



## **KWAZULU-NATAL PROVINCE**

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

**BID NUMBER: ZNT 01 EDTEA 22/23**

**BID DESCRIPTION: APPOINTMENT OF THE SUITABLE SERVICE PROVIDER TO PROVIDE PHYSICAL SECURITY SERVICES AT KZN DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (EDTEA): HEAD OFFICE, CASCADES, MINISTRY, TOURISM, HARRY GWALA, UGU, ETHEKWINI, ILEMBE, KING CETSHWAYO, MTUBATUBA, MKUZE, ZULULAND, UMZINYATHI, AMAJUBA AND UTHUKELA DISTRICT OFFICES FOR THE PERIOD OF 36 MONTHS**

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

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**SECTION A**  
**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	ZNT 01 EDTEA 22/23	CLOSING DATE:	20 July 2022	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF THE SUITABLE SERVICE PROVIDER TO PROVIDE PHYSICAL SECURITY SERVICES AT KZN DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (EDTEA): HEAD OFFICE, CASCADES, MINISTRY, TOURISM, HARRY GWALA, UGU, ETHEKWINI, ILEMBE, KING CETSHWAYO, MTUBATUBA, MKUZE, ZULULAND, UMZINYATHI, AMAJUBA AND UTHUKELA DISTRICT OFFICES FOR THE PERIOD OF 36 MONTHS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>GROUND FLOOR FOYER</b>					
<b>270 JABU NDLOVU STREET</b>					
<b>PEITERMARITZBURG</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms Sthabile Khuzwayo		CONTACT PERSON	Mr Mthokozisi Cele	
TELEPHONE NUMBER			TELEPHONE NUMBER	082 731 1800	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:sthabile.khuzwayo@kznedtea.gov.za">sthabile.khuzwayo@kznedtea.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:mthokozisi.cele@kznedtea.gov.za">mthokozisi.cele@kznedtea.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK 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 bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The Bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the BID documents and shall be lodged in a separate sealed envelope, with the name and address of the Bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All BID's received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the BID documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bid documents must not be included in packages containing samples. Such BIDs may be rejected as being invalid.
12. Any alteration made by the Bidder must be initialled.
13. Use of correcting fluid is prohibited.
14. Use of erasable pen is prohibited.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. The bidder must initial each and every page of the bid 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 BID Evaluation Purposes	Yes	No	N/A
<b>Prospective Service Providers MUST complete the following as per the BID document:</b>							
<b>Section A</b>	<b>Invitation to BID</b>						
	Supplier Information, National Treasury Central Suppliers Database Registration Number – completed and signed.	<b>Yes</b>					
<b>Section B</b>	<b>Special Instruction to Bidders</b>	<b>Read Only</b>					
<b>Section C</b>	<b>List of all Returnable &amp; Compulsory</b>	<b>Yes</b>					
<b>Section E</b>	<b>Bidder's disclosure – Completed and signed.</b>	<b>Yes</b>	<b>Yes</b>				
<b>Section F</b>	The National Industrial Participation Programme <b>(Only to be included for bids equal or exceeding R10 000 000)</b>	<b>Yes If Applicable</b>	<b>Yes If Applicable</b>				
<b>Section G</b>	Preference Points Claim Form In terms of the Preferential Procurement Regulations 2017.			<b>Yes If Applicable</b>			
<b>Section H</b>	Bid Offer	<b>Yes</b>	<b>Yes</b>				
<b>Section I</b>	<b>Pricing Schedule-Firm Prices</b>			<b>Yes</b>			
	<b>Price Schedule-Professional Services</b>			<b>Yes</b>			

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Section J	<b>Special Conditions of Contract</b>	Read Only					
Section K	<b>Questionnaire Replies</b> - To be only included when BIDs for goods are involved.	No	No				
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.						
Section N	<b>Authority to Sign a BID</b>						
	Part A – Companies – Completed, Signed and Certified copy of <b>resolution personally</b> 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	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 BID Evaluation Purposes	Yes	No	N/A
	Constitution and resolution by 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				
<b>Section O</b>	Conditions of BID - Completed and signed.	Yes	Yes				
<b>Section P</b>	Schedule variations from Goods or Services information (to be used whenever it is applicable)	Yes If Applicable	Yes If Applicable				
<b>Prospective Service Providers MUST provide the following as per the Mandatory Requirements:</b>							
	Certified ID Documents for Directors/Shareholders/Partners or Members	Yes	No				
	A certified copy of the consortium/joint venture agreement <b>must</b> accompany the BID document before the closing date and time of BID.	Yes If Applicable	Yes If Applicable				
	Directors of the quoting company/joint venture/consortium must	Yes If Applicable	No				



Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
	attach certified copies of their ID documents to the BID.						

## 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](http://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 bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to updates its information on the Central Suppliers Database, relating to changed particulars or circumstances.

**SECTION E****BIDDER'S DISCLOSURE**

- PURPOSE OF THE FORM**

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

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

- Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

i. If so, furnish particulars:

.....  
 .....

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

**19. DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- a. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**SECTION F**

<sup>2</sup> 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.

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 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
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

**2. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"BID"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for

the provision of goods or services, through price 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

$P_t$  = Price of bid under consideration

$P_{min}$  = 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?

(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		
<b>OR</b>		
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-BBE 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;
  - (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 G**  
**BID OFFER**  
 (To be completed by Bidder)

**ZNT 01 EDTEA 22/23: HEAD OFFICE DISTRICT OFFICE**

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

<b>NAME OF BIDDER:</b>	<b>SIGNATURE</b>	<b>DATE:</b>
.....	.....	.....

**FOR OFFICE PURPOSES ONLY**

<b>IMPORTANT</b>
<b>Mark appropriate block with "X"</b>

- |   |     |    |        |
|---|-----|----|--------|
| 1. HAVE ANY ALTERATIONS BEEN MADE?  | YES | NO |        |
| 2. HAS AN ALTERNATIVE BID BEEN SUBMITTED?   | YES | NO |        |
| 3. <b>IF APPLICABLE:</b> DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? |     |    | YES NO |

**SECTION G**  
**BID OFFER**  
 (To be completed by Bidder)

**ZNT 01 EDTEA 2022/2023: CASCADES DISTRICT OFFICE**

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

<b>NAME OF BIDDER:</b>	<b>SIGNATURE</b>	<b>DATE:</b>
.....	.....	.....

