

14.2.2 Bidders must ensure their bids are acceptable as it is compulsory to complete and sign all relevant standard bidding documents (SBD) and submit the Functionality requirements and Pricing. Bidders should not use corrective fluid on any documents submitted.

14.3 Applicable taxes

All bid prices must be inclusive of VAT and all applicable taxes.

14.4 Submission of bids and timeframes

14.4.1 Bids by prospective bidders must be handed in/delivered to:

The Bid Box, located on the ground floor at Economic Development, Tourism and Environmental Affairs: Supply Chain Management.

KZN Economic Development, Tourism and Environmental Affairs

270 Jabu Ndlovu Street

Pietermaritzburg

3201

NB: All dates and times in this bid are South African standard time.

14.4.2 Any time or date in this bid is subject to change at Department's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the Department to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established.

14.5 Late bids

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder.

14.6 Counter conditions

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

14.7 Fronting

14.7.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the province condemns any form of fronting.

14.7.2 The Province, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary queries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder / contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Treasury may have against the Bidder / contractor concerned.

14.8 Supplier due diligence

The Department reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

14.9 Utilisation of local labour

Bidders are required to submit with each quotation invited, a list of local labor to be employed for each bid (site) and the value of work to be allocated.

The use of local labor will be monitored and managed through the Service Level Agreement. Failure to utilise local labor will result in the bidder being disqualified and the bidder next in line being invited.

14.10.1 A nominated official of the bidder(s) can make enquiries in writing, to the following contact person:

Technical Enquiries : Mr M M Cele / Lethiwe Gule

Landline : 033 264 2575/2872; Cell 082 731 1800 / 081 749 3927

Email : Mthokozisi.Cele@kznedtea.gov.za /

Lethiwe.Gule@kznedtea.gov.za

SCM Enquiries : Mr K Magojo

Landline : 033 264 2663

Email : Khangalani.Magojo@kznedtea.gov.za

14.10.2 Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

14.10.3 The delegated office of Department may communicate with Bidder(s) where clarity is sought in the bid proposal.

14.10.4 Any communication to an official or a person acting in an advisory capacity for the Department in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

14.10.5 All communication between the Bidder(s) and the Department must be done in writing.

14.10.6 Whilst all due care has been taken in connection with the preparation of this bid, Treasury makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Treasury, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

14.10.7 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the Bidder(s) must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).

14.10.8 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Department will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

14.10.9 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid

15. Contract period

15.1 The contract period shall be 09 months commencing on the date of signature of a Service Level Agreement.

15.2 The Department reserves the right:

15.2.1 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

15.2.1 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

16. Legislative and regulatory requirements specific to this bid

Bidders are required to adhere to the following legislative and regulatory requirements. Non-compliance with these conditions may invalidate the bid for such products:

16.1 Tax Legislation

16.1.1 Bidder(s) must be compliant when submitting their bids and remain compliant with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

16.1.2 It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

16.1.3 Bidders are required to be registered on the Central Supplier Database (CSD). The CSD and the tax compliance status PIN shall be used to verify the tax compliance status of the bidder. Bidder may submit a Tax Clearance Certificate. The authenticity of the submitted Tax Clearance Certificate shall be verified on the online SARS e-filing system.

16.2 Procurement Legislation

The detailed evaluation methodology of this bid is premised on the:

16.2.1 Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999);

16.2.2 Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000), the Preferential Procurement Policy Framework Act 2017;

16.2.3 Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

16.3 Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services such as Minimum Information Security Standards (MISS) and Minimum Interoperability Standards (MIOS) for the public sector.

17. Termination of Contract

The Department reserves the right to terminate Service Level Agreements concluded with bidder for inconsistent delivery of substandard service, dysfunctional and unreliable management systems, lack of proper support and non-delivery.

18. Service Standards

18.1 The bidder shall provide the required services as per the agreed upon SLA which will be signed on award of this contract inclusive of roles of personnel involved.

18.2 The service provider shall meet quarterly with the Department/entity to discuss issues of mutual concern based on the terms of the SLA, to review their performance and to discuss improvements which they or the Department/entity should make in order to achieve more effective delivery.

