

Heritage House  
222 Jabu Ndlovu Street  
PIETERMARITZBURG  
3201

Tel: 033 341 3400

**Invitation to Tender – ZNB - DSAC 005A/2425**

**KwaZulu-Natal– Department of Sport, Arts & Culture**

Suitable and capable service providers are invited to bid for **Provision of Security Services in Various sites in KwaZulu-Natal for the period of 36 months.**

The Department reserves the right to:

- not award the cheapest bid.
- Not award this bid; and or
- Cancel this bid.

**Collection of Bid Documents**

Tender documents will be made available on e-tenders - <https://www.etenders.gov.za> and departmental website <https://www.kzndsac.gov.za> printable at the bidder's own cost.

**Compulsory Briefing Session**

**[Refer to section D]**

The briefing session will be held as follows:

<b>Date:</b>	<b>26 January 2026</b>
<b>Venue:</b>	<b>1 Cedara Road, Pietermaritzburg Auditorium (Department of Agriculture and Rural Development)</b>
<b>Time:</b>	<b>10h00</b>
<b>Site to be visited:</b>	
<b>(Not Mandatory)</b>	

Queries relating to the issue of these documents may be addressed to the following officials for:

Supply Chain Management related queries: SCM Practitioner Mr. Senzo Shangase, Tel. No.0338979400: e-mail [senzo.shangase@kzndsac.gov.za](mailto:senzo.shangase@kzndsac.gov.za)

Technical queries: Deputy Director Corporate Services: Mr. GS Qwabe, Tel. No. 082 776 7513: e-mail [Stanley.qwabe@kzndsac.gov.za](mailto:Stanley.qwabe@kzndsac.gov.za)

**Delivery of Bid Document**

The closing date and time for receipt of Tenders is 17/02/2026, **11H00.**

Note: Only hand-delivery proposals will be accepted.

The physical address for delivery of Tender documents is The Head Office of the KZN Department of Sport, Arts and Culture, Heritage House, 222 Jabu Ndlovu Street [Formerly, Loop Street] Pietermaritzburg, 3201

## KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

<b>PART A</b>	INVITATION TO BID (SBD 1)	3
<b>PART B</b>	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	4
<b>SECTION A</b>	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	5
<b>SECTION B</b>	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	6
<b>SECTION C</b>	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	7
<b>SECTION D</b>	OFFICIAL BRIEFING SESSION FORM	8
<b>SECTION E</b>	PRICING SCHEDULE (SBD 3)	9
<b>SECTION F</b>	BIDDER'S DISCLOSURE (SBD 4)	10 -11
<b>SECTION G</b>	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	12 – 14
<b>SECTION H</b>	CONTRACT FORM (SBD 7)	15 – 16
<b>SECTION I</b>	GENERAL CONDITIONS OF CONTRACT	17 – 25
<b>SECTION J</b>	SPECIAL CONDITIONS OF CONTRACT	26 – 28
<b>SECTION K</b>	AUTHORITY TO SIGN THE BID	29
<b>SECTION L</b>	TERMS OF REFERENCE	30 -62

**PART A  
INVITATION TO BID**

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

BID NUMBER:	DSAC 005A/2425	CLOSING DATE:	17/02/2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO SECURITY SERVICES TO THE DEPARTMENT SPORT, ARTS AND CULTURE TO VARIOUS SITE IN KZN FOR THE PERIOD OF 36 MONTHS				

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**Heritage House**

**222 Jabu Ndlovu Street, Pietermaritzburg, 3201.**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON	<b>Mr Senzo Shangase</b>	CONTACT PERSON	<b>Mr GS Qwabe</b>
TELEPHONE NUMBER	<b>033 342 2380</b>	TELEPHONE NUMBER	<b>082 776 7513</b>
FACSIMILE NUMBER	<b>N/A</b>	FACSIMILE NUMBER	<b>N/A</b>
E-MAIL ADDRESS	<a href="mailto:Senzo.shangase@kzndsac.gov.za">Senzo.shangase@kzndsac.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Stanely.qwabe@kzndsac.gov.za">Stanely.qwabe@kzndsac.gov.za</a>

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR GOODS/SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**BID SUBMISSION:**

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**TAX COMPLIANCE REQUIREMENTS**

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

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).

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS, WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere after 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. Only a hard copy and soft copy shall be considered as stipulated on page 1 of this bid document.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initiated.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each page of the bid document.
18. Part A of the bid document **must** be completed and failure to do so shall lead to disqualification.
19. Bids submitted must be complete in all respects, spaces requiring information must be filled in, shown as "not applicable" and not left blank.
20. Bidders failing to adhere to the requirements as stipulated above and in the bid document shall be disqualified.
21. The Department reserves the right not to make an award. The lowest, or any bid will not necessary be accepted and the Department reserves the right to accept any bid either in whole, or in part thereof. In addition, the Department reserves the right to re-open process of soliciting bid offers/ appointing a panel of suppliers at any time should it deemed necessary to do so.

## SECTION B

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

Prospective suppliers should register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)

If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have.

3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.

**The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

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

This is to certify that I (name of bidder/authorized representative) ....., WHO  
REPRESENTS (state name of bidder) .....CSD  
Registration

Number.....

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

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

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** .....

SECTION D

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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

Site/Building/Institution Involved: **DEPARTMENT OF SPORT, ARTS AND CULTURE**

Bid Reference No: DSAC005A /2425

Goods/Service/Work: **Appointment of a security service provider to render security services in the department's Eastern cluster for the period of 36 months**

\*\*\*\*\*

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

On \_\_\_\_\_ behalf \_\_\_\_\_ of \_\_\_\_\_ (company name) \_\_\_\_\_

Visited and inspected the site on \_\_\_\_/\_\_\_\_/\_\_\_\_ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**  
(PRINT NAME)

**DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
**Name of Departmental or Public Entity Representative**  
(PRINT NAME)

Departmental Stamp	Signature

**NB: Bidders are required to print and submit hard copies of certificate during briefing session.**  
**Bidders are required to be at least 15 minutes before the start of the briefing session.**  
**Briefing session is scheduled for 10:00.**  
**Doors close at 10:00 and under no circumstances will the late attendants be allowed after closing time.**



**SECTION E****SBD 3.1****PRICING SCHEDULE – FIRM PRICES  
(SERVICES)**

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

**PRICE ADJUSTMENT WILL ONLY BE CONSIDERED AT ANNIVERSARY OF THE CONTRACT IN LINE WITH THE NEW PSIRA RATES.**

Name of bidder.....	Bid number DSAC 005A/2425
Closing Time 11:00	Closing date 17/02/2026

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

Item No.	Description	Total Cost for Three (3) Years (Bid Price in RSA Currency with All Applicable Taxes Included)
1.	Eastern Cluster	
2.	Western Cluster	
3.	Northern Cluster	
4.	Southern Cluster	

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## SECTION F

## 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**

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**

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

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

If so, furnish particulars:

.....  
 .....

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**

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.

## 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:

I have read and understand the contents of this disclosure.

I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

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.

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.

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.

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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF

PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

---

<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.