<b>FOR OFFICE PURPOSES ONLY</b>		
<div style="background-color: #cccccc; padding: 5px; margin: 0 auto; width: 80%;"> <b>IMPORTANT</b> </div> <div style="background-color: #cccccc; padding: 5px; margin: 0 auto; width: 80%;">           Mark appropriate block with "X"         </div>		
2. HAVE ANY ALTERATIONS BEEN MADE?	YES	NO
3. HAS AN ALTERNATIVE BID BEEN SUBMITTED?	YES	NO
4. <b>IF APPLICABLE:</b> DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION?	YES	NO

**SECTION G**  
**BID OFFER**  
(To be completed by Bidder)

**ZNT 01 EDTEA 2022/2023: MINISTRY DISTRICT OFFICE**

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

<b>NAME OF BIDDER:</b> .....	<b>SIGNATURE</b> .....	<b>DATE:</b> .....
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<b>FOR OFFICE PURPOSES ONLY</b>		
<div style="background-color: #cccccc; padding: 5px; margin: 10px auto; width: 60%;"><b>IMPORTANT</b></div> <div style="background-color: #cccccc; padding: 5px; margin: 5px auto; width: 60%;">Mark appropriate block with "X"</div>		
3. HAVE ANY ALTERATIONS BEEN MADE?	YES	NO
4. HAS AN ALTERNATIVE BID BEEN SUBMITTED?	YES	NO
5. <b>IF APPLICABLE:</b> DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION?	YES	NO

**SECTION G****BID OFFER**

(To be completed by Bidder)

**ZNT 01 EDTEA 2022/2023: TOURISM DISTRICT OFFICE**

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

<b>NAME OF BIDDER:</b>	<b>SIGNATURE</b>	<b>DATE:</b>

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

**SECTION G**  
**BID OFFER**  
 (To be completed by Bidder)

**ZNT 01 EDTEA 2022/2023: HARRY GWALA DISTRICT OFFICE**

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

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

**SECTION G**  
**BID OFFER**  
 (To be completed by Bidder)

**ZNT 01 EDTEA 2022/2023: UGU DISTRICT OFFICE**

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

<b>NAME OF BIDDER:</b>	<b>SIGNATURE</b>	<b>DATE:</b>
.....	.....	.....

**FOR OFFICE PURPOSES ONLY**

<b>IMPORTANT</b>
<b>Mark appropriate block with "X"</b>

- |   |     |    |  |
|---|-----|----|--|
| 6. HAVE ANY ALTERATIONS BEEN MADE?  | YES | NO |  |
| 7. HAS AN ALTERNATIVE BID BEEN SUBMITTED?   | YES | NO |  |
| 8. <b>IF APPLICABLE:</b> DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? | YES | NO |  |

**SECTION G**  
**BID OFFER**  
 (To be completed by Bidder)

**ZNT 01 EDTEA 2022/2023: ETHEKWINI DISTRICT OFFICE**

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

NAME OF BIDDER:	SIGNATURE	DATE:
.....	.....	.....

<b>FOR OFFICE PURPOSES ONLY</b>		
<div style="background-color: #cccccc; padding: 5px; margin: 0 auto; width: 80%;"> <b>IMPORTANT</b> </div> <div style="background-color: #cccccc; padding: 5px; margin: 0 auto; width: 80%;">           Mark appropriate block with "X"         </div>		
7. HAVE ANY ALTERATIONS BEEN MADE?	YES	NO
8. HAS AN ALTERNATIVE BID BEEN SUBMITTED?	YES	NO
9. <b>IF APPLICABLE:</b> DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION?	YES	NO

**SECTION G**  
**BID OFFER**  
 (To be completed by Bidder)

**ZNT 01 EDTEA 2022/2023: ILEMBE DISTRICT OFFICE**

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

<b>NAME OF BIDDER:</b>  .....	<b>SIGNATURE</b>  .....	<b>DATE:</b>  .....
-------------------------------------	-------------------------------	---------------------------

**FOR OFFICE PURPOSES ONLY**

<b>IMPORTANT</b>
<b>Mark appropriate block with "X"</b>

- |  |     |    |  |
|--|-----|----|--|
| 8. HAVE ANY ALTERATIONS BEEN MADE?   | YES | NO |  |
| 9. HAS AN ALTERNATIVE BID BEEN SUBMITTED?  | YES | NO |  |
| 10. <b>IF APPLICABLE:</b> DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? | YES | NO |  |



**SECTION G**  
**BID OFFER**  
 (To be completed by Bidder)

**ZNT 01 EDTEA 2022/2023: KING CETSHWAYO DISTRICT OFFICE**

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

NAME OF BIDDER:	SIGNATURE	DATE:
.....	.....	.....

**FOR OFFICE PURPOSES ONLY**

<b>IMPORTANT</b>
Mark appropriate block with "X"

- |  |     |    |
|--|-----|----|
| 9. HAVE ANY ALTERATIONS BEEN MADE?   | YES | NO |
| 10. HAS AN ALTERNATIVE BID BEEN SUBMITTED?   | YES | NO |
| 11. <b>IF APPLICABLE:</b> DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? | YES | NO |

**SECTION G****BID OFFER**

(To be completed by Bidder)

**ZNT 01 EDTEA 2022/2023: MTUBATUBA DISTRICT OFFICE**

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

NAME OF BIDDER:	SIGNATURE	DATE:
.....	.....	.....

FOR OFFICE PURPOSES ONLY		
<div style="background-color: #cccccc; padding: 5px; margin: 0 auto; width: 80%;"> <b>IMPORTANT</b> </div> <div style="background-color: #cccccc; padding: 5px; margin: 0 auto; width: 80%;"> Mark appropriate block with "X" </div>		
10. HAVE ANY ALTERATIONS BEEN MADE?	YES	NO
11. HAS AN ALTERNATIVE BID BEEN SUBMITTED?	YES	NO
12. <b>IF APPLICABLE:</b> DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION?	YES	NO

**SECTION G****BID OFFER**

(To be completed by Bidder)

**ZNT 01 EDTEA 2022/2023: MKUZE DISTRICT OFFICE**

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

<b>NAME OF BIDDER:</b>	<b>SIGNATURE</b>	<b>DATE:</b>
.....	.....	.....

<b>FOR OFFICE PURPOSES ONLY</b>		
<div style="background-color: #cccccc; padding: 5px; margin: 0 auto; width: 80%;"> <b>IMPORTANT</b> </div> <div style="background-color: #cccccc; padding: 5px; margin: 0 auto; width: 80%;"> <b>Mark appropriate block with "X"</b> </div>		
11. HAVE ANY ALTERATIONS BEEN MADE?	YES	NO
12. HAS AN ALTERNATIVE BID BEEN SUBMITTED?	YES	NO
13. <b>IF APPLICABLE:</b> DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION?	YES	NO

**SECTION G****BID OFFER**

(To be completed by Bidder)

**ZNT 01 EDTEA 2022/2023: ZULULAND DISTRICT OFFICE**

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

NAME OF BIDDER:	SIGNATURE	DATE:
.....	.....	.....

**FOR OFFICE PURPOSES ONLY****IMPORTANT**

Mark appropriate block with "X"

- |  |     |    |  |
|--|-----|----|--|
| 12. HAVE ANY ALTERATIONS BEEN MADE?  | YES | NO |  |
| 13. HAS AN ALTERNATIVE BID BEEN SUBMITTED?   | YES | NO |  |
| 14. <b>IF APPLICABLE:</b> DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? | YES | NO |  |

**SECTION G****BID OFFER**

(To be completed by Bidder)

**ZNT 01 EDTEA 2022/2023: UMZINYATHI DISTRICT OFFICE**

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

NAME OF BIDDER:	SIGNATURE	DATE:
.....	.....	.....

