



**KWAZULU-NATAL
LEGISLATURE**
AN ACTIVIST PEOPLE-CENTRED LEGISLATURE

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Pietermaritzburg, 3201
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Private Bag X9112, Pietermaritzburg, 3200

SUBJECT: APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THREE (3) YEARS

Date 28 March 2024

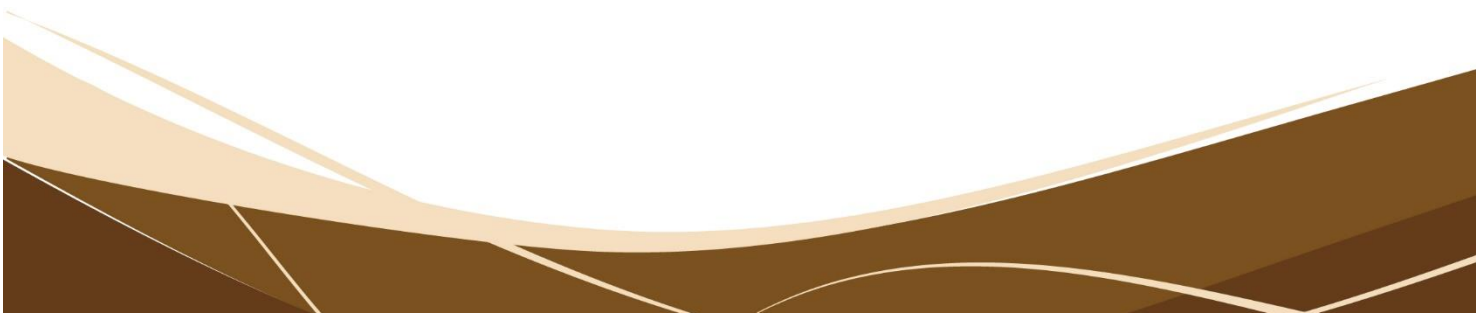
BID NUMBER: KZNL 2/2023

Company Registration No. _____

Type of Bidder (Tick One Box)	
One-person Business/Sole Trader	
Close Corporation	
(Pty) Ltd	
Private Company	
Partnership	
Consortium/Joint Venture	
Co-operative	

RETURN OF PROPOSAL

**Proposal must be deposited in the Bid Box situated at Ground Floor,
KZN Legislature, 244 Langalibalele Street
PIETERMARITZBURG 3201**



**KWA-ZULU-NATAL LEGISLATURE
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FOR OFFICIAL USE

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SECTION A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF
THE KWAZULU-NATAL LEGISLATURE

BID NUMBER: **KZNL 2/2023** CLOSING DATE: **02 May 2024** CLOSING TIME: **11:00**

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES FOR THREE (3) YEARS

CONTRACT PERIOD: THREE YEARS (36 MONTHS)

VALIDITY PERIOD: 120 WORKING DAYS

A tender briefing session will be held on 09 April 2024 at 14h00 via Microsoft Teams. Interested bidders are requested to forward their email addresses and the name of the company to tenders@kznleg.gov.za by 08 April 2024.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 13.1 or 13.2) depending on the nature of the supply/service

BID DOCUMENTS DELIVERED BY HAND OR COURIERED MUST BE DEPOSITED IN THE BID BOX SITUATED AT:
Ground Floor, KZN Legislature
244 Langalibalele Street
PIETERMARITZBURG
3201

THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIME:
MONDAY TO FRIDAY (EXCLUDING PUBLIC HOLIDAYS)
08:00 TO 16:00

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED

NAME OF BIDDER _____

POSTAL ADDRESS _____

STREET ADDRESS _____

TELEPHONE NUMBER CODE _____ NUMBER _____

CELLPHONE NUMBER _____

FACSIMILE NUMBER _____ CODE _____ NUMBER _____

E-MAIL ADDRESS _____

VAT REGISTRATION NUMBER _____

CENTRAL SUPPLIER DATABASE (CSD) NO. _____

HAS A VALID TAX CLEARANCE CERTIFICATE AND PIN BEEN SUBMITTED? (Section B) YES NO

(SPECIFIC GOALS VERIFICATION CERTIFICATES AND DOCUMENTS MUST BE SUBMITTED TO QUALIFY FOR PREFERENCE POINTS)

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES NO
[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE: R.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: Mr. N Ngcamu
Tel: 033 355 7548
E-mail address: ngcamun@kznleg.gov.za

ANY ENQUIRIES REGARDING THE TECHNICAL SPECIFICATION MAY BE DIRECTED TO:

Contact Person: Adv. K Masondo
Tel: 082 886 2593
E-mail address: masondok@kznleg.gov.za

SECTION B

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
3. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
5. Bids submitted must be complete in all respects. (All sections must be completed).
6. 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.
7. 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.
8. 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.
9. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
10. 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.
11. No bid submitted by telefax, telegraphic or other electronic means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialed.
14. Use of pencil and correcting fluid is prohibited.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. All consortia/joint ventures must submit individual company valid tax clearance certificates with pins. (Where required, individual company profiles must be included).
19. If a **compulsory briefing session/site inspection** is held, the bid document must be stamped and signed at the session. Failure to comply will render the bid disqualified at the time of closure of the bid.
20. The Legislature is not bound to accept any of the proposals submitted and reserves the right to cancel the bid at any time and to call for the best and final offers from shortlisted bidders before final selection.
21. The Legislature reserves the right to call for presentations/interviews with shortlisted bidders before final selection.
22. The Legislature reserves the right to appoint more than one service provider.
23. Prices will be deemed as firm for the first year and subject to statutory price increases. (**Note:** Any price escalation will be subjected to approval by the Legislature and will only be affected after the first completed year)
24. All bidders must attach all required annexures.
25. Bidding documents must be completed in accordance to the conditions and bidding rules contained therein.
26. The lowest or any proposal will not necessarily be accepted and the KZN Legislature reserves the right not to consider any proposal, not suitably endorsed or comprehensively completed, as well as the right to accept a proposal in whole or in part.
27. In the event the business is a going concern, it is the obligation of the company to submit proof of such a transaction
28. Registration on National Treasury's Central supplier Database (CSD) is compulsory. For more information on how to register go to www.csd.gov.za . Failure to submit a CSD supplier registration report will result in the disqualification of proposals.