## SECTION G

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

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

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

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

- a) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

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

#### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Companies owned by at least 51% people who are black	10			
Enterprise Located in KZN - Business within province of Kwa Zulu Natal (utility bill/ lease agreement/ proof of residence and affidavit)	10			
<b>TOTAL POINTS</b>	<b>20</b>			

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered because of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## SECTION H

## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to the **Department of Sport, Arts and Culture** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **DSAC 003/2526** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid.
    - Tax clearance certificate.
    - Pricing schedule(s);
    - Filled in task directive/proposal.
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011.
    - Declaration of interest.
    - Declaration of bidder's past SCM practices.
    - Certificate of Independent Bid Determination.
    - Special Conditions of Contract.
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

## WITNESSES

1 .....

2 .....

DATE: .....

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

WITNESSES

3 .....

4 .....

DATE: .....



## SECTION I

### GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts 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 that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are against 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 services 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 fulfilling the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1, remains the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

## **6. Patent rights**

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

## **7. Performance security**

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

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

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

7.4 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.5 a cashier's or certified cheque

7.6 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 will 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' 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 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, by 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 at all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16 Payment**

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

## **17 Prices**

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

## **18 Contract amendments**

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

## **19 Assignment**

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

## **20 Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the 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 against any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser.
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- 23.6.1 These details will be loaded in the National Treasury's central database of suppliers or people 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 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 favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25 Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to fulfil 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 fulfil their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due to the supplier.

## **28 Limitation of liability**

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

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

## **29 Governing language**

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

## **30 Applicable law**

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

## **31 Notices**

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

## **32 Taxes and duties**

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

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

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



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

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

## SECTION J

### SPECIAL CONDITIONS OF CONTRACT

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

The offers must remain valid for a period of 180 days from the closing date of the submission of bids.

#### CONTRACT PERIOD

36 Months

#### EVALUATION CRITERIA

There are four main stages in the selection process, namely, ensuring that bids comply with administrative Compliance, Mandatory Requirements, functionality and the price and preference points.

##### Stages 1 - Administrative Compliance

The bid submitted must be complete in all respects.

The standard bidding documents must be duly completed and be submitted with the bid at the time of closing of the bid. Failure to comply with the Supply Chain Administrative Compliance shall result in the offer being considered non-responsive and shall be rejected.

##### Stage 2 - Mandatory Requirements

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

##### Stage 3 – Functionality

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

Failure to meet the minimum passing score of 70% on the functionality criteria will be deemed the bidder non-responsive and will not be further evaluated in terms of price and preference points.

##### Stage 4 - Preferential Point Evaluation

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

Preference Points System	
Price	80
Specific Goals	20
Companies owned by at least 51% people who are black	10
Enterprise Located in KZN - Business within province of Kwa Zulu Natal (utility bill/ lease agreement/ proof of residence and affidavit)	10
Total	100

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

## **BID PRICES**

Bid prices reflected will be taken as firm for the full contract period and only subject to a statutory wage increase. Increases will be granted on the wage remuneration of the different grades of security officers. An increase may be considered for the second and third year of the contract. Bidders are to state the percentage escalation on the price page for year two and three. It will be taken by the Department that the percentage increase reflected on the price page for year two and three is exclusive of a statutory wage increase.

## **PRO -RATA DECREASE OF PAYMENT**

If, at any time, the service is not rendered in accordance with the conditions of bid or the specification (for example number of guards are incomplete), the right is reserved to adjust payment pro-rate.

No delay or failure of the Department of Sport, Arts and Culture or its officials in exercising its rights in terms of conditions of bid, shall be deemed to be a condonation, waiver or ratification of any departure, breach or failure to comply with any of the set conditions or regulations unless such condonation, waiver or non-fulfillment has been agreed to in writing by the Accounting officer.

## **TERMINATION OF SERVICE**

The stipulations of the Treasury (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 BID), apply to cases of any failure to comply with any of the conditions of bid, or where an unsatisfactory service is rendered.

The bid will be terminated immediately should the bidder no longer qualify as security officer in terms of the Private Security Industry Regulatory Act 56 of 2001.

The bidder must notify the State immediately should he or any member of his security personnel no longer meet the qualifications or conditions of the Private Security Industry Regulatory Act 56 of 2001.

The bidder must immediately remove from the site and replace any of his employees who no longer qualify as security personnel in terms of the Private Security Industry Regulatory Act 56 of 2001.

Any amendment or waiving of the stipulations of the contract must occur in writing with the mutual consent of both parties.

Should the bidder alienate his rights and liabilities in terms of this bid, he must notify the Bid Adjudication Committee immediately so that the necessary steps for the cession of the bid in terms of the General Conditions of Contract may be taken.

The contract will be terminated based on the following reasons:

- Failure to provide services in accordance with the agreed Services Level Agreement (SLA)
- Persistent poor performance and failure to meet contractual standards and key performance indicators.
- Non-compliance with applicable legal and regulatory requirements, including PSIRA requirements.
- Failure to remedy identified breaches despite written notices and opportunities to do so.

## **RULES OF BIDDING**

Bidders must indicate the clusters they are bidding for by completing all relevant sections in the pricing schedule. For a bid to be considered responsive, all sites within a selected cluster must be fully priced and included. Failure to complete the pricing schedule for every site within a cluster will render that cluster non-responsive

## **ACCEPTANCE OF OFFER**

In considering or awarding of tender and where 80/20 preference points have been applied, the Department shall allocate contract based on the bidder who scores the highest points. A bidder will only be awarded a single cluster, should a single bidder score the highest points for more than one cluster, the bidder will be required to choose one

cluster, and the Department reserves the right to negotiate with the second highest bidder

#### **1. BID APPEAL TRIBUNAL (BAT)**

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

- 3.1 The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.
- 3.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 3.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 3.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 3.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

**The address provided for the lodging of appeals is:**

**Email: [Batsecretariat@kzntreasury.gov.za](mailto:Batsecretariat@kzntreasury.gov.za)**

**The Chairperson  
Bid Appeals Tribunal  
Private Bag X9082  
Pietermaritzburg  
3200**

## SECTION K

### AUTHORITY TO SIGN A BID

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

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

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

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

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

**Note:**

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

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

## SECTION L

### **TERMS OF REFERENCE/ SPECIFICATIONS**

#### **DEFINITION OF TERMS**

The following definitions of terms will apply in respect of this Bid:

1. **ADMINISTRATION**

The KwaZulu-Natal Provincial Administration: Department of Sport, Arts and Culture.

2. **SERVICE**

The security services to be rendered in terms of this bid.

4. **CONTACT PERSON**

The contact person for the Department of Sport, Arts and Culture will be Director, Security Services: Mr G.S. Qwabe telephone number: 033-264 3434/ 082 776 7513.

4. **BIDDER**

The person or persons, partnership, close corporation, firm or company, whose bid for this service was accepted.

5. **AGREEMENT**

This comprises the agreement signed by the parties, the conditions of bid, the bid and the accepted document, the agreement conditions and the specifications.

6. **AGREEMENT PERIOD**

The period during which the service is to be rendered as originally determined in the agreement, or as amended, extended, or renewed in accordance with stipulations of the agreement.

7. **PARTIES**

The Administration and the Bidder.

8. **SECURITY STAFF**

Staff in the employ of the Bidder.

9. **SECURITY GUARD**

Security staff who shall execute the physical security services.

10. **CENTRE**

The grounds on which and/or the building(s) in which the service(s) shall be rendered.