FOR OFFICE PURPOSES ONLY		
<div style="background-color: #cccccc; padding: 5px; margin: 0 auto; width: 80%;"> <b>IMPORTANT</b> </div> <div style="background-color: #cccccc; padding: 5px; margin: 0 auto; width: 80%;"> Mark appropriate block with "X" </div>		
13. HAVE ANY ALTERATIONS BEEN MADE?	YES	NO
14. HAS AN ALTERNATIVE BID BEEN SUBMITTED?	YES	NO
15. <b>IF APPLICABLE:</b> DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION?	YES	NO

**SECTION G**  
**BID OFFER**  
 (To be completed by Bidder)

**ZNT 01 EDTEA 2022/2023: AMAJUBA DISTRICT OFFICE**

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

<b>NAME OF BIDDER:</b>  .....	<b>SIGNATURE</b>  .....	<b>DATE:</b>  .....
-------------------------------------	-------------------------------	---------------------------

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

**SECTION G**  
**BID OFFER**  
 (To be completed by Bidder)

**ZNT 01 EDTEA 2022/2023: UTHUKELA DISTRICT OFFICE**

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

NAME OF BIDDER:	SIGNATURE	DATE:
.....	.....	.....

FOR OFFICE PURPOSES ONLY		
<div style="background-color: #cccccc; padding: 5px; margin: 0 auto; width: 80%;"> <b>IMPORTANT</b> </div> <div style="background-color: #cccccc; padding: 5px; margin: 0 auto; width: 80%;">           Mark appropriate block with "X"         </div>		
15. HAVE ANY ALTERATIONS BEEN MADE?	YES	NO
16. HAS AN ALTERNATIVE BID BEEN SUBMITTED?	YES	NO
17. <b>IF APPLICABLE:</b> DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION?	YES	NO

## SECTION H

PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)

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

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

Name of bidder.....	Bid number..... <b>ZNT 01 EDTEA 2022/2023</b>
Closing Time 11:00	Closing date..... <b>20 July 2022</b>

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

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

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

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

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

\*Delete if not applicable



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

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

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

Name of Bidder.....Bid number..... **ZNT 01 EDTEA 2022/2023**

Closing Time 11:00 ..... Closing date.....**20 July 2022**

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
-	Delivery:		*Firm/not firm

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

\*Delete if not applicable

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

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

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

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

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

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

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

## B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

				ZAR=		
				ZAR=		
				ZAR=		

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

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

**PRICING SCHEDULE****(Professional Services)**Name Of Bidder: ..... **BID No: ZNT 01 EDTEA 2022/2023**

Closing Time: 11:00

Closing Date: **20 July 2022****OFFER TO BE VALID FOR 120 WORKING DAYS FROM THE CLOSING DATE OF BID.**

ITEM DESCRIPTION	BID 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.....
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 bid .....

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.

.....  
.....

Bid

No:.....

Name of Bidder:.....

**\*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

**SECTION I****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 BID 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 service provider must fully complete all the relevant sections in the bid document failure to complete the relevant sections will result in bid disqualification.
- 2.1.4 Service providers to ensure that all Tax matters are in order.
- 2.1.5 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.
- 2.1.6 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 bid surety, but service 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 are late if they are received at the address indicated in the BID documents after the closing date and time.
- 3.1.3 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder.
- 3.1.4 No late bids are accepted.
- 3.1.5 Bidders must please ensure that in all instances, the bid reference number as well as the name of the project or bid 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 bid be submitted by a joint venture; a certified copy of the joint venture agreement must accompany the bid document before the closing date and time of bid? The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 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 bid must be one hundred and twenty (120) days from close of bid. 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](http://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 bid

No.	CRITERIA	Applicable/Not Applicable
<b>1</b>	<b>A tenderer having a stipulated minimum B-BBEE status level</b>	<b>Applicable</b>
<b>1.1</b>	<b>If One (1) above is applicable please state B-BBEE Level</b>	<b>1</b>
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:

- any damage to the Department's property, whether movable or immovable;
- loss of property belonging to the Department
- liability in respect of any damage to property, whether movable or
- immovable from third parties;
- liability in respect of loss property belonging to third parties; and
- 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 bid, as to the nature of the work amount of personnel required and material necessary to render the service as required in the bid 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. BID 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.

### **SECTION J**

#### **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 K**

**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**  
**NON - COMPULSORY**

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

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

**Bid No: ZNT 01 EDTEA 2022/2023**

**Service:** APPOINTMENT OF THE SUITABLE SERVICE PROVIDER TO PROVIDE PHYSICAL SECURITY SERVICES AT KZN DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (EDTEA): HEAD OFFICE, CASCADES, MINISTRY, TOURISM, HARRY GWALA, UGU, ETHEKWINI, ILEMBE, KING CETSHWAYO, MTUBATUBA, MKUZE, ZULULAND, UMZINYATHI, AMAJUBA AND UTHUKELA DISTRICT OFFICES FOR THE PERIOD OF 36 MONTHS

**Briefing Site 1 (Virtual Briefing session)**

Date: **01 July 2022**

Time: **11h00 Am**

Venue: **Microsoft Teams** ( Request for briefing link to be sent to : [sthabile.khuzwayo@kznedtea.gov.za](mailto:sthabile.khuzwayo@kznedtea.gov.za))

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 L**

**AUTHORITY TO SIGN A BID**

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 bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid.

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 BID on behalf of  
(Name of Company) .....

**SIGNED ON BEHALF OF COMPANY:** .....  
(PRINT NAME)

WITNESSES: WITNESS: 1.....

2 2.....

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

Trading as .....

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

.....  
**DATE**

**C. PARTNERSHIP**

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

Full name of partner

Residential address

Signature

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

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

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

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

.....	.....	.....
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>
(PRINT NAME)	(PRINT NAME)	(PRINT NAME)

.....	.....	.....
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members 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 bid on behalf of (Name of Close Corporation)  
.....

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

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:**      **WITNESSES:**

1 .....

2 .....

**E. CO-OPERATIVE**

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

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

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

(PRINT NAME)

.....

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

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**WITNESSES:**      **WITNESSES:**

1      .....

2      .....

**F. JOINT VENTURE**

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

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

**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 bid 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:** .....

**G. CONSORTIUM**

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 BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the consortium must be submitted with this BID, before the closing time and date of the BID.

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

**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 BID on behalf of:(Name of Consortium).....

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

**SIGNATURE:**.....

**DATE:**.....

(PRINT NAME)

**SECTION M****CONDITIONS OF BID**

1. I/We hereby bid 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 bid documents (and which shall be taken as part of and be incorporated into this bid) 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 bid;
  - (b) this bid 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 Bidding 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 are fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid 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 bid 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 bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. 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 bid 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 bid 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 bid 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 bid 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 bid: 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 bid or any related bids 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: .....



### SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION

[illegible]

**DATE:** .....

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

- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

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

### **4. Standards**

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

### **5. Use of Contract Documents and information; inspection.**

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

### **6. Patent rights**

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

### **7. Performance Security**

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (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 bidding 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.

**20. Contract Amendments**

- 19.1 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 bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

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



- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 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 bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such

increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree;  
and
- (b) the purchaser shall pay the supplier any monies

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

## **32. Taxes and duties**

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

## **33. National Industrial Participation (NIP) Programme**

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

#### **34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a Bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 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 bid(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 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 PHYSICAL SECURITY SERVICES AT KZN DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (EDTEA): HEAD OFFICE, CASCADES, MINISTRY, TOURISM, HARRY GWALA, UGU, ETHEKWINI, ILEMBE, KING CETSHWAYO, MTUBATUBA, MKUZE, ZULULAND, UMZINYATHI, AMAJUBA AND UTHUKELA DISTRICT OFFICES FOR THE PERIOD OF 36 MONTHS**

**DEFINITION OF ACRONYMS/GLOSSARY**

<b>EDTEA</b>	<b>DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS</b>
<b>SMME</b>	<b>SMALL MEDIUM MICRO ENTERPRISES</b>
<b>TOR</b>	<b>TERMS OF REFERENCE</b>
<b>UIF</b>	<b>UNEMPLOYMENT INSURANCE FUND</b>
<b>OB</b>	<b>OCCURRENCE BOOK</b>
<b>PD</b>	<b>PREVIOUSLY DISADVANTAGED</b>

<b>B-BBEE</b>	<b>BROAD BASED BLACK ECONOMIC EMPOWERMENT</b>
<b>CCA</b>	<b>CHARTERED CERTIFIED ACCOUNTANT</b>
<b>SANAS</b>	<b>SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM</b>
<b>PSIRA</b>	<b>PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY</b>
<b>SAPS</b>	<b>SOUTH AFRICAN POLICE SERVICES</b>
<b>COIDA</b>	<b>COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT</b>
<b>ICASA</b>	<b>INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA</b>
<b>MISS</b>	<b>MINIMUM INFORMATION SECURITY STANDARDS</b>
<b>MPSS</b>	<b>MINIMUM PHYSICAL SECURITY STANDARDS</b>
<b>GSSC</b>	<b>GOVERNMENT SECTOR SECURITY COUNCIL</b>

## 1. **Background**

The contracts for security guarding services are required at *Head Office, Cascades, Ministry, Tourism, Harry Gwala, uGu, EThekweni, Ilembe, King Cetshwayo, Mtubatuba, Mkuze, Zululand, UMzinyathi, Amajuba and UThukela District Offices.*

## 2. **Security Overview**

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

## 3. **Purpose of the TOR**

The Department is seeking proposals from suitably qualified service providers to provide physical security services at various **EDTEA offices; HEAD OFFICE, CASCADES, MINISTRY, TOURISM, HARRY GWALA, UGU, ETHEKWINI, ILEMBE, KING CETSHWAYO, MTUBATUBA, MKUZE, ZULULAND, UMZINYATHI, AMAJUBA AND UTHUKELA DISTRICT OFFICES** for a period of 36 months.

## 4. **Project Objectives**

- 4.1 The objective of the TOR is to source suitably qualified and accredited security companies to guard various **EDTEA offices: HEAD OFFICE, CASCADES, MINISTRY, TOURISM, HARRY GWALA, UGU, ETHEKWINI, ILEMBE, KING CETSHWAYO, MTUBATUBA, MKUZE, ZULULAND, UMZINYATHI, AMAJUBA AND UTHUKELA DISTRICT OFFICES** for a period of 36 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 functions to the said offices. This is important because the MISS specifies that physical security should be provided in order to ensure safety and security of the state's assets and personnel at all times, as follows:
  - 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, react to the intruder/s and monitor Fire detection alarms

## 5. **Key deliverables**

The department is seeking proposals from suitable service providers to provide security services (guarding) at the various **EDTEA offices**

- 5.1 Well manned **EDTEA office** premises (including Head office and district offices)
- 5.2 Professionally guarded main entrances to the building and the alternative entrances on a 24 hour basis;
- 5.3 Provision of track / patrolling 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 Provision of a Hand held wireless Bar code reader (Identiscan) to control entry and exit of state owned vehicles, ensuring possession of necessary trip authorization, valid driver's licence and number plates and displaying valid licence (**for Head Office only**);
- 5.6 Maintain and up-to-date a log sheet and record of inspection of the condition of the car exiting and entering the premises and ensuring that the car is in the same general condition as it left office premises;
- 5.7 Maintain a register of all vehicles and the general public entering and exiting the building on a 24 hour basis
- 5.8 Maintain a record of intrusion and Fire detection alarm systems.
- 5.9 Monthly report on the general state of security at the respective EDTEA office premises in the province
- 5.10 Maintain a record of Covid-19 screening, temperature check of Security Guards and provide monthly reports

## 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, service providers and visitors;
- 6.1.3 To control 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 prohibited or unauthorised objects and substances;
- 6.1.6 To seize undeclared or prohibited and dangerous objects on 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 manage 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:
  - ✓ Equipment;
  - ✓ Be able to 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 In terms of Protection of Personal Information Act (POPIA Act), need to ensure proper population of security registers and incident reports;

6.1.13 To utilize two-way radios, telephone/cellphones and public address communication systems and respond/react to alarms and emergency sirens; and

6.1.14 To actively react to potential intruders and fire detection alarm system.

#### **Duration**

The project duration is 36 months

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

## 7. Guard Requirements for various Offices

## NUMBER OF SECURITY GUARDS FOR DAY SHIFT PER OFFICE

DAY SHIFT POST	PSIRA GRADE	GENDER	TIMES	GUARDS PER OFFICE								FIREARM	SPECIAL REQUIREMENT
				HEAD OFFICE	CASCADES	TOURISM	HARRY GWALA	UGU	MINISTRY	ETHEKWINI	ILEMBE		
1.Reception Area	C	M/F	06:00 to 18:00	2	1	2	1	2	1	2	2	Armed	Firearm Competency
2.Vehicle Entrance	C	M/F	06:00 to 18:00	2	2			1	2			Armed	Firearm Competency
3.Exit Point / Fire Escape Door 1	C	M/F	06:00 to 18:00	2								Armed	Firearm Competency
4.Vehicle entrance/ Basement	C	M/F	06:00 to 18:00	2					2			Armed	Firearm Competency
Parameter Patrol				1	1					1		Armed	Firearm Competency
5.On-Site Supervisor	B	M/F	06:00 to 18:00	1	1	1	1	1	1	1	2	Armed	Firearm Competency