SECTION C (SBD 2)

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the TCC 001 form. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. A valid Tax Clearance Certificate pin must be submitted together with the bid.
4. Designated employee(s) must verify the bidder's tax compliance status prior to the awarding of price quotations or competitive bids.
5. Where the recommended bidder is not tax compliant, the bidder must be notified in writing of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or eFiling.
6. Should the recommended bidder fail to provide written proof of their tax compliance status in terms of paragraph 4.2 above, accounting officers and accounting authorities must reject the bid submitted by the bidder.
7. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate and pin.
8. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
9. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

I HAVE READ, UNDERSTOOD AND COMPLY WITH THE SPECIAL INSTRUCTIONS ABOVE:

SURNAME AND INITIALS OF COMPANY REPRESENTATIVE

DATE

SIGNATURE

COMPANY OFFICIAL STAMP

**SECTION D
BIDDER'S DISCLOSURE**

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN

TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON

PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT

SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

SECTION E

SBB 6.1

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **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 in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system. Failure to indicate will result in not scoring points for specific goals)

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)	Supporting Documents
25% black owned	08 points		ID of the directors of the companies with CK Document of the company, BBBEE certificate.
5 % Women-owned	10 points		ID of the directors of the companies with CK Document of the company, BBBEE certificate.
Company parameters must be within, the KZN Province	2 points		Proof of residence (lease , CSD report, water bill of the company, letter from the councillor etc)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

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

[TICK APPLICABLE BOX]

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

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

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

OWNERS/SHAREHOLDERS/PARTNERS/SOLE PROPRIETORS/TRUSTEES / BENEFICIARIES.

(This information is required for statistical purposes only)

FULL NAME	ID NUMBER	CAPACITY : MEMBER/PARTNER/ PROPRIETOR/SHARE -HOLDER/TRUSTEE/ BENEFICIARY	% OWNERSHIP/ PARTNERSHIP/T RUST/ CO-OPERATIVE	MALE/ FEMALE	HANDI- CAPPED YES/NO	AFRICAN (A) / COLOURED (C) / INDIAN (I) WHITE (W)	YOUTH YES/N O	% OF TIME DEVOTED TO THE FIRM

SECTION F
CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Legislature (hereinafter called the "Legislature") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Legislature during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to SCM Regulations issued in terms of the Financial Management of Parliament Act, the KwaZulu-Natal Legislature's Supply Chain Management Policy, the Treasury Practice Notes, and the General Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Legislature may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Legislature any additional expenses incurred by the Legislature having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Legislature shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Legislature may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

6. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
 - a) Recover from the contractor all costs, losses or damages incurred or sustained by the Legislature as a result of the award of the contract, and/or
 - b) Cancel the contract and claim any damages which the Legislature may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

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

.....
FULL NAME (IN BLOCK LETTERS)

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS).....

.....

POSTAL ADDRESS

.....

.....**POSTAL CODE.....**

TELEPHONE NUMBER:

FAX NUMBER:

CELL PHONE NUMBER:

E-MAIL ADDRESS:

**SECTION G
AUTHORITY TO SIGN A BID**

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

SIGNATURE.....

DATE.....

C. PARTNERSHIP

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

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....
 hereby authorise to sign this bid as well as any contract resulting
 from the bid and any other documents and correspondence in connection with this bid and /or contract on
 behalf of (*company name*)

..... SIGNATURE SIGNATURE SIGNATURE
..... DATE DATE DATE

D. CLOSE CORPORATION

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

By resolution of members at a meeting on 20..... at

..... Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:
 (PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1 WITENSS:- 2

E. CO-OPERATIVE

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

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative).....

SIGNED ON BEHALF OF CO-PERATIVE:.....
(PRINT NAME)

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

WITNESSES: 1 WITENSS:- 2

F. CONSORTIUM

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

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

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

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Consortium)

SIGNED ON BEHALF OF CLOSE CORPORATION:

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1 WITNESS: - 2.....

G. JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:

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

SIGNATURE :..... DATE:

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

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

SIGNATURE :..... DATE:

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

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

SIGNATURE :..... DATE:

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

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

SIGNATURE :..... DATE:

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

SECTION H (SBD 8)

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home pg	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:.....		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:.....		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:.....		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:.....		

CERTIFICATION

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

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

Signature

Date

Position

Company Name

SECTION I (SBD 9)
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

10. 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

Signature

Date

.....

.....

Position

Name of Bidder

.....

.....

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION J

SPECIAL CONDITIONS OF THE CONTRACT

PART A - REQUIREMENTS FOR ALL KZN LEGISLATURE BIDS

1.ACCEPTANCE OF BID

- 1.1 The KwaZulu-Natal Legislature (KZN Legislature) is under no obligation to accept the lowest or any bid.
- 1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

2.RESERVATION OF RIGHTS

The KZN Legislature reserves the right to-

- a) invite bidders to make presentations regarding any aspect(s) of the bid before final selection;
- b) appoint more than one service provider;
- c) call for the best and final offers from shortlisted bidders before final selection;
- d) verify information and documentation of any bidder;
- e) carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid;
- f) enter into price negotiations with the preferred bidder;
- g) not to consider any proposal not suitably endorsed or comprehensively completed as well as the right to accept a proposal in whole or in part;
- h) cancel and/ or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and /or after the preferred bidder(s) have been notified of their status as such.

3.BID PRICING

All bid prices should remain firm for the contract duration. It is the responsibility of the Bidder to consider all costs and all possible escalations when compiling bid prices. Once the bid is awarded, no request for contract price escalation will be considered except for contract price escalations as a result of statutory increases (e.g., increases in VAT or the minimum wage applicable to the bidder or the services.)

4.VAT

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

5.CHANGE OF ADDRESS

Bidders must advise the KwaZulu-Natal Legislature should their address (domicilium citandi et executandi) details change from the date of bidding.

6. **COMMUNICATION**
All correspondence about this bid must be addressed to:
THE HEAD OF SUPPLY CHAIN MANAGEMENT
KZN LEGISLATURE
244 LANGALIBALELE STREET
PIETERMARITZBURG
3200

7.COMPLETION OF SPECIFICATION

Where specifications are designed in such a way that responses would be required from bidders by the completion of schedules or forms, these schedules or forms must be completed and submitted as part of the bid document.

8.COMPLETENESS OF BID

Bids will only be considered if completed correctly and accompanied by all relevant certificates and any other necessary applicable information.