11. **CENTRE MANAGEMENT (CM)**

The person (or persons) in charge of the specific Centre referred to in the previous paragraph and who is an official (or are officials) of the KwaZulu-Natal Provincial Administration, Department of Sport, Arts and Culture.

12. **SUPERVISOR**

12.1 **FIRST LEVEL SUPERVISOR:**

The person executing direct supervision and control over the security guards.

12.2 **SECOND LEVEL SUPERVISOR:**

The person executing complete supervision and control over security staff at the centre where the security services are rendered by the Bidder.

**BIDDERS INSTRUCTIONS**

1. Bidders must be in the position to assume duty immediately after the bid has been awarded.
2. Prospective bidders must visit the sites in order to ascertain the extent of the service to be rendered.
  - 2.1 The enclosed "site inspection certificate" must be completed and signed by the Departmental representative in respect of each site inspection.
3. Bidders must furnish the following particulars:
  - 3.1 Where their headquarters are situated.
  - 3.2 Where regional offices are situated, if any.
  - 3.3 Whether regional/district offices will be established in the centres where the service is to be rendered.
  - 3.4 Name, address and telephone numbers of bank or other financial institution which manages the bidders finance and the name of a contact person at each financial institution.
  - 3.5 Consent that the financial institutions may answer financial enquiries and supply statements on request.
  - 3.6 The names, identity numbers and street addresses of all partners where people, partnerships or close corporations bid.
  - 3.7 Proof of training/experience and/or a condensed description of the training/experience at the bidder's command, must accompany the bid.

If training must still be provided or experience gained, an indication must be given as to when, where and by whom it will be provided.
  - 3.8 In cases where a person or person, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided.
    - 3.8.1 Who, or with whose help, has the business plan been drawn up.
    - 3.8.2 Who, or with whose help, the bid price was calculated.
    - 3.8.3 Whose advice is relied on.
  - 3.9 A list of references must accompany the bid and particulars of similar bids successfully rendered or present bids, with a clear indication of the cash value, must be furnished.
4. Bidders must provide satisfactory proof of registration as employer with the Workmen's Compensation Commissioner.
5. Bidders must undertake to provide a certain and reasonable number of additional staff as requested for the rendering of service at the sites during crisis situations.
6. The price quoted for the service in terms of this bid must be a fixed price which will be held firm for the duration of the bid.
7. The Department reserves the right to increase/reduce the number of guards as the need arises.

## **1. NORM/STANDARD**

1.1 The bidder must comply with all the provisions contained in the 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 the PSIRA.

2. Bidders who do not comply with the conditions for prescribed minimum wage requirements as legislated in the government gazette and based on the signed main collective agreement concluded on 13 September 2022 and effective from 01 March 2023 as approved and gazetted by the minister of Labor, **will** be disqualified.

2.1 The norm/quality of the security service to be rendered must be in accordance with the acceptable standard of the trade concerned.

## **3. DUTIES AND FUNCTIONS OF THE CONTRACTOR SHALL BE:**

All possible steps shall be taken by the bidder to ensure that the execution of this agreement take place. These steps include, inter alia, the following:

3.1 The protection of State Property at the intended site and the protection of the said property against theft and vandalism.

3.2 The protection of the State's officials against injuries, death or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977).

4. The bidder must provide the security personnel required for the successful rendering of the service, as follows:

4.1 Guards (Security Officer, grade C), who shall execute the physical security service.

4.2 First-level supervisor (security officer, grade B), exercise direct supervision and control over the security guards such supervisors shall be contactable by radio and conduct spot checks.

4.3 Guards (Security Officer, grade C), who shall execute patrol duties.

4.4 Guards appointed to provide reception duties must have a matric (grade 12) and be bilingual (i.e., isiZulu and English).

5. It is the responsibility of the bidder to ensure that the security personnel in his service and especially those employed for the rendering of this service always meet the following requirements:

### **5.1 SUPERVISORS**

5.1.1 Supervisors must be schooled to at least Matric or grade 12 level.

5.1.2 Supervisors must have a good grounding in their post descriptions and duties.

5.1.3 Supervisors must always be capable of leading/controlling and supervising their subordinates.

5.1.4 Supervisors must be able to communicate, read and write in English.

### **5.2 SECURITY GUARDS**

5.2.1 Security guards must be schooled to at least Standard six or grade 8 level.

5.2.2 Security guards shall be able to communicate, read and write in at least the English language.

5.2.3 Security guards may not be younger than 18 years of age.



6. The following general requirements apply:

6.1 SUPERVISORS AND SECURITY GUARDS

6.1.1 Supervisors and security guards must have undergone and passed formal security training and proof thereof must be submitted to the Department's security manager on award of the bid and any qualification as required.

6.1.2 At all times, supervisors and security guards must present an acceptable appearance which implies, inter alia: that they must not sit, lounge about, smoke, eat or drink while attending to people.

6.1.3 Supervisors and security guards must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia: that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards them.

6.1.4 Supervisors and security guards must be physically healthy and medically fit for the execution of their duties.

6.1.5 Supervisors and security guards must be registered as security officers/guards, as required by PSIRA and carry their membership cards.

6.1.6 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 State.

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

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

6.1.9 The State reserves the right to ascertain from the South African Police whether security personnel in his employ possess record clearances as well as to ascertain from the Council of Security Officers whether the security personnel are registered with the Council of Security Officers.

6.1.10 Security personnel must at least possess record clearances issued by the South African Police.

6.2 The bidder undertakes to ensure that each member of his security personnel will always, when on duty, be fully equipped with:

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

6.2.2 A clear identification card of the company with the member's photo, identification and file numbers on it, always worn conspicuously on his person, or

Alternatively: A clear identification card of the company with the member's identity and file numbers on it, accompanied by his official identity document, always worn.

6.2.3 All security personnel must be able to produce, on request, proof of registration with the Security Officers Board/PSIRA.

6.2.4 The minimum service aids to be always worn on the person during guard duty, are:

Baton

Handcuffs

Whistle

Pocket book

Pen

Torch (at night)

Radio (communication available at all times)

Firearm (if needed)

Umbrella (only when necessary)

Raincoat (only when necessary)

Occurrence Book.

7. At his headquarters, the bidder must keep available for inspection by representatives of the State, proper staff files as well as all appropriate documents of all security personnel in his service who are employed to render the service to the State by the bidder and be available for inspections by the Administration's Compliance Directorate/Security Inspectorate. The appropriate documents shall include, inter alia: the following:

Scholastic, registration and medical certificates as well as security clearances of all the bidder's personnel.

8. The bidder must ensure that the following security aids, if specified, are always available at each site where he renders a security service in terms of this bid (see separate site specifications):

8.1 OCCURRENCE BOOK

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

- 8.1.2 **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 procedures 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 or gates, indicating the time and by whom locked or unlocked.

8.1.2.6 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.

8.1.2.7 Occurrence book read: After the taking-over of shifts, the first-level supervisor must make an entry declaring that he/she has read the occurrence book to acquaint him / herself with events that occurred during the previous shift.

8.1.2.8 All visits by supervisors and top management: These entries must be done in red ink.

8.1.2.9 The issue/receipt of documentation, indicating the time and by whom delivered/to whom issued.

8.1.2.9 Officials of the State shall pass in writing all additional requests in respect of the rendering of the service.

**NOTE** Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed on the side.

8.1.3 STORAGE OF OCCURRENCE BOOKS: The bidder shall store the fully entered occurrence books for a period of five (5) years.