## NUMBER OF SECURITY GUARDS FOR NIGHT SHIFT PER OFFICE

Reception Areas	C	M/F	18:00 to 06:00	2		2	1	1	1	2	1	Armed	Firearm Competency
Vehicle Entrance	C	M/F	18:00 to 06:00	2	2			1	2			Armed	Firearm Competency
Parameter Patrol					1			1			1	Armed	Firearm Competency
Vehicle entrance/ Basement				1	1		1			1		Armed	Firearm Competency
3.On-Site Supervisor	B	M/F	18:00 to 06:00	1	1	1		1	1	1	2	Armed	Firearm Competency
<b>TOTAL GUARDS</b>				<b>16</b>	<b>10</b>	<b>06</b>	<b>04</b>	<b>08</b>	<b>10</b>	<b>08</b>	<b>08</b>		

DAY SHIFT POST	PSIRA GRADE	GENDER	TIMES	GUARDS PER OFFICE							FIREARM	SPECIAL REQUIREMENT
				ZULU LAND	UMZI NYATHI	AMA JUBA	UTHUKE LA	KING CETSHWA YO	MTUBA	MKUZE		
1.Reception Area	C	M/F	06:00 to 18:00	1	2	2	2	2	1	2	Armed	Firearm Competency
2.Vehicle Entrance	C	M/F	06:00 to 18:00	1		1	1			2	Armed	Firearm Competency
3.Exit Point / Fire Escape Door 1	C	M/F	06:00 to 18:00								Armed	Firearm Competency
4.Vehicle entrance/ Basement	C	M/F	06:00 to 18:00								Armed	Firearm Competency
Parameter Patrol									1		Armed	Firearm Competency
5.On-Site Supervisor	B	M/F	06:00 to 18:00	1	1	1	1	2	1	1	Armed	Firearm Competency
<b>NUMBER OF SECURITY GUARDS FOR NIGHT SHIFT</b>												
Reception Areas	C	M/F	18:00 to 06:00	1	2	2	1	2	1	2	Armed	Firearm Competency
Vehicle Entrance	C	M/F	18:00 to 06:00	1			1			2	Armed	Firearm Competency
Parameter Patrol						1	1				Armed	Firearm Competency
Vehicle entrance/ Basement									1		Armed	Firearm Competency
3.On-Site Supervisor	B	M/F	18:00 to 06:00	1	1	1	1	2	1	1	Armed	Firearm Competency
<b>TOTAL GUARDS</b>				<b>06</b>	<b>06</b>	<b>08</b>	<b>08</b>	<b>08</b>	<b>06</b>	<b>10</b>		



**LIST OF OFFICES TO TENDER FOR**

- Bidders are requested to indicate with a tick on the table provided below for the office(s) that they are bidding for, failing which the service provider will be disqualified:-

No.	Office	Tick
1	Head Office Pietermaritzburg	
2	Cascades Office	
3	Office of the MEC	
4	Tourism Office	
5	Harry Gwala District Office	
6	UGu District Office	
7	EThekweni District Office	
8	ILembe District Office	
9	King Cetshwayo District Office	
10	Mtubatuba Office	
11	Mkuze Office	
12	Zululand District Office	
13	UMzinyathi District Office	
14	UThukela District Office	
15	Amajuba District Office	

**Submission of Proposals**

Where a service provider is bidding for more than one district, bidders should submit separate proposals for each office and must be clearly specified accordingly. Failure to submit separate proposals will result in disqualification for that particular district.

**N.B:** The Department reserves the right to award security contracts to one or more districts.

**HEAD OFFICE***Please complete the following table:*

<b>Key Staff</b>	<b>Name</b>	<b>ID No</b>	<b>Qualification (Grade 12)</b>	<b>Security Grade</b>	<b>No of Years of experience in security</b>	<b>Reference and contact details</b>	<b>PSIRA Registration No</b>
Supervisor 1							
Supervisor 2							
Security guard 1							
Security guard 2							
Security guard 3							
Security guard 4							
Security guard 5							
Security guard 6							
Security guard 7							
Security guard 8							
Security guard 9							
Security guard 10							
Security guard 11							
Security guard 12							
Security guard 13							
Security guard 14							

**CASCADES OFFICE***Please complete the following table:*

<b>Key Staff</b>	<b>Name</b>	<b>ID No</b>	<b>Qualification (Grade 12)</b>	<b>Security Grade</b>	<b>No of Years of experience in security</b>	<b>Reference and contact details</b>	<b>PSIRA Registration No</b>
Supervisor 1							
Supervisor 2							
Security guard 1							
Security guard 2							
Security guard 3							
Security guard 4							
Security guard 5							
Security guard 6							
Security guard 7							
Security guard 8							

**OFFICE OF THE MEC***Please complete the following table:*

<b>Key Staff</b>	<b>Name</b>	<b>ID No</b>	<b>Qualification (Grade 12)</b>	<b>Security Grade</b>	<b>No of Years of experience in security</b>	<b>Reference and contact details</b>	<b>PSIRA Registration No</b>
Supervisor 1							
Supervisor 2							
Security guard 1							
Security guard 2							
Security guard 3							
Security guard 4							
Security guard 5							
Security guard 6							
Security guard 7							
Security guard 8							



**TOURISM OFFICE**

*Please complete the following table:*

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

**HARRY GWALA DISTRICT OFFICE**

*Please complete the following table:*

<b>Key Staff</b>	<b>Name</b>	<b>ID No</b>	<b>Qualifica tion (Grade 12)</b>	<b>Security Grade</b>	<b>No of Years of experience in security</b>	<b>Reference and contact details</b>	<b>PSIRA Registration No</b>
Supervisor 1							
Supervisor 2							
Security guard 1							
Security guard 2							

**UGU DISTRICT OFFICE***Please complete the following table:*

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

**ETHEKWINI DISTRICT OFFICE***Please complete the following table:*

<b>Key Staff</b>	<b>Name</b>	<b>ID No</b>	<b>Qualificati on (Grade 12)</b>	<b>Security Grade</b>	<b>No of Years of experience in security</b>	<b>Reference and contact details</b>	<b>PSIRA Registration No</b>
Supervisor 1							
Supervisor 2							
Security guard 1							
Security guard 2							
Security guard 3							
Security guard 4							
Security guard 5							
Security guard 6							

**ILEMBE DISTRICT OFFICE***Please complete the following table:*

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

**KING CETSHWAYO DISTRICT OFFICE***Please complete the following table:*

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

**MTUBATUBA OFFICE**

*Please complete the following table:*

<b>Key Staff</b>	<b>Name</b>	<b>ID No</b>	<b>Qualification (Grade 12)</b>	<b>Security Grade</b>	<b>No of Years of experience in security</b>	<b>Reference and contact details</b>	<b>PSIRA Registration No</b>
Supervisor 1							
Supervisor 2							
Security guard 1							
Security guard 2							
Security guard 3							
Security guard 4							

**UMKHANYAKUDE (MKUZE) DISTRICT OFFICE***Please complete the following table:*

<b>Key Staff</b>	<b>Name</b>	<b>ID No</b>	<b>Qualification (Grade 12)</b>	<b>Security Grade</b>	<b>No of Years of experience in security</b>	<b>Reference and contact details</b>	<b>PSIRA Registration No</b>
Supervisor 1							
Supervisor 2							
Security guard 1							
Security guard 2							
Security guard 3							
Security guard 4							
Security guard 5							
Security guard 6							
Security guard 7							
Security guard 8							



**ZULULAND DISTRICT OFFICE***Please complete the following table:*

<b>Key Staff</b>	<b>Name</b>	<b>ID No</b>	<b>Qualification (Grade 12)</b>	<b>Security Grade</b>	<b>No of Years of experience in security</b>	<b>Reference and contact details</b>	<b>PSIRA Registration No</b>
Supervisor 1							
Supervisor 2							
Security guard 1							
Security guard 2							
Security guard 3							
Security guard 4							

**UMZINYATHI DISTRICT OFFICE**

*Please complete the following table:*

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

**AMAJUBA DISTRICT OFFICE***Please complete the following table:*

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

**UTHUKELA DISTRICT OFFICE***Please complete the following table:*

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

## **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 Services 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 Services.