9.OTHER CONDITIONS OF BID

- 9.1. The successful bidder must be in a position to assume duty on the date stipulated in the letter of award to the bidder.
- 9.2. No bid received by telegram, telex, facsimile or email will be considered.
- 9.3. The bidder's response to the bid shall be made strictly according to the bid specification. No alternative offers will be considered.
- 9.4. Bidders must provide the following particulars about themselves as part of the bid, on their company letterhead:
- (a) Details of their Headquarters
 - (b) Details of their Regional Office, if any
 - (c) Name, address and telephone number of their bankers together with their bank account number.
 - (d) The names, identity numbers and street addresses of all partners, in cases where the bidder is a partnership.
- 9.5. In cases where a bidder enters business for the very first time, the following particulars shall be provided:
- (a) By whom, or with whose assistance was the business plan drafted?
 - (b) By whom, or with whose assistance were the bid prices calculated?
 - (c) Whose advice is relied on?
 - (d) Who will provide financial support?

a. The successful Bidder must–

- a) comply with all specifications and standards outlined in the specifications;
- b) comply with all legislation, South African National Standards (SANS) and best industry practices applicable to the successful Bidder and the rendering of the services or the supply of the goods;
- c) use and adopt reasonable professional techniques and standards in providing
- d) the services;
- e) monitor project implementation against set targets, costs and time frames;
- f) provide the services with all due care, skill and diligence;
- g) ensure continuity of services to the KZN Legislature;
- h) ensure that key personnel, its employees or engagement partners observe confidentiality and do not use any information obtained pursuant to this contract for any reason other than for the proper discharge of the bidder's obligations under this contract. The bidder must have systems in place to monitor compliance in this regard;
- i) where appropriate, appoint a project manager, who must, in addition to managing the project, **serve as** a single point of contact between the KZN Legislature and the successful bidder;
- j) ensure that its employees involved in the execution of the contract are suitably qualified, properly skilled, experienced, trained, and competent to render the services. The KZN Legislature may interview any person appointed by the successful Bidder to execute the contract to test their understanding of the key deliverables in terms of the contract;

- k) ensure that it has all the resources necessary to fulfil its obligations in terms of the contract and will not be entitled to any resources from the KZN Legislature to assist it in fulfilling its obligations;
- l) upon notice by the KZN Legislature, revise or amend any report that the KZN Legislature is not satisfied with, within a time period specified by the KZN Legislature in that notice; and
- m) immediately upon receipt of a notice from the KZN Legislature, promptly re-execute any portion of the services or replace any goods that are found to be in non-conformity with the contract. The successful Bidder is liable to the KZN Legislature for any other cost, damages or losses incurred or suffered by the KZN Legislature as a result of such non-conformity.

10. PAYMENT CONDITIONS

- a) The Service Provider must submit an invoice for any payment to be made. Subject to paragraph 10.2, the Office will pay the Service Provider, within thirty days of the Service Provider submitting an invoice for payment.
- b) Payment is subject to the satisfactory discharge of all obligations of the Service Provider and delivery of the goods or services to the KZN Legislature in terms of the contract. The KZN Legislature will not make payment to the Service Provider in the event the Service Provider fails to satisfactorily perform any of its obligations in terms of the contract.
- c) Payments will be made by an electronic transfer, into the Service Provider's Bank Account as appearing on the verified CSD report and invoice of that Service Provider;
- d) No interest shall be payable in the event of a dispute nor accrue on any payments due during a period of dispute;
- e) The KZN Legislature may withhold, deduct or set off from any monies due and owing to the Service Provider either in terms of this contract or any other contract that the Service Provider may have with the KZN Legislature, an amount equal to the amount of any outstanding claims that the KZN Legislature may have against the Service Provider for damages, costs or any other indebtedness arising out of this contract: Provided that the KZN Legislature will provide the Service Provider with written notice of its intention to offset, supported by reasonable detail of the actual damages, costs or indebtedness incurred by the KZN Legislature. A certificate of indebtedness signed by the Chief Financial Officer of the KZN Legislature, reflecting the amount due and payable shall be sufficient and conclusive proof of the contents and correctness thereof for the purposes of with-holding, deduction or set off by the KZN Legislature or payment by the Service Provider or for provisional sentence, summary judgement or any other proceedings against the Service Provider in a court of law and shall be valid as a liquid document for such purposes.
- f) In the event that the KZN Legislature institutes legal action against the Service Provider for any matter in connection with the contract, the Service Provider will be liable to pay the KZN Legislature's legal fees on an Attorney and own client scale.

11. LIABILITY

The Service provider is responsible and liable for-

- a. the conduct, acts and omissions of its employees and the service provider's agents or representatives. The service provider indemnifies the KZN Legislature against any claims whatsoever arising from its conduct and or the conduct of its employees, representatives or agents; and
- b. injury to any person, loss or damage suffered by the KZN Legislature, which is occasioned by any unauthorized act, omission, negligence, breach of this contract or breach of any legislation or statutory duty by the service provider or the service provider's employees, agents or representatives. Under such circumstances, the service provider must, at its own expense, make good the loss or damage on demand and on the terms of the KZN Legislature.

12. WARRANTIES AND REPRESENTATIONS

The Service Provider warrants that-

- a) the Service Provider has the capacity and resources to render the services as specified;
- b) on delivery of the goods or services, the goods or the services will be suitable for the purpose stipulated in this contract;
- c) the goods or services will comply with these specifications. Any unilateral departure by the Service Provider from such specifications or standards is a breach of the contract;

- d) no fact or circumstances exist that may materially affect its capacity to perform its obligations under this contract;
- e) it is the owner of, or has a good title to all goods or services delivered in terms of this contract; and
- f) it shall at all times have, and comply with, all legal requirements and with the terms and conditions of all necessary licenses, certificates, authorisations and consents required under the laws of the Republic of South Africa.

13. TERMINATION OF CONTRACT

13.1. The KZN Legislature reserves the right to disregard a bid or cancel the contract with the service provider if the KZN Legislature has reason to believe that the Bidder or service provider-:

- a. has failed to comply with any legal or policy requirement in order to enter into a valid contract with the KZN Legislature;
- b. has acted in a fraudulent manner or in bad faith in obtaining this contract;
- c. after notification that the bid has been conditionally accepted, either fails, refuses, neglects or causes undue delays when called upon to sign the contract and service level agreement prepared by the KZN Legislature;
- d. has entered into any arrangement or agreement with any other natural or corporate person, whether legally binding or not, to bid at an agreed price.
- e. breaches any applicable South African National Standards (SANS), legislation or policy; or
- f. failed to fulfil its contractual obligations in terms of the contract.

13.2. The KZN Legislature may immediately terminate the contract without any notice to the service provider if any of the following circumstances occur or exist:

If the service provider –

- a. commits an act of professional misconduct or professional or technical incompetence, which is substantial and serious;
- b. commits or participates in any unlawful, dishonest or unethical act in the performance of its obligations under this contract; or
- c. repeatedly breaches the contract (two or more times) during the contract period.