## 8.2 **ADMISSION CONTROL REGISTERS OR FORMS**

8.2.1 **PURPOSE:** The purpose of the admission control register is always to have information available 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.

8.2.2. This register must be completed correctly and legibly by the security guard/officer on duty and shall make provision for 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
- Purpose of visit
- Brand, caliber and number of firearms in visitor's possession (if any)
- Signature of visitor
- Signature of Security Guard.

### 8.2.3 **FIREARM CONTROL REGISTER**

The Purpose of the register is to maintain proper records of firearms handed in at security for safekeeping in a lockable safe by persons entering the premises. It shall include:

Date and Time  
Make and Serial No  
Caliber  
Round/Ammunition  
Key issued to and Signature  
Key issued by and signature  
Safe Key No  
Key Returned by and Signature  
Key Received by and Signature  
Date and Time  
Firearm license or permit Produced YES/NO  
Identity Document Produced YES/NO  
Remarks.

**NB.** Security Guard must ensure that a person handing in a firearm produces a firearm license or permit and identity document to verify if the number matches. Security guards must not touch firearms handed in.

### 8.2.4 **VEHICLE REGISTRATION/VEHICLE FORMS**

8.2.4.1 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 the site
  - Surname and initials of driver
  - Home/Work address
  - Number of passengers
  - Registration numbers of the vehicle
  - Brand, caliber and number of firearms in the vehicle (if any)
  - Signature of driver
  - Departing vehicles must be searched
- Departing visitors must be searched with walk-through scanner and bag scanner which will be provided by the Department.

**NB. Parking in front of the Executive building is reserved for visitors to the executive building. Other visitors must park outside the premises of the Department.**

## 8.2.5 **STORAGE OF PEDESTRIAN AND VEHICLE REGISTERS**

The bidder must store the access control registers for both pedestrians and vehicles for a period of five (5) years.

## 8.3 **NOTEBOOK**

8.3.1 **PURPOSE:** 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.

8.3.2 **REQUIREMENT:** During their turns of duty all security personnel must have a notebook on their people.

The following information must be noted down in the notebooks:

8.3.2.1 All occurrences/events, however important, slight or unusual, referring to the following:

8.3.2.1.1. Reporting on and off duty.

8.3.2.1.2 Time of occurrence or event.

8.3.2.1.3 Extent of occurrence or event.

8.3.2.1.4 Relevant occurrence book serial number with due allowance; and

8.3.2.1.5 Follow-up actions taken in respect of an occurrence or event.

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

8.3.4 **STORAGE OF NOTEBOOKS:** The bidder must store all completed notebooks for a period of five (5) years.

## 8.4 **DUTY LIST**

8.4.1 **PURPOSE:** The purpose of the duty list is to serve as proof, at all reasonable times, which all personnel who should be on duty per shift, are indeed on duty.

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

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

## 8.5 **DUTY SHEET**

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

8.5.1 The bidder must have available at the site a fully expounded duty sheet per duty point.

## 8.6 **TWO-WAY RADIOS**

8.6.1 **PURPOSE:** 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 on the site and control at the bidder's headquarters.

8.6.2 **BASE RADIO: See** site specifications for more particulars.

8.6.3 **HAND CARRIED RADIOS:** Serviceable hand carried radios must always be provided by the Bidder, as stipulated in the site specifications.

## 8.7 **PATROL DUTIES**

Patrol the perimeter fence and premises hourly during hours of darkness.

8.7.2 Patrol the perimeter fence and premises hourly during the dayshift.

8.7.3 Check and report on the following aspects:

- (i) Conditions of perimeter fence.
- (ii) All external doors are locked after hours.
- (iii) External lights are illuminated during hours of darkness.

Broken windows.

Gas storage areas are secure.

Any vehicle parked on the premises that appear to have been tampered with; and

Any incidents that are unusual.

## **SAFEKEEPING OF VEHICLES PARKED ON PREMISES**

Regular checks to be carried out after hours on vehicles to ensure they are locked. Any vehicle found unlocked must be secured and if possible locked and the keys confiscated and secured in the Security Control Office. At the time the keys are claimed, the official responsible shall place his/her signature, date time against the recorded incident in the occurrence book.

9. Each working day, the first or second level supervisor must contact the Departmental representative at the site 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 minute of which are kept by the Departmental representative.

10. No security personnel are allowed to do continuous duty for longer than twelve (12) hours.

## 11. **LOST ARTICLES**

11.1 **DEFINITION:** Lost articles are articles found at the site and for which ownership cannot be established immediately. Such articles must be handed in at the control room.

11.2 All lost articles handed in at the control room must be recorded in the occurrence book, after which they must be handed in to the Departmental representative immediately.

12. No deliveries by any person will be received at the control room. The necessary arrangements must be made by the Departmental representative.

## 13. **LABOUR UNREST INCIDENTS**

13.1 **DEFINITION:** When the Department's personnel on the site or the security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.

13.2 **LABOUR UNREST AT THE SITE:** If the service is interrupted or temporarily deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the bidder, the parties must come to an agreement on the methods to ensure continuation of the security service. Any failure to reach agreement shall be a breach of these conditions of bid, subject to such terms and conditions relating to breach.

## 14. **CHECKING OF SERVICE**

14.1 Checking of service at the site shall be done at least once every shift by supervisory staff at the site as well as by the bidder himself on at least a quarterly basis.

14.2 The State reserves the right to check the service rendered by the bidder at any time, to ensure that the service is rendered in accordance with the conditions of bid and the site specification.

14.3 The State reserves the right to request from the bidder that any of his employees be replaced, in which case the employee(s) must leave the site forthwith. The State will not be held responsible for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses.

14.4 NOTE: The Departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.

14.5 All personnel shortages must be noted down in the occurrence book.

15. The bidder will be held liable for any damage or loss suffered by the State, because of the bidder's own or his employees' negligence or intent which originated at the site.

The State is indemnified against any liability, compensation or legal expenses in respect of the following cases:

16.1 Loss of life or injuries which might be sustained by the security personnel during the execution of their duties.

16.2 Damage to or destruction of any equipment or property of the bidder during the execution of their duties; and

16.3 Any claims and legal costs which might arise because of any act or omission or acts or acts committed by the security personnel in relation to third persons, which include illicit/illegal arrests and other illicit/illegal wrongful acts.

17. The bidder must, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.

17.1 A copy of such insurance bid must be handed to the Departmental representative on commencement of the service.

17.2 Evidence that such insurance premiums have indeed been paid, must be furnished annually.

18. The bidder may not, unless otherwise specified, make use of any of the State's equipment, aids and/or property, for purposes of compliance with the conditions, which equipment, aids and/or property include inter alia vehicles, stationery, firearms, rooms and furniture.

19. The water and electricity required for the rendering of the service shall be provided free of charge by the State.

20. The bidder is responsible for the training of his personnel at the site in respect of the application of the guideline of the emergency plan applicable for the specific site.

21. All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions will be provided.

22. The bidder's personnel must always refrain from littering and must always keep the grounds and building occupied by them clean, hygienic and neat.

23. Under no circumstances are security personnel allowed to conduct any trading.

24. The bidder shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or against State buildings or sites or any part thereof, without written consent. The bidder shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable.