### **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 the following:**

- 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.

### 9.3 EXPERIENCE OF TENDERER

9.3.1 The bidder must have a minimum of five (5) years' experience in the corporate security guarding service. The bidder must provide relevant contactable references of the organisations where the bidder has rendered similar services with the value of contract start and end dates.

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

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

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

#### 9.5 Organization Structure

A clear structure depicting personnel structure must be provided.

#### 9.6 Logistics and Infrastructure

Control room - with radio control system provide details/ address of control room details regarding equipment such as gun safes, batons, guns, vehicles, torches, pepper sprays, identification scan (Head Office only) and two way radios must be provided.

#### 10. Non - compulsory Virtual Briefing Session

Kindly note that there will be a non-compulsory virtual briefing session for this bid due to the COVID-19 Pandemic, Furthermore, bidders will be given an opportunity to seek clarity in writing between the following dates (between 24 June 2022 to 08 July 2022). 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.

Date: 01 July 2022

Time: 11:00 AM

Venue: Ms Teams (Request for briefing link to be sent to: [sthabile.khuzwayo@kznedtea.gov.za](mailto:sthabile.khuzwayo@kznedtea.gov.za))

#### 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/erasable pens on any documents submitted.

**14.2.3** Bidders must provide valid proof of registration as employer with the Workmen's Compensation Commissioner

**14.2.4** Bidders must provide valid proof of registration as employers with the Unemployment Insurance Fund;

**14.2.5** A valid letter of good standing, not older than a month, from PSIRA must be submitted

**14.2.6** Bidders must be in a position to assume duty on the date specified by the Department

**14.2.7** A list of references must accompany the bid and particulars of similar bids successfully rendered or present bids, with a clear indication of cash value, must be furnished

**14.2.8** The bidder must comply with ALL the provisions contained in Private Security Industry Regulatory Act 56 of 2001. In addition, the bidder shall comply with all training standards and codes of conduct as determined by PSIRA

**14.2.9** Bidders who, after being awarded a bid are found not to be complying with conditions for the prescribed minimum wage requirements as legislated in the Government Gazette, will have their bids cancelled

**14.2.10** The norm/quality of security services to be rendered must be in accordance with the acceptable standard of the trade concerned.

The successful bidder may give preference to personnel/security guards already on site to ensure job security;

**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 Communication**

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

Technical Enquiries: Mr. M.M. Cele

Landline : Cell 082 731 1800

Email : [Mthokozisi.Cele@kznedtea.gov.za](mailto:Mthokozisi.Cele@kznedtea.gov.za)

SCM Enquiries : Ms. S. Khuzwayo

Email : [sthabile.khuzwayo@kznedtea.gov.za](mailto:sthabile.khuzwayo@kznedtea.gov.za)

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

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

**14.8.4** 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.

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

**14.8.6** Whilst all due care has been taken in connection with the preparation of this bid, EDTEA 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. EDTEA, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

**14.8.7** 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).

**14.8.8** 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.

**14.8.9** 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. Section B: Evaluation Criteria**

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	Negotiation and Final Award
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	Successful bidder will be informed of the outcome and negotiations will be performed where applicable

**15.1 Phase 1 - Pre – Qualification Criteria**

In terms of Regulations 3(b) and 4 of the Preferential Procurement Policy Framework Act (PPPFA) Regulations, 2017, the Department intends to apply the 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.

- Entities who are Level 1 status level contributors to B-BBEE.

Entities who are EME or QSE status level contributors to B-BBEE. Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes a valid B-BBEE Status Level Verification Certificate issued by a verification agency accredited by SANAS or sworn affidavit signed by an EME representative attested by Commissioner of Oaths or B-BBEE certificate issued by the Companies and Intellectual property Commission for EMEs.

Tenderers who do not meet the pre-qualification criteria stipulated in the tender document will be disqualified from further evaluation.

**15.2 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 & the Director (Grade B) of the company	Provision of valid PSIRA certificate for the company and PSIRA certificate or cards for the Director.
PSIRA Letter of good standing	Provide a valid letter of good standing
Valid PSIRA registration for all Security guards – include under guard requirements per office	Provision of a valid PSIRA certificates or cards
Certificate of registration with National Bargaining Council for the Private Security Sector	Provision of valid registration certificate
Suppliers Disclosure – SBD 4	Completed and signed in full
Briefing session	Virtual Meeting
UIF	Provide a valid compliance certificate; or proof of 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 the new entrance letter
Firearm License	Provide copies of firearm license for the organisation
Firearm Competency for all guards - include under guard requirements per office	Provide copies of security guards firearm competencies issued by SAPS.
Proof of compliance with sectorial determination (Payslips)	Provide 2 copies of payslips (Grade B & C) for at least one month but not older than 3 months
COIDA	Provide a valid letter of good standing.
Public Liability Cover for R3 000 000.00	Provide proof of insurance cover or quotation for the liability cover if there is no policy in place
Communication Radio Control System	ICASA License



Authority to Sign a Bid: <b>COMPANIES</b>	Section M paragraph <b>A</b> 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: <b>SOLE PROPRIETOR (ONE – PERSON BUSINESS)</b>	Section M paragraph <b>B</b> must be completed and signed
Authority to Sign a Bid: <b>CLOSE CORPORATION</b>	Section M paragraph <b>D</b> 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 : <b>CO-OPERATIVE</b>	Section M paragraph <b>E</b> 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 : <b>JOINT VENTURE</b>	Section M paragraph <b>F</b> 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.  A consolidated joint venture B-BBEE certificate/sworn affidavit must be submitted.
Authority to Sign a Bid: <b>CONSORTIUM</b>	Section M paragraph <b>G</b> 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: <b>PARTNERSHIP</b>	Section M paragraph <b>C</b> must be completed and signed. Particulars in respect of every partner must be furnished and signed by every partner