14. UNSATISFACTORY PERFORMANCE

- 14.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 14.2. Subject to the KZN Legislature's right to terminate the contract with or without notice, the KZN Legislature shall warn the service provider by way of a written breach notice that action will be taken in accordance with the contract conditions unless the service provider complies with the contract conditions and delivers satisfactory supplies or services within the time specified in the notice. If the unsatisfactory performance persists, despite the said breach notice, the KZN Legislature will act in accordance with the breach and termination provisions applicable to the Bid, which may include termination of the contract or enforcement of the contract and a claim for damages that was suffered as a result of the non-performance of the Service Provider.

15. JOINT VENTURES

- 15.1. Should this bid be submitted by a joint venture; a certified copy of the joint venture agreement must accompany the bid document before the closing date and time of the bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 15.2. Failure to submit the joint venture Agreement and required supporting documents as per this bid's special instructions will result in preference points not being allocated to all companies participating in the joint venture.

16. EXECUTION CAPACITY

The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered

successfully. The bidder must therefore supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

17. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

The bidder must furnish the following details of all current contracts, if any:

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

18. TAX OBLIGATIONS

- 18.1. Bidders must be tax compliant when submitting bids to the KZN Legislature and must remain compliant with all applicable tax legislation for the entire contract term. It is a condition of this bid that the tax matters of the successful bidder(s) be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 18.2. The Bidder's Tax Clearance Certificate and Pin must be submitted with the bid before the closing date and time of the bid.
- 18.3. Each party to a Joint Venture/Consortium must submit a valid Tax Clearance Certificate and Pin together with the bid at the closing date and time of the bid.
- 18.4. It is an offence to deregister for VAT purposes after an award has been made by the Legislature, and in the event that the Legislature establishes that a supplier or service provider has deregistered after an award has been made, and continues to claim VAT, the Legislature may summarily cancel the contract and prohibit the offender from doing any further business with the Legislature in accordance with the KZN Legislature SCM Policy.

19. REGISTRATION WITH STATUTORY BODIES

Bidders must ensure that their employees are registered for both the Compensation Fund and Unemployment Insurance Fund (UIF), where applicable and must ensure that they abide by all relevant and applicable legislation/s and all applicable regulations pertaining to the required services.

20. EQUAL BIDS

- 20.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 20.2 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

21. LATE BIDS

- 21.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 21.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the bidder. No late bids are accepted.

22. NOTIFICATION OF ADJUDICATION OF BIDDER AND ADVERTISING OF RESULTS

- 22.1. Notification of the Adjudication of a bid shall be in writing by a duly authorized official of the KZN Legislature.
- 22.2. Bid results will be advertised on the same media platforms used for the advertisement of the tender invitation.

23. AWARD GRIEVANCES

Bidders aggrieved by the outcome of the bid award by the KZN Legislature may appeal to the Accounting Officer in the manner prescribed by the Supply Chain Management Policy of the KZN Legislature.

24. VALIDITY PERIOD AND EXTENSION THEREOF

The validity (binding) period for the bid will be 120 days from the close of the bid. However, circumstances may arise whereby the KZN Legislature may request bidders to extend the validity (binding) period. Should this occur, the KZN Legislature will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be made before the expiry of the original validity (binding) period.

25. SECURITY VETTING:

Security vetting will be carried out by the KZN Legislature on all personnel involved in the contract.

26. BID ACCEPTANCE AND CONTRACT

The preferred bid will be accepted subject to the condition that the preferred bidder signs a contract and service level agreement with the KZN Legislature within a specified time frame. This bid, together with its terms, conditions and specifications, the bid response (excluding any counter conditions of the bidder), and the GCC will form part of the contract between the KZN Legislature and the successful bidder.

27. CESSION AND ASSIGNMENT

The bidder shall not, after the bid has been awarded, assign nor cede the contract or agreement or any part thereof or any interest therein to any other party without the prior written consent of the Accounting Officer of the Legislature.

28. AMENDMENT OF CONTRACT

Any amendment to the contract between the parties must always be done in writing and shall be signed by both parties, subject to legal vetting by the Legal Services of the KZN Legislature of any amendment to the contract before it is signed.

29. EXTENSION OF CONTRACT

- 29.1. It is the normal policy that contracts are not extended. However, circumstances may arise whereby an extension of the contract may be considered and the KZN Legislature reserves the right to approach existing service provider(s) to extend the contract for such period agreed to, subject to clause 29.2.
- 29.2. A contract may only be extended for a period determined by the Accounting Officer from time to time, however, such period may not exceed the initial contract period.

30. IRREGULARITIES AND CONFLICTS OF INTEREST

Bidders are encouraged to advise the KZN Legislature timeously of any possible irregularities which might come to their notice in connection with this or other contracts. Bidders must not have or undertake duties or interests that create or might reasonably be anticipated to create an actual or perceived conflict with its duties and interests in executing the contract. Bidders must identify any potential conflicts and bring them to the attention of the KZN Legislature.

PART B- SPECIAL REQUIREMENTS OF THIS BID

1. CONTRACT PERIOD

The contract period: 36 Months

2. SECURITY GUARD RETAINMENT PERCENTAGE

The appointed bidder will be required to retain forty percent (40 %) of the current guards. **The resources to be retained must be amongst others Control Room and Private Residence (Speaker and Deputy Speaker Residence) guards.**

3. REFERENCES

A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects in which the bidder is currently engaged (Refer to Evaluation Criteria).

4. Firefighting and First Aid training of personnel (this requirement will be in detail under the SLA)

ANNEXURE A

**BID SPECIFICATION
OR
TERMS OF REFERENCE
SECURITY SERVICES FOR PERIOD OF THREE YEARS
KZNL 2/2023**

**SPECIFICATION FOR PROVISION OF SECURITY SERVICES FOR THE KZN
LEGISLATURE FOR A PERIOD OF THREE (3) YEARS**

1. INTRODUCTION AND BACKGROUND

The KwaZulu-Natal Legislature (Legislature) intends to appoint a service provider that will provide security services at the KZN Legislature based at 244 Langalibalele Street (the Albertina Sisulu Administration Building) Pietermaritzburg. Consequently, the Legislature requires the services of a competent and qualified service provider to render Security services as specified in this bid document.

2.OBJECTIVES

The objective of the specification is to appoint a suitable Service Provider that can render the service of Security in all offices of the Legislature for a period of three years.

3.TERMS AND CONDITIONS OF THE BIDDER

3.1 The Service provider must use his/her own equipment, i.e. radios, earpieces, cell phones, batons, torches, etc. The service provider is responsible for operating and maintenance costs relating to such equipment.

3.2 Service provider will under no circumstances be permitted to exercise child labor to perform any duties in respect of this contract.

3.3 The Service provider shall render a security service of an acceptable norm and standard in accordance with this specification. All possible steps must be taken by the Service provider to ensure that the correct, intended execution of this contract takes place.