19. Misrepresentation during the Lifecycle of the Contract

19.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Economic Development, Tourism and Environmental Affairs relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

19.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the Department against the bidder notwithstanding the conclusion of the Service Level Agreement between the Department and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

20. Preparation Costs

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Department, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

21. Indemnity

If a bidder breaches the conditions of this bid and, as a result of that breach, the Department incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Department harmless from any and all such costs which the Department may incur and for any damages or losses the Department may suffer.

22. Precedence

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

23. Limitation of Liability

A bidder participates in this bid process entirely at its own risk and cost. The Department shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

No tender shall be awarded to a bidder who is not tax compliant. Economic Department, Tourism and Environmental Affairs reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Treasury, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Treasury further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

25. Tender Defaulters and Restricted Suppliers

No tender shall be awarded to a bidder whose names (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Treasury reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

26. Governing Law

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

27. Responsibility for Sub-Contractors and Bidder's Personnel

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. Any use of sub-contractors will at all times remain the responsibility of the bidder and the Department will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

28. Confidentiality

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Department's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the Department remain proprietary to the Department and must be promptly returned to the Department upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure the Department's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

29. Section C: Evaluation Criteria

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

| Phase 1 | Phase 2 | Phase 3 | Phase 4 | Phase 5 |
|--|--|--|---|--|
| Pre-Qualification Criteria | Administrative Compliance | Functionality Requirement | Price and Preference | Final Award and SLA |
| Assessment of Pre-Qualification Criteria | Compliance with Mandatory and other Bid Requirements | Bidders will be assessed to verify capacity to execute the contract. . | Bids will be evaluated using the 80/20 preference points system | Awarded companies will enter into an SLA with the Department |

Table 1: Phases for Evaluation

29.2 Phase 1 – Prequalification Criteria

29.2.1 In terms of Regulations 3(b) and 4 of the Preferential Procurement Policy Framework Act (PPPFA) Regulations, 2017, the Department intends to apply pre-qualification criteria for this bid. Only entities who qualify in terms of the criteria below will be evaluated further in terms of functional requirements as well as the 80/20 preference points systems.

Only bidders who meet the below pre-qualification criteria should respond to this bid:

(a) B-BBEE LEVEL 1 STATUS CONTRIBUTOR

Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes a valid B-BBEE Status Level Verification Certificates issued by a verification agencies accredited by SANAS or certified or sworn affidavit signed by EME representative attested by Commissioner of Oaths or a B-BBEE certificate issued by the Companies and Intellectual property Commission for EMEs

29.2.4 Bidders who fail to comply with the pre-qualification criteria and fail to submit documentary proof of the pre-qualification criteria will be disqualified from further evaluation.

29.2.5 A trust consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate.

29.3 Phase 2 – Administrative Compliance

During this phase of evaluation bidders' TOR responses will be evaluated based on compliance with administrative requirements listed hereunder. Failure to meet any of the requirements listed below shall invalidate the bids. The following documents must be submitted for administrative compliance purposes;

MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

| | |
|--|--|
| CSD Registration number | The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. |
| Valid PSIRA registration for Company | Provision of valid PSIRA certificate |
| PSIRA Letter of good standing | Provide a valid letter of good standing |
| Valid PSIRA registration for Security guards | Provision of valid PSIRA certificates |
| Declaration of Interest – SBD 4 | Completed and signed in full |
| Declaration of Bidder's Past Supply Chain Management Practices – SBD 8 | Completed and signed in full |
| Certificate of Independent Bid Determination – SBD 9 | Completed and signed in full |
| Briefing session | N/A |
| UIF | Provide a valid compliance certificate; and proof of monthly payment, if no work has been done, provide a new entrance letter |
| Provident Fund | Provide a valid Private Security compliance certificate or compliance letter; if no work has been done, provide a new entrance letter |
| Firearm License | Provide copies of firearm license for the organisation |
| Firearm Competency | Provide copies of security guards firearm competencies issued by SAPS |
| Payslips | Provide a copy of payslips for at least one month but not older than 3 months |
| COIDA | Provide a valid letter of good standing |
| Public Liability Cover for R3 000 000.00 | Provide proof of insurance cover or quotation for the liability cover if there is no policy in place |
| Authority to Sign a Bid: COMPANIES | Section M paragraph A must be completed and signed. If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company |
| Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS) | Section M paragraph B must be completed and signed |
| Authority to Sign a Bid: CLOSE CORPORATION | Section M paragraph D must be completed and signed. A certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign |

| | |
|---|--|
| | the documents on their behalf |
| Authority to Sign a Bid : CO-OPERATIVE | Section M paragraph E must be completed and signed. A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authorizing a member or other official of the co-operative to sign the bid documents on their behalf |
| Authority to Sign a Bid :JOINT VENTURE | Section M paragraph F must be completed and signed. A certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid |
| Authority to Sign a Bid: CONSORTIUM | Section M paragraph G must be completed and signed. A certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorizing the representatives who sign this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the consortium must be submitted with this BID |
| Authority to Sign a Bid: PARTNERSHIP | Section M paragraph C must be completed and signed. Particulars in respect of every partner must be furnished and signed by every partner |

29.4 Phase 3 – Functionality Requirements

The following is the weighting awarded for each element and the threshold scores for each

| No | Evaluation Criteria | Guidelines | Maximum Points |
|----|---|--|----------------|
| 1 | Understanding of assignment, methodology and Approach | Service provider is required to describe in detail their understanding of the terms of reference. Service provider should set out a concise plan of approach, methodology and organization of achieving the intended service to be provided, identify possible challenges and methods to overcome same. This should also set out the supervision and quality controls and roles and responsibility of key staff. | 10 |

| | | | |
|---|---|---|----|
| 2 | Number of similar projects completed | A company profile must be submitted including history, group structure, operations, logistics, and related companies and services. Showing how they are structured to provide security services. Evidence of track record in providing similar services Provide award letters or purchase order for similar project | 10 |
| 3 | Structure | A clear organogram depicting personnel structure must be provided for this project | 5 |
| 4 | Supervisors | Expertise, experience / qualifications of support personnel to be assigned to the contract. Key experts required are the Supervisors and guards. | 10 |
| 5 | Logistics, equipment's and infrastructure | Office, Hand held scanners, patrol track device, torches, batons, pepper sprays, etc. Control room, adequate vehicles Weapons (Pistols, revolvers, rifles, etc.) Bar coded ID Scanner (Head office Only) | 15 |
| | Overall Score Total | | 50 |

Overall bidders must score a minimum of 60% in the functionality assessment to go through to Phase 4 of the evaluation of the bid (Price and preference).

29.5 Phase 4 – Price and Preference Evaluation

29.5.1 In terms of Regulations 6 and 7 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20 preference point system.

29.5.2 The following formula will be used to calculate the points for price:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

29.5.3 A maximum of 20 points may be allocated to a bidder for attaining their B-level of contributor in accordance with the table below:

BBEE status

| B-BBEE Status Level of Contributor | Number of Points (80/20) |
|------------------------------------|--------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-Compliant Contributor | 0 |

29.5.4 Bidders are required to complete the preference claim form (Standard Bidding Document (SBD) 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date of the bid in order to claim the B-BBEE status level point.

29.5.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price at the participant's level.

29.5.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by an accredited verification agency or a sworn affidavit will be considered for preference points at the participant's level.

29.6 Phase 5: Final Award and SLA

Once the evaluation and adjudication processes have been concluded, appointed entities will be required to enter into a Service Level Agreement with the department.

29. SECTION D:

29.1 Pricing

OFFICE OF THE MEC

| Monday- Sunday including Public Holidays | Quantity Required for Day Shift | Monthly Rate per Guard | Total Monthly Rate |
|--|---------------------------------|------------------------|--------------------|
| GRADE C (armed) | 05 | R | R |
| GRADE B (Armed) | 01 | R | R |
| SUB-TOTAL | | | R |
| VAT | | | R |
| TOTAL FOR DAY SHIFT | | | R |

SECTION: B

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

| | | | | |
|------------------|--------------------|-----------------------|--------------|---------------|
| A) TOTAL FOR DAY | B) TOTAL FOR NIGHT | C)OVERALL PRICE(INCL. | D) NUMBER OF | E)TOTAL PRICE |
|------------------|--------------------|-----------------------|--------------|---------------|

Initial_____

| | | | | |
|-------|-------|-----------|-----------|---|
| SHIFT | SHIFT | VAT) | MONTHS | |
| | | (A) + (B) | | |
| (A) | (B) | (C) | 06 MONTHS | |
| R | R | R | | R |