**15.3 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	<b>Understanding of assignment, methodology and Approach</b>	Service provider is required to describe in detail their understanding of the terms of reference. Service provider should set out a concise plan of approach, methodology and organization of achieving the intended service. This should also set out the standard operating procedures, supervision and quality controls and roles and responsibility of key staff.	<b>15</b>
2	<b>Number of similar projects completed</b>	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. Provide award letters/purchase order for similar project  NB: Documents that have been submitted for similar projects completed should be the similar documents submitted for capacity and experience.	<b>15</b>
3	<b>Capacity and experience in the Security Industry</b>	Evidence of Contactable references (minimum of 3)  References should include name of entity, nature of contract, contact person (site manager) office telephone, cell phone number and email address.  NB: Documents that have been submitted for similar projects completed should be the similar documents submitted for capacity and experience	<b>25</b>
4	<b>Structure &amp; Employee relationship</b>	A clear organogram depicting personnel structure must be provided for this project Provide the basic conditions of employment contract and proof of employment policies and procedures (include recruitment policy, discipline and grievance procedures)	<b>15</b>
5	<b>PERSONNEL EXPERIENCE</b> <b>Experience of Operations Manager and Supervisors</b>	Expertise, experience / qualifications of support personnel to be assigned to the contract. Key experts required are the Supervisors and Operations Manager.	<b>25</b>
6	<b>Logistics, equipment's and infrastructure</b>	Office, Hand held scanners, patrol track device, torches, batons, pepper sprays, etc.  Control room, adequate vehicles  Weapons (Pistols, revolvers, rifles, etc.)	<b>15</b>

		Bar coded ID Scanner (Head office Only)	
	<b>Overall Score Total</b>		<b>110</b>

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 evaluation).

#### 15.4 Phase 4 – Price and Preference Evaluation

**15.4.1** 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.

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:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

B-BBEE Status Level of Contributor	Number of Points (80/20)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

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.

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.

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.

**15.5 Phase 5: Negotiation and final award**

Once the evaluation and adjudication processes have been concluded, Successful bidder will be informed of the outcome and negotiations will be performed where applicable.

**16. SECTION C:**

**16.1 Pricing**

## HEAD OFFICE

## SECTION A

Monday- Sunday including Public Holidays	Quantity Required for Day Shift	Monthly Rate per Guard	Total Monthly Rate
GRADE C (armed)	08	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 (armed)	06	R	R
GRADE B (Armed)	01	R	R
SUB-TOTAL			R
VAT			R
TOTAL FOR NIGHT SHIFT			R

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

NAME AND SURNAME OF COMPANY REPRESENTATIVE

COMPANY OFFICIAL  
STAMP

SIGNATURE

DATE

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

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

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

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

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SURNAME AND INITIALS OF REPRESENTATIVE

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COMPANY OFFICIAL  
STAMP

## CASCADES OFFICE

## SECTION A

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

NAME AND SURNAME OF COMPANY REPRESENTATIVE

COMPANY OFFICIAL  
STAMP

SIGNATURE

DATE

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

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

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

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

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SURNAME AND INITIALS OF REPRESENTATIVE

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COMPANY OFFICIAL  
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## OFFICE OF THE MEC

## SECTION A

Monday- Sunday including Public Holidays	Quantity Required for Day Shift	Monthly Rate per Guard	Total Monthly Rate
GRADE C/D (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 SHIFT	B) TOTAL FOR NIGHT SHIFT	C)OVERALL PRICE(INCL. VAT) (A) + (B)	D) NUMBER OF MONTHS	E)TOTAL PRICE
(A) R	(B) R	(C) R	12 MONTHS	R

NAME AND SURNAME OF COMPANY REPRESENTATIVE

COMPANY OFFICIAL  
STAMP

SIGNATURE

DATE

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

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

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

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

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**SURNAME AND INITIALS OF REPRESENTATIVE**

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**DATE**

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**SIGNATURE**

**COMPANY OFFICIAL  
 STAMP**

## TOURISM OFFICE

## SECTION A

Monday- Sunday including Public Holidays	Quantity Required for Day Shift	Monthly Rate per Guard	Total Monthly Rate
GRADE C/D (armed)	02	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)	02	R	R
GRADE B (Armed)	01	R	R
SUB-TOTAL			R
VAT			R
TOTAL FOR NIGHT SHIFT			R

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

NAME AND SURNAME OF COMPANY REPRESENTATIVE

COMPANY OFFICIAL  
STAMP

SIGNATURE

DATE

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

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

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

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

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SURNAME AND INITIALS OF REPRESENTATIVE

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DATE

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SIGNATURE

COMPANY OFFICIAL  
STAMP

## HARRY GWALA OFFICE

## SECTION A

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

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

NAME AND SURNAME OF COMPANY REPRESENTATIVE

COMPANY OFFICIAL  
STAMP

SIGNATURE

DATE

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

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

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

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

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SURNAME AND INITIALS OF REPRESENTATIVE

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DATE

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SIGNATURE

COMPANY OFFICIAL  
STAMP

## UGU OFFICE

## SECTION A

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

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

**COMPANY OFFICIAL  
STAMP**

NAME AND SURNAME OF COMPANY REPRESENTATIVE

SIGNATURE

DATE

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

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

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

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

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SURNAME AND INITIALS OF REPRESENTATIVE

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DATE

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SIGNATURE

COMPANY OFFICIAL  
STAMP



## ETHEKWINI DISTRICT OFFICE

## SECTION A

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

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

NAME AND SURNAME OF COMPANY REPRESENTATIVE

COMPANY OFFICIAL  
STAMP

SIGNATURE

DATE

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

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

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

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

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SURNAME AND INITIALS OF REPRESENTATIVE

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DATE

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SIGNATURE

COMPANY OFFICIAL  
STAMP

## ILEMBE DISTRICT OFFICE

## SECTION A

Monday- Sunday including Public Holidays	Quantity Required for Day 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 DAY SHIFT			R

## SECTION: B

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

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

NAME AND SURNAME OF COMPANY REPRESENTATIVE

COMPANY OFFICIAL  
STAMP

SIGNATURE

DATE

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

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

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

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

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SURNAME AND INITIALS OF REPRESENTATIVE

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DATE

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SIGNATURE

COMPANY OFFICIAL  
STAMP

## KING CETSHWAYO DISTRICT OFFICE

## SECTION A

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

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

NAME AND SURNAME OF COMPANY REPRESENTATIVE

COMPANY OFFICIAL  
STAMP

SIGNATURE

DATE

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

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

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

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

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SURNAME AND INITIALS OF REPRESENTATIVE

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DATE

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SIGNATURE

COMPANY OFFICIAL  
STAMP

## MTUBATUBA DISTRICT OFFICE

## SECTION A

Monday- Sunday including Public Holidays	Quantity Required for Day Shift	Monthly Rate per Guard	Total Monthly Rate
GRADE C (armed)	02	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 (armed)	02	R	R
GRADE B (Armed)	01	R	R
SUB-TOTAL			R
VAT			R
TOTAL FOR NIGHT SHIFT			R

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

NAME AND SURNAME OF COMPANY REPRESENTATIVE

COMPANY OFFICIAL  
STAMP

SIGNATURE

DATE

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

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

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

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

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SURNAME AND INITIALS OF REPRESENTATIVE