These steps shall include the following:

- Ensuring the safety and protection of the property of the KZN Legislature, in the provision of the service.
- Ensure the safety and protection of the staff of the KZN Legislature and the public against injuries, death or other occurrences in the provision of the service.

3.4 The staff of the Service provider must always meet the following conditions;

- Must present an acceptable image/appearance;
- Must always present a dedicated attitude/approach to their duties, which attitude/approach shall imply, inter-alia, that there shall be no discourteous behavior towards the staff of the KZN Legislature and the public;
- Must be physically and mentally healthy and fit for the execution of their duties;
- Must sign an undertaking in which they declare that they will refrain from any

action which might be to the detriment of the office where the service is rendered.

- Are prohibited from reading official documents.
- No information concerning the institution's activities may be furnished to the public or news media by the service provider or his/her employees.

3.5 The Service provider undertakes to ensure that each member of his/her staff at the office shall always, when on duty, be fully equipped in respect of:

- A neat and clearly identifiable corporate uniform.
- A clear identification card from the Service provider, with the identification number on it, is worn conspicuously on his/her person always whilst on the office premises.
- Maintain, at his/her Headquarters/Regional Office in Pietermaritzburg, proper staff files of all staff in his/her service employed on this contract. Such files must be available for inspection by an authorised KZN Legislature Security Services representative should these be called for.
- The Service provider shall only employ qualified security staff of good character on this contract.
- The Service provider staff shall not buy or sell any items from/to employees or public hawkers on the premises.
- Staff employed by the Service provider must under no circumstances discuss their own salary and working conditions with staff of the KZN Legislature with the view to create aggravation and in so doing disrupt the service for which the Service provider was employed.
- If, in the opinion of the KZN Legislature, any person employed by the Service provider misconducts himself/herself in any way or is likely to cause or has caused quarrelling, or delays, or is incompetent, the Service provider, when so directed in writing by the KZN Legislature, shall at once remove such person/s from the office premises and shall not allow him/her to return without the written permission of the KZN Legislature. Such member/s shall be replaced immediately by a suitable person/s.
- Representatives of the KZN Legislature may at any time inspect the Service providers work and/or performance. Should the KZN Legislature consider the standard objectionable, the Service provider will be notified accordingly in writing and the Service provider shall cause the objectionable situation to be rectified to the standard required by the Contract Specifications within five working days of such notification, at his/her own cost.
- In the event of the Service provider disregarding such notification for a period of five (5) working days, the KZN Legislature shall be at liberty to forthwith

employ other security guards to perform the security services or cause the security services to be performed, and to charge any expense thereby incurred to the Service provider, and to deduct it from any sum due or to become due to the Service provider.

- Should the Service provider fail to meet any conditions of this contract or continue rendering unsatisfactory service, the KZN Legislature reserves the right to terminate the contract, after written notification has been served on the Service provider, with retention of the right to recover from the Service provider any losses which the KZN Legislature may have suffered/incurred as a result of the failure, without prejudicing any other rights it may have.
- The KZN Legislature may also impose such penalties as provided in the SCM General Conditions of Contract.
- As compensation for the services to be rendered by the Service provider.
- The KZN Legislature hereby agrees to and undertakes to pay the Service provider the amount as expounded in the contract.
- No interim claim(s) for increased compensation shall be accepted. The bid price as originally determined, or possibly adjusted in terms of the applicable provisions of the contract, in line with the sectorial determination shall be applicable for the full duration of the contract period.
- In the execution of the services all reasonable steps must be taken to ensure minimal disruption of the work of the staff of the KZN Legislature.
- Access to the building is subject to the Control of Access to the Public Premises and Vehicle Act, 1985 (No 53 of 1985) as amended from time to time, and the Service provider is expected to make himself/ herself familiar with the contents of the said Act.
- Whilst on the premises, the Service providers staff are to be limited to the areas where they are required to perform their duties and will under no circumstances be permitted to enter areas where they have no access.
- The KZN Legislature reserves the right to withdraw/add any part/s of the buildings occupied by the KZN Legislature or any sites, which must be serviced, with written notification to the Service provider. By agreement of both parties, the contract sum will be adjusted pro rata from the date of withdrawal/addition.
- Should the buildings or sites of the KZN Legislature in respect of which the service is rendered, be damaged or destroyed by an act of God (*vis maior*). fire or other cause beyond the control of the parties to this agreement, the KZN Legislature shall have the discretion to determine which part/s of the building/s

could or should no longer be utilised, and such unusable part /s of the building/s will be withdrawn from the contract as per the above section.

- In respect of the part/s of the building/s which shall remain in use, the stipulations of this contract remain valid, but the contract amount shall be adjusted pro rata as per the above section.
- Should such damaged building or part /s of the building/s be repaired and re-occupied, the KZN Legislature may request the Service provider, by means of one month's written notification, to resume the service, in which case the stipulations of this contract will apply to such part, and the contract amount shall be adjusted pro rata as per the above section.
- The prospective Service provider must state whether he/she has other current security contracts and their location, so that the standard of his/her work may be inspected. If unable, he/she should state his/her qualifications/experience for undertaking this contract as well as supplying suitable references. This will be taken into consideration during the quote evaluation process by the KZN Legislature.
- The Service provider must arrange for adequate supervision of his / her employees by appointing a permanent daily supervisor to ensure that all services are rendered efficiently, effectively and to the satisfaction of the KZN Legislature.
- The Service provider must identify a senior representative from the company, with whom negotiations can be concluded, discussions held, and inspections given. Such instructions may be recorded in a site instruction book. Arrangements made with such a representative /s shall be binding on the Service provider. The Security Manager or his representative shall represent the KZN Legislature. Once a month the senior representative from the company shall have formal discussions with the Security Manager or his representative. Minutes shall be kept of these discussions by both parties.
- Any building faults impacting on security detected by the Service provider must be reported to KZN Legislature Security Services.
- The Occupational Health and Safety Act of 1993 must be complied with.
- The Labour relation Act of 1995 and other relevant Legislative mandates must be complied with. The Legislature will not tolerate any Service providers exploiting their own staff.
- The bidders are to attach their company profile and HR policy to the bid

4.PERSONNEL COMPETENCIES

The appointed Service Provider will be required to render the Security Service by employing qualified Security Officers that possess competencies and skills as described below:

TECHNICAL SKILLS	BEHAVIOUR SKILLS	MANAGEMENT SKILLS	PERSONAL ATTRIBUTES
<ol style="list-style-type: none"> 1. Trained and Accredited (according to the Grade as specified in the PSIRA Act) 2. Safety and Security Procedures (ISO Standards) 3. OHS Act Knowledge as amended 4. Access Control Systems (Act 53 of 1985, Act on Access Control to Public Premises and Vehicles) 5. Guarding and Patrolling (ISO Standards) 6. Alarm monitoring (where applicable) 7. CCTV camera monitoring (where applicable) 8. Investigation skills 9. Report writing 10. Firearm training where necessary 11. Search procedures (as specified in the relevant Act) 12. Gathering of relevant information and establish facts 	<ol style="list-style-type: none"> 1. Leadership ability 2. Sense of urgency 3. Alert and observant 4. Problem solving 5. Sense of responsibility 6. Initiative 7. Neat and tidy manner 8. Communication skills (written and verbal) 9. Customer Focus 10. Trustworthiness, honesty and dedication 11. Attention to detail 12. Integrity 13. Self-motivated 14. Open minded 15. Confident 16. Assertive 17. Empathic 18. Organized 19. Flexible 	<ol style="list-style-type: none"> 1. Understands and applies general management principles 2. Identifies competencies required to support organizational development 3. Ensure the provision of adequate training and support as required 4. Accurately appraises the strength and weakness of employees 5. Provides constructive feedback 6. Provides mentoring and/or coaching to support organizational development 7. Encourages learning and development 8. Utilizes effective communication and interpersonal skills to build effective and well-functioning teams 9. Sets reasonable objectives and performance criteria 10. Able to identify and evaluate team dynamics and respond to interpersonal tensions 11. Delegates appropriately 	<ol style="list-style-type: none"> 1. Honesty (integrity) 2. Reliable/diligent 3. Open-minded 4. Assertive 5. Empathic 6. Flexible 7. Self-motivated 8. Organized 9. Confident

TECHNICAL SKILLS	BEHAVIOUR SKILLS	MANAGEMENT SKILLS	PERSONAL ATTRIBUTES
		12. Interacts sensitively, effectively and appropriately with persons of diverse cultural backgrounds 13. Utilize effective techniques to build a knowledge-based community/ organization.	

5.SUPERVISORS AND SECURITY OFFICERS

- Supervisors and Security Officers must have undergone and passed formal security training.
- They must present an acceptable image/appearance, which implies, inter alia, that they may not sit, lounge about, smoke, eat, or drink while attending to people.
- They 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 behaviour towards them.
- They must be physically healthy and fit for the execution of their duties.
- They must be registered as Security Officers, as prescribed by the Private Security Industry Regulation Act, as amended and remain registered for the duration of this contract.
- They must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the institution.
- No information concerning State activities may be furnished to the public or news media by the Service Provider or his/her employees. If the State establishes that any information has been furnished to the public or news media by any employee(s) of the Service Provider, the service may be terminated.
- The State reserves the right to ascertain from the Private Security Industry Regulatory Authority (PSIRA) whether the security personnel in service of the company, are registered with PSIRA.

6.LIABILITY OF THE SERVICE PROVIDER

The Service provider will be held liable for any damage or loss suffered by the KZN Legislature, because of negligence on the part of the employees of the service provider.

7. INDEMNITY OF THE KZN LEGISLATURE

The Service provider hereby indemnifies the KZN Legislature against any liability or compensation and legal expenses in respect of the following cases:

- Loss of life or injury which might be sustained by employees of the service provider during the execution of their duties at the buildings/sites.
- Damage to or destruction of any equipment or property of the Service provider, during the execution of duties as described in this contract.
- Any claims and legal costs which might ensue from any failure of, or acts committed by, employees of the Service provider against a third person.
- The KZN Legislature undertakes to notify the Service provider in writing of the particulars of each claim that the Service provider is liable for.

8. INSURANCE CONTRACT BY THE CONTRACTOR

The Service provider shall, at his/her own expense, take out insurance against any claims, costs, loss and/or damage ensuing from his /her obligations and shall ensure that such insurance remains operative for the duration of this contract. A copy of such insurance contract shall be handed to the KZN Legislature on the commencement of this contract. The Service provider shall furnish the KZN Legislature with proof of a valid insurance.

9. REGISTRATION WITH THE WORKMEN'S COMPENSATION COMMISSIONER

The Service Provider shall include proof of registration with the Workmen's Compensation Commissioner in the bid offer.

10. REGISTRATION WITH PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY (PSIRA)

The Service provider shall include proof of registration with the PSIRA for both him/herself and his/her security personnel in the quote offer.

11. ENTRY TO THE BUILDING

The KZN Legislature Security Services undertakes to provide entry to the building and to provide the Service provider with access cards and keys that the Service provider may require to obtain entry to those parts of the building where the services are to be rendered according to the contract. The Service provider shall be responsible for the safekeeping of all keys/cards handed to him/her and he/she must acknowledge receipt thereof in writing.

Such keys/cards must be returned to the KZN Legislature Security Services upon termination of the contract. In the event of any keys being lost by the Service provider, the locks for which such keys were used must be replaced and new keys provided by the Service provider at his/her own cost.

12.BID PRICE

It is required that the service provider clearly details the monthly price (inclusive of VAT) by submitting an analysis of the cost structure of the bid price in South African monetary value. Bidders are reminded that all aspects must be taken into consideration when costing this quote and changes will not be made afterwards to accommodate any shortfalls

13.SUBMISSION OF BIDS

The following documents shall be included in the quote:

- Company profile and brief **HR** policy;
- Schedule of proposed rates per category of guard being employed;
- Proof of registration of the company and *active employees* with the security services association, Private Security Industry Regulatory Authority in terms of the relevant Security Act (**PSIRA**);
- Written references/recommendations which shall be verified by the KZN Legislature;
- *Certified ID Copies of all Directors within the Company to be used for screening purposes;*
- Safety Plan; and
- Safety file compliance with all certifications/medicals on appointment.

14.REMUNERATION

The KZN Legislature shall remunerate the Service Provider in respect of its services in accordance with the appropriate conditions as set forth. The Service Provider shall submit to the Legislature a tax invoice for each month, and the KZN Legislature shall pay to the Service Provider the amount of invoice within 30 (thirty days) of receipt of an agreed invoice. All supporting documents must be attached to all invoices submitted. If the KZN Legislature is not satisfied with the performance of the Service Provider, the KZN Legislature shall give written notice to this effect to the Service Provider providing enough detail and a reasonable time frame to enable the Service Provider to rectify such performance. The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.

15.ELIGIBILITY CRITERIA

In terms of the Kwazulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services to the Province of KwaZulu-Natal are required to register on the Provincial Suppliers Database.

NOTE - Only bidders who satisfy all the following eligibility criteria will be further evaluated for price and specific goals. A bidder who failed one of the requirements will be disqualified from the process.