Any sign, printed matter, painting, name plate, advertisement, article or object displayed without written consent, or which is regarded as objectionable or undesirable, will immediately be removed. The bidder will be held responsible for the costs of such removal.

## EVALUATION CRITERIA

There are four main stages in the selection process, namely, ensuring that bids comply with administrative Compliance, Mandatory Requirements, Functionality and the Price and Preference points.

### Stage 1 - Administrative Compliance

Bids submitted must be complete in all respects.

The following bid document must be duly completed and be submitted with the bid at the time of closing of the bid:

The following documentation must be submitted:

CRITERIA		YES	NO	REMARKS
PART A	INVITATION TO BID (SBD 1)			
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)			
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE			
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS			
SECTION D	OFFICIAL BRIEFING SESSION FORM			
SECTION E	PRICING SCHEDULE (SBD 3)			
SECTION F	BIDDER'S DISCLOSURE (SBD 4)			
SECTION M	AUTHORITY TO SIGN THE BID			

Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid.

### Stage 2 - Mandatory Requirements

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

MINIMUM REQUIREMENTS	YES/NO	PROOF TO BE PROVIDED
Company must have a valid registration with Private Security Industry Regulatory Authority (PSIRA),		Submit valid PSIRA Certificate/s.
Director/s must have valid registration with PSIRA		submit valid PSIRA Certificate/s.
Security officers must have valid registration with PSIRA		Submit valid PSIRA Certificate/s.
Bidding company must be in good standing with Compensation for Occupational Injuries and Diseases Act (COIDA)		Submit valid COIDA Certificate
All Directors cleared with SAPS		Valid Clearance certificate from SAPS for all Directors (not older than six months)
Proof of compliance with the Private Security services Provident Fund (PSSPF)		Submit valid proof of registration
Proof of Public Liability Insurance of R10 million		Public Liability Insurance Cover of required amount
Control room to be fully functional and registered with ICASA		Provide valid proof of registration with ICASA
Proof of fire-arm competency or licenses		Provide valid proof

### Stage 3 – Functionality

Proposals from prospective bidders will be evaluated on the functionality listed below:

CRITERIA DESCRIPTION	CRITERION REQUIREMENTS	Evidence Required	MAXIMUM SCORE
Company experience: Bidder must demonstrate and prove experience in the provision of corporate security services.	6 or more projects = 20 points 4 to 5 projects = 15 points 2 to 3 projects = 10 points 1 project = 05 points 0 projects = 0 points	Bidder must submit reference letters signed by clients that indicate value, description and duration of the project using the attached Annexure A	20
	≥ R30 million = 20 points R10 million to < R30million = 15 points R5 million to <R10 million = 10 points R2 million to <R5 million = 5 points R1 million to <R2 million = 2 points ≤ R1 million = 0 points	<b>Only completed projects shall be considered in the scoring of points.</b>	20
Supervisor's Experience: Bidder must demonstrate and prove experience of a manager under its current employment.	5 or more years = 10 points 3 to 4 years = 05 points 1 to 2 years s = 1 points 0 years = 0 points	Bidder must submit CV with contactable references to prove the experience of the supervisor. The supervisor must be currently in employment of the bidder and be PSIRA registered. PSIRA register will be used for verification.	10
Proof of the availability of resources: The bidder must demonstrate and prove availability of guards under its current employment.	15 or more security personnel/guards = 10 points 1 to 14 security personnel/guards = 05 points 0 security personnel/guards = 0 points.	PSIRA register or PSIRA Certificates	10
Total Score			60
Minimum Threshold ( <b>failure to meet this threshold will render your bid disqualified</b> )			42
<b>Bidders who did not meet a minimum threshold of 70% on the functionality criteria will be disqualified and shall not be evaluated on price and specific goals.</b>			



#### Stage 4 – Price and Preference Points

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

Preference Points System	
Price	80
Specific Goals	20
Companies owned by at least 51% people who are black	10
Enterprise Located in KZN - Business within province of Kwa Zulu Natal (utility bill/ lease agreement/ proof of residence and affidavit)	10
Total	100

20 points			
Specific goals	100%	≥51%	<51%
Companies owned by at least 51% people who are black	10	5	0
Business within province of Kwa Zulu Natal (utility bill/ lease agreement/ proof of residence and affidavit)	10	5	0

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

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

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

**PRICING SCHEDULE**  
(To be completed by bidder)  
**SCHEDULE OF ITEMS TO BE PRICED**

**BID ZNB: DSAC 005A/2425 -CONTRACT PERIOD 36 MONTHS (3 YEARS)**

**PLEASE NOTE ALL RATES MUST COMPLY WITH PSIRA RATES AS STATED IN THE CONDITIONS AND SPECIFICATIONS. FAILURE TO COMPLY WITH PSIRA RATES WILL RENDER THE BID NON-COMPLIANT AND DISQUALIFIED.**

**2.1 Provision of Security Services in the Northern Cluster: Schedule 1**

NO.	DESCRIPTION/ SPECIFICATION	QUANTITY REQUIRED	Day Shift (06h00 to 18h00)  Salary Per Officer Incl. Allowances (Excl. VaT)	Night Shift (18h00 to 06h00)  Salary Per officer Incl. Allowances (Excl. VaT)	Monthly Salary (Number of Officers x salary Per Officer (including Allowances)	VAT @15%	Total Monthly Salary Including VAT	Total Annual Salary (Total Monthly Salary x12) Inclusive of VAT
1.	uMkhanyakude District Offices Erf 45 Koedoe St, Hluhluwe 3 x Day Shift (Grade C) 3 x Night Shift (Grade C)	6						
2.	King Cetshwayo District Offices Veld en Vlei, Richards Bay 3 x Day Shift (Grade C) 2 x Night Shift (Grade C)	5						
3	Mbazwana Library & Depot (Umhlabuyalingana) 2 x Day Shift (Grade C) 2 x Night Shift (Grade C)	4						
4	Qhudeneni Library & Museum (Nkandla Municipality) 2 x Day Shift (Grade C) 2 x Night Shift (Grade C)	4						
5	Nkungumathe Public Library (Nkandla Municipality) 2 x Day Shift (Grade C) 2 x Night Shift (Grade C)	4						

NO.	DESCRIPTION/ SPECIFICATION	QUANTITY REQUIRED	Day Shift (06h00 to 18h00)  Salary Per Officer Incl. Allowances (Excl. VaT)	Night Shift (18h00 to 06h00)  Salary Per officer Incl. Allowances (Excl. VaT)	Monthly Salary (Number of Officers x salary Per Officer (including Allowances)	VAT @15%	Total Monthly Salary Including VAT	Total Annual Salary (Total Monthly Salary x12) Inclusive of VAT
6	Ndumo Library (Jozini Municipality) 1 x Day Shift (Grade C) 2 x Night Shift (Grade C)	3						
7	Mbazwana Art Centre (Umhlabuyalingana) 1 x Day Shift (Grade C) 2 x Night Shift (Grade C)	3						
8	uThungulu Art Centre. (Richards Bay) 2 x Day Shift (Grade C) 2 x Night Shift (Grade C)	4						
9	Ulundi Archives, (Ulundi) 1 x Day Shift (Grade C) 2 x Night Shift (Grade C)	3						
10	Mpembeni Library, (Mtubatuba) 1 x Day Shift (Grade C) 1 x Night Shift (Grade C)	2						
	<b>YEAR 1</b>	<b>TOTAL</b>						<b>R.....</b>
	<b>YEAR 2</b>	<b>2026/27 PSIRA/Labor Dept. Compliant (year 1 + escalation) Inclusive of VAT</b>				<b>%.....</b>	<b>R.....</b>	
	<b>YEAR 3</b>	<b>2027/28 PSIRA/Labor Dept. compliant (year 2 + escalation) Inclusive of VAT</b>				<b>%.....</b>	<b>R.....</b>	
	<b>TOTAL (36 months)</b>	<b>= YEAR 1 + 2 + 3</b>						<b>R.....</b>
<b>Total Guards =</b>		<b>NB:</b> The afore-mentioned lists or quantities are not exhaustive, the Department may, during the contract term, request the appointed service provider to provide security services for other projects/ events/ sites at the rates stipulated in your bid offer.						