NAME AND SURNAME OF COMPANY REPRESENTATIVE



SIGNATURE

DATE

NB: TOTAL PRICE MUST BE TRANSFERRED TO SECTION H OF THE BID DOCUMENT

Initial_____

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ANNEXURE D

CURRICULUM VITAE (max 3 pages)

Proposed role in the project:

6. Family name:

7. First name:

8. Date of birth:

9. Nationality:

10. Civil status:

11. Education:

| Institution [Date from-Date to] | Degree(s) of Diploma(s) obtained |
|---------------------------------|----------------------------------|
| | |
| | |

7. Language skills: indicate competence on a scale of 1 to 5 (1 excellent; 5 basic)

| Language | Reading | Speaking | Writing |
|----------|---------|----------|---------|
| English | | | |
| Zulu | | | |
| | | | |
| | | | |

8. Membership of professional bodies:

9. Other skills: (e.g. Computer literacy, etc)

10. Present position:

11. Years within the firm:

12. Key qualifications: (Relevant to the project)

COMPANY OFFICIAL STAMP

9. Professional Experience

| Date from- date to | Location | Company & Contact Details | Position | Description of projects/ responsibilities etc |
|--------------------|----------|------------------------------|----------|---|
|--------------------|----------|------------------------------|----------|---|

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |

ANNEXURE E

STATEMENT OF EXCLUSIVITY AND AVAILABILITY

Statement of exclusivity and availability Tender ref: _____

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

| From | To |
|------|----|
| | |
| | |
| | |
| | |

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

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

| | |
|-----------|--|
| Name | |
| Signature | |
| Date | |

ANNEXURE F: EVALUATION GRID: SECURITY SERVICES-

DISTRICT NAME: _____

| | Maximum | Initial |
|--|---------|---------|
| COMPANY EXPERIENCE AND PROJECTS | 10 | |
| PROJECTS COMPLETED- Award letters/ orders must be attached | 10 | |
| 5 or more Projects (Award Letter/Purchase order) | 10 | |
| 3 - 5 Projects (Award Letter/Purchase order) | 5 | |
| 1 -3 Projects (Award Letter/Purchase order) | 3 | |
| No Projects | 0 | |
| PERSONNEL EXPERIENCE | 10 | |
| Supervisor 1 - Grade B: Number of Years' Experience | 5 | |
| 3 or more Years of Experience | 5 | |
| 1-3 Years of Experience | 3 | |
| < 1 Year of Experience | 2 | |
| 0 Years of Experience | 0 | |
| Supervisor 2 - Grade B: Number of Years' Experience | 5 | |
| 3 or more Years of Experience | 5 | |
| 1- 3 Years of Experience | 3 | |
| < 1 Year of Experience | 2 | |
| 0 Years of Experience | 0 | |

| | Maximum | Initial |
|---|---------|---------|
| METHODOLOGY AND APPROACH | 10 | |
| The method statement demonstrates a clear technical methodology in terms of sequencing to meet the project deliverables: Understanding of the Assignment) | 10 | |
| Method statement demonstrates a clear technical methodology | 10 | |
| Method statement demonstrates a satisfactory technical methodology | 5 | |
| Method statement demonstrates an uncertain/no technical methodology | 0 | |
| Structure | 5 | |
| Clear organogram with the personnel | | |
| Clear personnel structure included | 5 | |
| Unclear/No structure | 0 | |
| EQUIPMENT AND INFRASTRUCTURE | 15 | |
| Office, hand scanners, identiscan, cars, torches, batons, peppers sprays, patrol track device etc. | | |
| Adequate vehicles for the company | | |
| Weapons (Pistols, revolvers, rifles, etc.) | | |
| Equipment | 5 | |
| Comprehensive list of required equipment | 5 | |
| Incomplete/No list of required equipment | 0 | |
| Infrastructure | 10 | |
| Control room with radio control system | 10 | |
| No Control room. | 0 | |
| TOTAL SCORE: | 50 | |

Initial_____

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Please Note:

Bidders are required to obtain a minimum score of 60% from functionality in order to be technically responsive and qualify to be evaluated in terms 80:20 price and preference points system

| | |
|------------|--|
| Strengths | |
| Weaknesses | |

Evaluation performed by:

| | |
|-----------|--|
| Name | |
| Signature | |
| Date | |