Eligibility criteria	Method of verification
The bidding company must be registered with PSIRA	Proof of registration with PSIRA provided certificate
Company profile and at least three references relating to previous contracts	Reference letters on client letterhead by the client for a contract period not less than 6 months from the day of the closing of the bid. <i>The letter must indicate the below information:</i> <ul style="list-style-type: none"> • <i>Duties performed i.e guarding services</i> • <i>Staff allocation to the project</i> • <i>Contract period and amount</i>
Registration with Compensation Commissioner (COIDA)	Proof of valid registration with Compensation Commissioner provided
Unemployment Insurance Fund (UIF)	Six (6) months proof of payments of UIF or EMP 201 proof of payment, or U-filing to verify compliance
Providence fund letter/certificate and Medical Insurance	Bidder must provide a valid Private Security Sector Provident Fund (PSSPF) or Letter of good standing or submit a valid proof of exemption from/issued by PSSF
Skills development policy	Approved and signed skilled development policy And Proof of payment to the levy
Proof of the certification <ul style="list-style-type: none"> • Proof of firearm training and certification of security officers at 	Certified copies of training certificates for officers

least two (2) officers If the bidder submits less than two trained officers, the bid will be disqualified	
Valid insurance (Third Party)/Public Liability Insurance	Proof of insurance at least R10 million and above
Valid radio license/s	Certified copy of radio licence/s

Client reference list must be supplied in a format as tabulated below:

	Client Name	Project description	Date of appointment	Duration of contract	Contact person & contact details
1.					
2.					
3.					

Price and Specific Goal Evaluation

Thereafter the qualifying bids will be evaluated in terms of the 80/20 preferential point system and specific goals as indicated on page 13 concerning the allocation of price and preference points. To qualify for specific goal points, the bidder must ensure that the supporting documents are attached.

COSTING AND NUMBER OF GUARD REQUIRED

ALEBRTINA SISULU ADMIN BUILDING

AREA/SITE	GRADE	SHIFT
1 MAIN ENTR/RECEPTION	3X GRADE C	DAY SHIFT
2 PARKING GUARD HOUSE	2X GRADE C	DAY SHIFT
3 LOOPSTREET ENTRANCE	1X GRADE C	DAY SHIFT
4 FIRST FLOOR ENTRANCE	2X GRADE C	DAY SHIFT
5 SECURITY ROOM CONTROLLER	1X GRADE A	DAY SHIFT
6 SECURITY SHIFT SUPERVISOR	1X GRADE A	DAY SHIFT
7 GROUND FLR X RAY MACHINE	2X GRADE C	DAY SHIFT
8 MAIN ENTRANCE/ EXIT	1X GRADEC	DAY SHIFT
9 CONTROL ROOM CCTV OPERATOR	1X GRADE A	DAY SHIFT
10 CONTROL ROOM ADMINISTRATOR	2X GRADE A	DAY SHIFT
11 BUILDING PATROL	2X GRADE C	DAY SHIFT
AREA/SITE	GRADE	SHIFT
1 MAIN ENTR/RECEPTION	1X GRADE C	NIGHT SHIFT MON-SUN & WEEKEND DAY SHIFT

2	PARKING GUARD HOUSE	1X GRADE C	NIGHT SHIFT MON-SUN & WEEKEND DAY SHIFT
3	LOOPSTREET ENTRANCE	1X GRADE C	NIGHT SHIFT MON-SUN & WEEKEND DAY SHIFT
4	CONTROL ROOM SUPERVISOR	1X GRADE A	NIGHT SHIFT MON-SUN & WEEKEND DAY SHIFT
6	BUILDING PATROL	1X GRADE C	NIGHT SHIFT MON-SUN & WEEKEND DAY SHIFT
7	CONTROL ROOM CCTV MONITORING	1X GRADE A	NIGHT SHIFT MON-SUN & WEEKEND DAY SHIFT
8	PORTABLE RADIO	18	
9	CELLULAR PHONE (FOR DAILY OPERATIONS/PHOTO REPORTING)	1	
10	ARMED RESPONSE	1	

SPEAKER'S RESIDENCE

AREA/SITE	GRADE	SHIFT
1 Shelly Beach	2X GRADE A ARMED URBAN	DAY SHIFT MON-SUN
2 Shelly Beach	2X GRADE A ARMED URBAN	NIGHT SHIFT MON-SUN
3 CELLULAR PHONE	X1	
4 FIREARMS	X2	
5 ALARM MONITORING & ARMED RESPONSE	X1	
6 PORTABLE RADIO	X2	

DEPUTY SPEAKER'S RESIDENCE

AREA/SITE	GRADE	SHIFT
1 Kwa-Dabeka	2X GRADE A ARMED URBAN	DAY SHIFT MON-SUN

2	Kwa-Dabeka	2X GRADE A ARMED URBAN	NIGHT SHIFT MON-SUN
3	CELLULAR PHONE	X1	
4	FIREARM	X2	
5	ALARM MONITORING & ARMED RESPONSE	X1	

16.SERVICES TO BE RENDERED

The following services will be rendered:

- Protection of the KZN Legislature Albertina Sisulu building, Speakers' & Deputy Speakers' Residence or any other site.
- Crime prevention.
- Patrolling of premises and of the schedule of posting to be done by the Senior Manager: Security & Facilities or his/her representative.
- Checking that all interior and exterior doors are locked after hours.
- Reporting of any damage to property.
- Reporting of all internal and external lights not illuminated.
- Reporting of any adverse or unusual activities to the KZN Legislature Security services.
- Report all after Hour's access request to the Security Manager or his representative.
- Apply different searching methods to vehicles entering and exiting the premises of the KZN Legislature to ensure that no assets are removed from the premises without the necessary official consent.
- Record all vehicles parked overnight.
- **Provide Ad Hoc services when requested by the Security Manager or his/her representative at any KZN Legislature Site.**

Monitoring of the control room:

- Monitor the access control system and grant/deny access as per the Security Managers request.
- Monitor the CCTV systems.
- Create and issue access cards as per Security Manager's Instruction.
- Operate x-ray machines and walk through metal detectors.
- Maintain daily records, occurrence books and registers to control and track the movement of people, vehicles and movable property in and out of the premises.

- Train security officers on Emergency evacuation procedures and monitor monthly exercises. Security officers to be part of the KZN Legislature Emergency

Response Team.

- All security officers to be trained in First Aid & Fire Fighting.
- Ensure emergency equipment is checked weekly.
- Attend to all related OHS requirements.
- Attend to any additional security related duties as requested from the Security Manager or his/her representative.