## 2.2 Provision of Security Services in the Eastern Cluster: Schedule 2

NO.	DESCRIPTION/ SPECIFICATION	QUANTITY REQUIRED	Day Shift (06h00 to 18h00)  Salary Per officer Inc. Allowances (Excl. VaT	Night Shift (18h00 to 06h00)  Salary Per officer Inc. Allowances (Excl. VaT)	Monthly Salary (Number of Officers x salary Per officer (including Allowances	VAT @15%	Total Monthly Salary Including VAT	Total Annual Salary (Total Monthly Salary x12) Inclusive of VAT
1	iLembe District Office, Stanger 3 x Day Shift (Grade C) 2 x Night Shift (Grade C)	5						
2	MEC's Truro House 17 Margaret Mncadi Avenue, Durban 2 x Day Shift (Grade C) 2 x Night Shift (Grade C)	4						
3	Pinetown Library Depot, (8 Bevis Road, Pinetown) 2 x Day shift (Grade C) 2 x Night Shift (Grade C)	4						
4	KZN Music House (Durban) 2 x Day Shift (Grade C) 2 x Night (Grade C)	4						
5	Durban Archives Stalwart Simelane Rd 2 x Day shift (Grade C) 2 x Night shift (Grade C)	4						
6	145 Prince Street, Durban 2 x Day shift (Grade C) 2 x Night shift (Grade C)	4						
	<b>YEAR 1</b>	<b>TOTAL</b>						<b>R.....</b>
	<b>YEAR 2</b>	<b>2026/27 PSIRA/Labor Dept. compliant (year 1 + escalation) Inclusive of VAT</b>				<b>%.....</b>	<b>R.....</b>	

NO.	DESCRIPTION/ SPECIFICATION	QUANTITY REQUIRED	Day Shift (06h00 to 18h00)  Salary Per officer Inc. Allowances (Excl. VaT)	Night Shift (18h00 to 06h00)  Salary Per officer Inc. Allowances (Excl. VaT)	Monthly Salary (Number of Officers x salary Per officer (including Allowances	VAT @15%	Total Monthly Salary Including VAT	Total Annual Salary (Total Monthly Salary x12) Inclusive of VAT
	YEAR 3	2027/28 PSIRA/Labor Dept. compliant (year 2 + escalation) Inclusive of VAT				%.....	R.....	
	TOTAL (36 months)	= YEAR 1 + 2 + 3						R.....
<b>Total Guards =</b>		<b>NB:</b> The afore-mentioned lists or quantities are not exhaustive, the Department may, during the contract term, request the appointed service provider to provide security services for other projects/ events/ sites at the rates stipulated in your bid offer.						

### 2.3 Provision of Security Services in the Southern Cluster: Schedule 3

NO.	DESCRIPTION/ SPECIFICATION	QUANTITY REQUIRED	Day Shift (06h00 to 18h00)  Salary Per officer Inc. Allowances (Excl. VaT)	Night Shift (18h00 to 06h00)  Salary Per officer Inc. Allowances (Excl. VaT)	Monthly Salary (Number of Officers x salary Per officer (including Allowances	VAT @15%	Total Monthly Salary Including VAT	Total Annual Salary (Total Monthly Salary x12) Inclusive of VAT
1	Supervisor/Key Controller (Grade B)	1						
2.	Harry Gwala District Offices 41 Marine Drive 3 x Day Shift (Grade C) 3 x Night Shift (Grade C)	6						
3.	uGu District Office 31 Dias Road, Lot 1866 Manaba 3 x Day Shift (Grade C)	5						

NO.	DESCRIPTION/ SPECIFICATION	QUANTITY REQUIRED	Day Shift (06h00 to 18h00)  Salary Per officer Inc. Allowances (Excl. VaT)	Night Shift (18h00 to 06h00)  Salary Per officer Inc. Allowances (Excl. VaT)	Monthly Salary (Number of Officers x salary Per officer (including Allowances	VAT @15%	Total Monthly Salary Including VAT	Total Annual Salary (Total Monthly Salary x12) Inclusive of VAT
	2 x Night Shift (Grade C)							
4.	PMB Head Office 135 Pietermaritz Street 3 x Day Shift (Grade C) 3 x Night Shift (Grade C)	6						
5.	Midlands Library, (College Road, Pietermaritzburg) 2 x Day Shift (Grade C) 2 x Night Shift (Grade C)	4						
6	Heritage House, (222 Jabu Ndlovu Street Pietermaritzburg) 4 x Day Shift (Grade C) 4 x Night Shift (Grade C)	8						
7	Head Office Building (171 Boshoff Street, Pietermaritzburg) 3 x Day Shift (Grade C) 3 x Night Shift (Grade C)	6						
8	KZN Provincial Library Services (230 Prince Alfred Street) 2 x Day Shift (Grade C) 2 x Night Shift (Grade C)	4						
9	Museum Services (230 Prince Alfred Street Pietermaritzburg) 4 x Day Shift (Grade C) 4 x Night Shift (Grade C)	8						

NO.	DESCRIPTION/ SPECIFICATION	QUANTITY REQUIRED	Day Shift (06h00 to 18h00)  Salary Per officer Inc. Allowances (Excl. VaT)	Night Shift (18h00 to 06h00)  Salary Per officer Inc. Allowances (Excl. VaT)	Monthly Salary (Number of Officers x salary Per officer (including Allowances	VAT @15%	Total Monthly Salary Including VAT	Total Annual Salary (Total Monthly Salary x12) Inclusive of VAT
11	Bulwer Art Centre, (Bulwer Main Road) 2 x Day Shift (Grade C) 2 x Night Shift (Grade C)	4						
12	Heather Hall (Northdale) 1 x Day Shift (Grade C) 1 x Night Shift (Grade C)	2						
13	Skinner Camp (Cedara Agricultural College Hilton/Howick) 1 x Day Shift (Grade C) 1 x Night Shift (Grade C)	2						
14	PMB Archives Repository (231 Pietermaritz Street, Pietermaritzburg) 2 x Day Shift (Grade C) 2 x Night Shift (Grade C)	4						
	<b>YEAR 1</b>	<b>TOTAL</b>						<b>R.....</b>
	<b>YEAR 2</b>	<b>2026/27 PSIRA/Labor Dept. compliant (year 1 + escalation) Inclusive of VAT</b>				<b>%.....</b>	<b>R.....</b>	
	<b>YEAR 3</b>	<b>2027/28 PSIRA/Labor Dept. compliant (year 2 + escalation) Inclusive of VAT</b>				<b>%.....</b>	<b>R.....</b>	
	<b>TOTAL (36 months)</b>	<b>= YEAR 1 + 2 + 3</b>						<b>R.....</b>
<b>Total Guards =</b>		<b>NB:</b> The afore-mentioned lists or quantities are not exhaustive, the Department may, during the contract term, request the appointed service provider to provide security services for other projects/ events/ sites at the rates stipulated in your bid offer.						