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DATE

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SIGNATURE

COMPANY OFFICIAL  
STAMP



## MKHUZE OFFICE

## SECTION A

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

## SECTION: B

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

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

NAME AND SURNAME OF COMPANY REPRESENTATIVE

SIGNATURE

DATE

COMPANY OFFICIAL  
STAMP

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

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

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

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

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SURNAME AND INITIALS OF REPRESENTATIVE

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DATE

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SIGNATURE

COMPANY OFFICIAL  
STAMP

## ZULULAND OFFICE

## SECTION A

Monday- Sunday including Public Holidays	Quantity Required for Day Shift	Monthly Rate per Guard	Total Monthly Rate
GRADE C/D (armed)	02	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)	02	R	R
GRADE B (Armed)	01	R	R
SUB-TOTAL			R
VAT			R
TOTAL FOR NIGHT SHIFT			R

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

NAME AND SURNAME OF COMPANY REPRESENTATIVE

COMPANY OFFICIAL  
STAMP

SIGNATURE

DATE

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

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

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

PRICE FOR YEAR ONE	PRICE FOR YEAR TWO	PRICE FOR YEAR THREE	TOTAL BID PRICE PER INSTITUTION TO BE TRANSFERRED TO SECTION G
R	R	R	R
R	R	R	R
R	R	R	R
R	R	R	R
R	R	R	R
R	R	R	R
R	R	R	R
GRAND TOTAL TO BE TRANSFERRED TO SECTION G (SBD 7.1C)			R

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SURNAME AND INITIALS OF REPRESENTATIVE

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DATE

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SIGNATURE

COMPANY OFFICIAL  
STAMP

## UMZINYATHI OFFICE

## SECTION A

Monday- Sunday including Public Holidays	Quantity Required for Day Shift	Monthly Rate per Guard	Total Monthly Rate
GRADE C (armed)	02	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 (armed)	02	R	R
GRADE B (Armed)	01	R	R
SUB-TOTAL			R
VAT			R
TOTAL FOR NIGHT SHIFT			R

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

NAME AND SURNAME OF COMPANY REPRESENTATIVE

SIGNATURE

DATE

COMPANY OFFICIAL  
STAMP

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

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

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

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

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SURNAME AND INITIALS OF REPRESENTATIVE

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DATE

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SIGNATURE

COMPANY OFFICIAL  
STAMP

## AMAJUBA DISTRICT OFFICE

## SECTION A

Monday- Sunday including Public Holidays	Quantity Required for Day 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 DAY SHIFT			R

## SECTION: B

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

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

NAME AND SURNAME OF COMPANY REPRESENTATIVE

COMPANY OFFICIAL  
STAMP

SIGNATURE

DATE

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

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

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

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

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SURNAME AND INITIALS OF REPRESENTATIVE

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DATE

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SIGNATURE

COMPANY OFFICIAL  
STAMP



## UTHUKELA DISTRICT OFFICE

## SECTION A

Monday- Sunday including Public Holidays	Quantity Required for Day 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 DAY SHIFT			R

## SECTION: B

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

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

NAME AND SURNAME OF COMPANY REPRESENTATIVE

SIGNATURE

DATE

COMPANY OFFICIAL  
STAMP

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

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

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

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

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SURNAME AND INITIALS OF REPRESENTATIVE

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DATE

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SIGNATURE

COMPANY OFFICIAL  
STAMP

**Annexure D**  
**EVALUATION GRID**

**EVALUATION GRID: SECURITY SERVICES–****DISTRICT NAME:** \_\_\_\_\_

	Maximum	Initial
<b>METHODOLOGY AND APPROACH</b>	<b>15</b>	
The method statement demonstrates a clear technical methodology in terms of sequencing to meet the project deliverables: Understanding of the Assignment, implementation and Standard operation procedures	<b>15</b>	
Method statement demonstrates a clear technical methodology	15	
Method statement demonstrates a satisfactory technical methodology	10	
Method statement demonstrates an uncertain/no technical methodology	0	
<b>STRUCTURE &amp; EMPLOYEE RELATIONSHIP</b>	<b>15</b>	
<b>Structure</b>	<b>05</b>	
Clear organogram with the personnel		
Clear personnel structure included	5	
Unclear/No structure	0	
<b>Employee Relationship</b>	<b>10</b>	
Basic conditions of employment contract/policy procedures provided	10	
basic conditions of employment contract/policy procedures not Submitted	0	
<b>LOGISTICS, EQUIPMENT AND INFRASTRUCTURE</b>	<b>15</b>	
Office, hand scanners, identiscan, cars, torches, batons, peppers sprays, patrol track device etc. Adequate vehicles for the company Weapons (Pistols, revolvers, rifles, etc.)		
<b>Equipment</b>	<b>5</b>	
Comprehensive list of required equipment	5	
Incomplete/No list of required equipment	0	
<b>Infrastructure</b>	<b>10</b>	
Control room with radio control system	10	
No Control room.	0	

	Maximum	Initial
<b>COMPANY EXPERIENCE AND CAPACITY IN THE SECURITY INDUSTRY</b>	<b>25</b>	
>10 years or more	25	
Between 8 - 10 years	20	
Between 5 -8 years	15	
3 - 5 years	10	
< 2 years	0	
<b>NUMBER OF SIMILAR PROJECTS</b>	<b>15</b>	
5 or more projects (Award Letter or Purchase Order)	15	
Between 3 - 5 projects (Award Letter or Purchase Order)	10	
Less than 3 projects (Award Letter or Purchase Order)	5	
No Projects	0	
<b>PERSONNEL EXPERIENCE</b>	<b>25</b>	
<b>Experience of Management and Staff in the Security Industry</b>	<b>15</b>	
More than 5 years of operations managerial experience in security industry	15	
5 years of operations managerial experience in security industry	10	
Less than 5 years of operations managerial experience in security industry	0	
<b>Supervisor 1 - Grade B: Number of Years' Experience</b>	<b>5</b>	
5 or more Years of Experience	5	
3- 4 Years of Experience	3	
Less than 3 Year of Experience	0	
<b>Supervisor 2 - Grade B: Number of Years' Experience</b>	<b>5</b>	
5 or more Years of Experience	5	
3- 4 Years of Experience	3	
Less than 3 Year of Experience	0	
<b>TOTAL</b>	<b>110</b>	

*The minimum pass mark for this project is 60 %*

<b>Strengths</b>	
<b>Weaknesses</b>	

**Evaluation performed by:**

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

## Annexure E: CV Format

## CURRICULUM VITAE max 3 pages

Proposed role in the project:

10. Family name:

11. First names:

12. Date of birth:

13. Nationality:

14. Civil status:

15. Education:

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

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

Language	Reading	Speaking	Writing
English			
Portuguese			
French			
Indonesian			
Spanish			

12. Membership of professional bodies: -

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

10 Present position:

11 Years within the firm:

12 Key qualifications: (Relevant to the project)

13. Professional Experience

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

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

**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.

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	