THE SERVICE PROVIDER OR SHIFT SUPERVISOR MUST ENSURE THAT THERE IS NO USAGE OF CELLPHONES DURING THE STIPULATED HOURS OF SHIFT BY SECURITY GUARDS ON DUTY

SURNAME AND INITIALS OF COMPANY REPRESENTATIVE

DATE

SIGNATURE

<p>COMPANY OFFICIAL STAMP</p>

NB:

- The appointed service providers may be requested to provide quotations for additional securities for institution events. The price must be quoted according to approved PSIRA rates.
- The physical address of the personnel (area ad grade) may change during the contract period.
- *Bidder must include a safety file costing on their proposal. Bidders are not obligated to submit a safety file with proposals on the closing date. A recommended bidder will be required to submit a safety file prior to being awarded, failure to submit or to meet all the safety file requirement will results to disqualification.*

PRICING SCHEDULE

Wages to be paid per guard in Year 1		Price Per Guard (R)/hr	Monthly Wage (R)
Grade C	Day Shift (Mon - Friday)		
Grade C	Night Shift & Weekend		
	Overheads		
Total			

YEAR 1

Albertina Sisulu Building.

Wages to be paid per guard year 1		Grade c	Price Per Guard (R)/Hr	Monthly Wage
Grade C	Day Shift (Mon – Friday)	14		
Grade C	Night Shift (Mon - Sunday)	4		
Grade A	Day Shift (Mon to Friday)	5		
Grade A	Night Shift (Mon – Sunday) and	2		

	Weekend Day Shift			
Overheads				
Total				

Kwa Dabeka

Wages to be paid per guard year 1		Grade A	Price Per Guard (R)/Hr	Monthly Wage
Grade A	Day Shift (Mon – Sunday)	2		
	Night Shift (Mon - Sunday)	2		
Overheads				
Total				

Shelly Beach

Wages to be paid per guard year 1		Grade A	Price Per Guard (R)/Hr	Monthly Wage
Grade A	Day Shift (Mon – Sunday)	2		
Grade A	Night Shift (Mon - Sunday)	2		
Overheads				
TOTAL				

Year 2

Albertina Sisulu Building.

Wages to be paid per guard year 2		Grade c	Price Per Guard ®/Hr	Monthly Wage
Grade C	Day Shift (Mon – Friday)	14		
Grade C	Night Shift (Mon – Sunday)	4		
Grade A	Day Shift (Mon to Friday)	5		
Grade A	Night Shift (Mon – Sunday) and Weekend Day Shift	2		
Overheads				
Total				

Kwa Dabeka

Wages to be paid per guard year 2		Grade A	Price Per Guard (R)/Hr	Monthly Wage ®
Grade A	Day Shift (Mon – Sunday)	2		
	Night Shift (Mon - Sunday)	2		
Overheads				
Total				

Shelly Beach

Wages to be paid per guard year 2		Grade A	Price Per Guard (R)/Hr	Monthly Wage (R)
Grade A	Day Shift (Mon – Sunday)	2		
Grade A	Night Shift (Mon – Sunday)	2		
Overheads				
TOTAL				

Year 3

Albertina Sisulu Building

Wages to be paid per guard year 3		Grade c	Price Per Guard (R)/Hr	Monthly Wage
Grade C	Day Shift (Mon – Friday)	14		
Grade C	Night Shift (Mon - Sunday)	4		
Grade A	Day Shift (Mon to Friday)	5		
Grade A	Night Shift (Mon – Sunday) and Weekend Day Shift	2		
Overheads				
Total				

Kwa Dabeka

Wages to be paid per guard year 3		Grade A	Price Per Guard (R)/Hr	Monthly Wage
Grade A	Day Shift (Mon – Sunday)	2		
	Night Shift (Mon - Sunday)	2		
Overheads				
Total				

Shelly Beach

Wages to be paid per guard year 3		Grade A	Price Per Guard (R)/Hr	Monthly Wage
Grade A	Day Shift (Mon – Sunday)	2		
Grade A	Night Shift (Mon - Sunday)	2		
Overheads				
TOTAL				

- NB: Bidders to provide a detailed pricing breakdown per site. price schedule to clearly reflect the wage rate used, operational costs and overheads, profit, vat, and total cost per guard. then show the cost to the legislature per month. this is then to be multiplied by the number of guards required and the duration of the contract so as to arrive at the total bid price.
- Share of overheads include inter alia, liability and other insurance, payroll and admin, control centre, transport costs (vehicles, maintenance, and fuel), fixed infrastructure, rates & taxes, registers, security aids, occupational health, and safety compliance, management and supervision and statutory fees payable.

- As part of contract management, the legislature may randomly request the payslips for employees deployed on-site to confirm if the salaries are paid according to PSIRA-approved rates. Before the appointment, the KZN Legislature may request the dummy pay slip to verify the employees will be remunerated according to the approved PSIRA rates.
- The recommended service provider will be required to submit the safety file within a month of recommendation failure too it will result in disqualifications.
- All officers to be deployed on-site must be trained on all relevant training, no employee will be accepted on-site without evidence of being trained and it is the responsibility of the service provider to train the employees before contract commence and during the contract period.
- The price adjustments/increases are will be inline with PSIRA approved rates on yearly basis and overheads be inline with the CPI (Consumer Price Index).

Consolidated bid price

Description	Price	VAT	Total Price
Total bid price for Year 1	R	R	R
Total bid price for Year 2	R	R	R
Total bid price for Year 3	R	R	R
Grand Total inclusive of VAT (3 years)	R	R	R

PRICING SCHEDULE

Wages to be paid per guard in Year 1		Price Per Guard (R)/hr	Monthly Wage (R)
Grade C	Day Shift (Mon - Friday)		
Grade C	Day Shift (Mon - Friday)		
Grade C	Night Shift & Weekend		
Grade C	Night Shift & Weekend		

NB: Bidders to provide a detailed pricing breakdown per site. price schedule to clearly reflect the wage rate used, operational costs and overheads, profit, vat and total cost per guard. then show the cost to the legislature per month. this is then to be multiplied by the number of guards required and the duration of the contract so as to arrive at the total bid price.

I/we confirm that I/we have satisfied myself /ourselves as to the correctness and validity of my /our bid that the price(s) and rate(s) quoted above all cover all the work item(s) specified on the bid document and that the price(s) and rate(s) cover all my/our obligations under a resulting month to month basis for a period not longer than two (2) years from date of award and we accept that any mistake regarding price(s) and calculations will be at my/our own risk.

COMPANY NAME

GENERAL CONDITIONS OF CONTRACT3

THE NATIONAL TREASURY
Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**
July 2010

NOTES

The purpose of this document is to:

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

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

1. The General Conditions of Contract will form part of all bid documents and may not be amended.
2. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

3 A copy of the complete document set containing the General Conditions of Contract is available on www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/

**GENERAL CONDITIONS OF CONTRACT
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