## 2.4 Provision of Security Services in the Western Cluster: Schedule 4

NO.	DESCRIPTION/ SPECIFICATION	QUANTITY REQUIRED	Day Shift (06h00 to 18h00)  Salary Per officer Inc. Allowances (Excl. VaT	Night Shift (18h00 to 06h00)  Salary Per officer Inc. Allowances (Excl. VaT)	Monthly Salary (Number of Officers x salary Per officer (including Allowances	VAT @15%	Total Monthly Salary Including VAT	Total Annual Salary (Total Monthly Salary x12) Inclusive of VAT
1.	Amajuba District Offices 37 A Voortrekker Street, Newcastle 3 x Day Shift (Grade C) 2 x Night Shift (Grade C)	5						
2.	uMzinyathi District Offices 85 Karel Landman Street, Dundee 3 x Day Shift (Grade C) 3 x Night Shift (Grade C)	6						
3.	uThukela District Offices 24 Lylell Street, Ladysmith 3 x Day Shift (Grade C) 2 x Night Shift (Grade C)	5						
4	NGR Building, (136 Murchison Street Ladysmith) 2 x Day Shift (Grade C) 2 x Night Shift (Grade C)	4						
5	Cathedral Peak (Bergville) 1 x Day Shift (Grade C) 1 x Night Shift (Grade C)	2						
6	Dundee Library Depot, (8 King Edward Street Dundee) 1 x Day Shift (Grade C) 2 x Night Shift (Grade C)	3						
7	Osizweni Art Centre (Newcastle) 1 x Day Shift (Grade C) 2 x Night Shift (Grade C)	3						



NO.	DESCRIPTION/ SPECIFICATION	QUANTITY REQUIRED	Day Shift (06h00 to 18h00)  Salary Per officer Inc. Allowances (Excl. VaT)	Night Shift (18h00 to 06h00)  Salary Per officer Inc. Allowances (Excl. VaT)	Monthly Salary (Number of Officers x salary Per officer (including Allowances	VAT @15%	Total Monthly Salary Including VAT	Total Annual Salary (Total Monthly Salary x12) Inclusive of VAT
	YEAR 1	TOTAL						R.....
	YEAR 2	2026/27 PSIRA/Labor Dept. compliant (year 1 + escalation) Inclusive of VAT				%.....		R.....
	YEAR 3	2027/28 PSIRA/Labor Dept. compliant (year 2 + escalation) Inclusive of VAT				%.....		R.....
	TOTAL (36 months)	= YEAR 1 + 2 + 3						R.....
Total Guards =		<b>NB:</b> The afore-mentioned lists or quantities are not exhaustive, the Department may, during the contract term, request the appointed service provider to provide security services for other projects/ events/ sites at the rates stipulated in your bid offer.						

### hSchedule C - Remuneration or cost Breakdown/ per security/ grade/area

Description (Monday- Sunday)	GRADE B (Area 1 & 2)			GRADE C (Area 1 & 2)			GRADE C (All other Areas)		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
A. Monthly wage cost									
<b>Total</b>									
B. Other									
UIF									
Uniform									
Training									
C. Any other Allowance ( <i>please state</i> )									
<b>TOTAL</b>									

*This page must be completed in all respect and failure to do so shall lead to disqualification*

TOTAL BID AMOUNT FOR ALL OFFICES IN WORDS:

FOR 36 MONTHS

.....  
NAME OF BIDDER

.....  
SIGNATURE                      DATE



Private Bag X 9140, PIETERMARITZBURG, 3200  
222 Jabu Ndlovu Street, Pietermaritzburg, 3200  
Tel: 033 264 3400

**ANNEXURE A: REFERENCE LETTER ONE**

**CONFIRMATION OF REFERENCES**

**NAME OF BIDDING COMPANY:**

**PREVIOUS CLIENT/EMPLOYER NAME:**

**TENDER/BID NUMBER OF PREVIOUS/  
CURRENT CONTRACT/PROJECT:**

**DESCRIPTION OF CONTRACT/ PROJECT  
COMPLETED:**

**VALUE OF WORK COMPLETED:**

**DURATION AND DATE COMPLETED:**


The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for ..... If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

Kindly, indicate their overall performance on the project.

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

**Full Name of Authorised Signatory** .....

Contact Number .....

Email address .....

Signature .....

Date .....

**CLIENT(EMPLOYER) STAMP HERE**

--

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



Private Bag X 9140, PIETERMARITZBURG, 3200  
222 Jabu Ndlovu Street, Pietermaritzburg, 3200  
Tel: 033 264 3400

**ANNEXURE A: REFERENCE LETTER TWO**

**CONFIRMATION OF REFERENCES**

**NAME OF BIDDING COMPANY:**

**PREVIOUS CLIENT/EMPLOYER NAME:**

**TENDER/BID NUMBER OF PREVIOUS/  
CURRENT CONTRACT/PROJECT:**

**DESCRIPTION OF CONTRACT/ PROJECT  
COMPLETED:**

**VALUE OF WORK COMPLETED:**

**DURATION AND DATE COMPLETED:**


The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for .....  
..... If your company  
had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to  
confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the  
required quality as per the description/specification and  
were delivered on time?

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

Kindly, indicate their overall performance on the  
project.

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

**Full Name of Authorised Signatory** .....

Contact Number .....

Email address .....

Signature .....

Date .....

**CLIENT(EMPLOYER) STAMP HERE**

--

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



Private Bag X 9140, PIETERMARITZBURG, 3200  
222 Jabu Ndlovu Street, Pietermaritzburg, 3200  
Tel: 033 264 3400

**ANNEXURE A: REFERENCE LETTER THREE**

**CONFIRMATION OF REFERENCES**

**NAME OF BIDDING COMPANY:**

**PREVIOUS CLIENT/EMPLOYER NAME:**

**TENDER/BID NUMBER OF PREVIOUS/**

**CURRENT CONTRACT/PROJECT:**

**DESCRIPTION OF CONTRACT/ PROJECT  
COMPLETED:**

**VALUE OF WORK COMPLETED:**

**DURATION AND DATE COMPLETED:**


The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for .....  
..... If your company  
had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to  
confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the  
required quality as per the description/specification and  
were delivered on time?

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

Kindly, indicate their overall performance on the  
project.

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

**Full Name of Authorised Signatory** .....

Contact Number .....

Email address .....

Signature .....

Date .....

**CLIENT(EMPLOYER) STAMP HERE**

--

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



Private Bag X 9140, PIETERMARITZBURG, 3200  
222 Jabu Ndlovu Street, Pietermaritzburg, 3200  
Tel: 033 264 3400

**ANNEXURE A: REFERENCE LETTER FOUR**

**CONFIRMATION OF REFERENCES**

**NAME OF BIDDING COMPANY:**

**PREVIOUS CLIENT/EMPLOYER NAME:**

**TENDER/BID NUMBER OF PREVIOUS/  
CURRENT CONTRACT/PROJECT:**

**DESCRIPTION OF CONTRACT/ PROJECT  
COMPLETED:**

**VALUE OF WORK COMPLETED:**

**DURATION AND DATE COMPLETED:**


The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for ..... If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

Kindly, indicate their overall performance on the project.

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

**Full Name of Authorised Signatory** .....

Contact Number .....

Email address .....

Signature .....

Date .....

**CLIENT(EMPLOYER) STAMP HERE**

--

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

listed as a reference



Private Bag X 9140, PIETERMARITZBURG, 3200  
222 Jabu Ndlovu Street, Pietermaritzburg, 3200  
Tel: 033 264 3400

**ANNEXURE A: REFERENCE LETTER FIVE**

**CONFIRMATION OF REFERENCES**

**NAME OF BIDDING COMPANY:**

**PREVIOUS CLIENT/EMPLOYER NAME:**

**TENDER/BID NUMBER OF PREVIOUS/  
CURRENT CONTRACT/PROJECT:**

**DESCRIPTION OF CONTRACT/ PROJECT  
COMPLETED:**

**VALUE OF WORK COMPLETED:**

**DURATION AND DATE COMPLETED:**


The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for ..... If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

Kindly, indicate their overall performance on the project.

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

**Full Name of Authorised Signatory** .....

Contact Number .....

Email address .....

Signature .....

Date .....

**CLIENT(EMPLOYER) STAMP HERE**

--

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

listed as a reference





Private Bag X 9140, PIETERMARITZBURG, 3200  
222 Jabu Ndlovu Street, Pietermaritzburg, 3200  
Tel: 033 264 3400

**ANNEXURE A: REFERENCE LETTER SIX**

**CONFIRMATION OF REFERENCES**

**NAME OF BIDDING COMPANY:**

**PREVIOUS CLIENT/EMPLOYER NAME:**

**TENDER/BID NUMBER OF PREVIOUS/  
CURRENT CONTRACT/PROJECT:**

**DESCRIPTION OF CONTRACT/ PROJECT  
COMPLETED:**

**VALUE OF WORK COMPLETED:**

**DURATION AND DATE COMPLETED:**


The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for .....  
..... If your company  
had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to  
confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the  
required quality as per the description/specification and  
were delivered on time?

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

Kindly, indicate their overall performance on the  
project.

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

**Full Name of Authorised Signatory** .....

Contact Number .....

Email address .....

Signature .....

Date .....

**CLIENT(EMPLOYER) STAMP HERE**

--

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

listed as a reference



Private Bag X 9140, PIETERMARITZBURG, 3200  
222 Jabu Ndlovu Street, Pietermaritzburg, 3200  
Tel: 033 264 3400

**ANNEXURE A: REFERENCE LETTER SEVEN**

**CONFIRMATION OF REFERENCES**

**NAME OF BIDDING COMPANY:**

**PREVIOUS CLIENT/EMPLOYER NAME:**

**TENDER/BID NUMBER OF PREVIOUS/  
CURRENT CONTRACT/PROJECT:**

**DESCRIPTION OF CONTRACT/ PROJECT  
COMPLETED:**

**VALUE OF WORK COMPLETED:**

**DURATION AND DATE COMPLETED:**


The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for .....  
..... If your company  
had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to  
confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the  
required quality as per the description/specification and  
were delivered on time?

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

Kindly, indicate their overall performance on the  
project.

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

**Full Name of Authorised Signatory** .....

Contact Number .....

Email address .....

Signature .....

Date .....

**CLIENT(EMPLOYER) STAMP HERE**

--

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



Private Bag X 9140, PIETERMARITZBURG, 3200  
222 Jabu Ndlovu Street, Pietermaritzburg, 3200  
Tel: 033 264 3400

**ANNEXURE A: REFERENCE LETTER EIGHT**

**CONFIRMATION OF REFERENCES**

**NAME OF BIDDING COMPANY:**

**PREVIOUS CLIENT/EMPLOYER NAME:**

**TENDER/BID NUMBER OF PREVIOUS/  
CURRENT CONTRACT/PROJECT:**

**DESCRIPTION OF CONTRACT/ PROJECT  
COMPLETED:**

**VALUE OF WORK COMPLETED:**

**DURATION AND DATE COMPLETED:**


The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for .....  
..... If your company  
had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to  
confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the  
required quality as per the description/specification and  
were delivered on time?

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

Kindly, indicate their overall performance on the  
project.

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

**Full Name of Authorised Signatory** .....

Contact Number .....

Email address .....

Signature .....

Date .....

**CLIENT(EMPLOYER) STAMP HERE**

--

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

listed as a reference



Private Bag X 9140, PIETERMARITZBURG, 3200  
222 Jabu Ndlovu Street, Pietermaritzburg, 3200  
Tel: 033 264 3400

**ANNEXURE A: REFERENCE LETTER NINE**

**CONFIRMATION OF REFERENCES**

**NAME OF BIDDING COMPANY:**

**PREVIOUS CLIENT/EMPLOYER NAME:**

**TENDER/BID NUMBER OF PREVIOUS/  
CURRENT CONTRACT/PROJECT:**

**DESCRIPTION OF CONTRACT/ PROJECT  
COMPLETED:**

**VALUE OF WORK COMPLETED:**

**DURATION AND DATE COMPLETED:**


The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for .....  
..... If your company  
had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to  
confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the  
required quality as per the description/specification and  
were delivered on time?

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

Kindly, indicate their overall performance on the  
project.

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

**Full Name of Authorised Signatory** .....

Contact Number .....

Email address .....

Signature .....

Date .....

**CLIENT(EMPLOYER) STAMP HERE**

--

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



Private Bag X 9140, PIETERMARITZBURG, 3200  
222 Jabu Ndlovu Street, Pietermaritzburg, 3200  
Tel: 033 264 3400

**ANNEXURE A: REFERENCE LETTER TEN**

**CONFIRMATION OF REFERENCES**

**NAME OF BIDDING COMPANY:**

**PREVIOUS CLIENT/EMPLOYER NAME:**

**TENDER/BID NUMBER OF PREVIOUS/  
CURRENT CONTRACT/PROJECT:**

**DESCRIPTION OF CONTRACT/ PROJECT  
COMPLETED:**

**VALUE OF WORK COMPLETED:**

**DURATION AND DATE COMPLETED:**


The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for .....  
..... If your company  
had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to  
confirm goods/services supplied by the above Bidding Company as per below questionnaire.

Were goods/services supplied according to the  
required quality as per the description/specification and  
were delivered on time?

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

Kindly, indicate their overall performance on the  
project.

Select applicable rating

- ☐ Excellent  
☐ Good  
☐ Satisfactory  
☐ Poor

**Full Name of Authorised Signatory** .....

Contact Number .....

Email address .....

Signature .....

Date .....

**CLIENT(EMPLOYER) STAMP HERE**

--

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

**ANNEXURE B: SCHEDULE OF PROJECTS/ PREVIOUS CONTRACTS**

Description or nature of project/ assignment	PROJECT PERIOD		PROJECT/ CONTRACT VALUE (R)	EXPERIENCE/ REFERENCES			
	Start date	End date		CLIENT ORGANIZATION/ DEPARTMENT	OFFICIAL PURCHASE ORDER No.	CONTACT PERSON	TELEPHONE DETAILS