



**agriculture
& rural development**

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

R/S/1920/ 1903

DISTRICT / OFFICE: HARRY GWALA

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

**PROVISION OF SECURITY SERVICES IN THE DISTRICT OFFICES AND INSTITUTIONS OF
THE DEPARTMENT FOR A PERIOD OF FIVE MONTHS**

NAME OF BIDDER: _____

Return of Quote:

Pre-Qualification Criteria

Only B-BBEE Level 1; EME or QSE bidders may respond to this quote

Quotations must be deposited in the bid box situated at **Department of Agriculture and Rural Development, Supply Chain Management, 1 Cedara Road, Cedara, 3200** or send by post to The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200,
Tel: (033) 343 8356 or (033) 343 8366 **before 11:00 am on the closing date 29 October 2019.**

Issued by:

The Department of Agriculture and Rural Development
1 Cedara Road
Cedara

COMPANY NAME :
 ADDRESS :
 CONTACT PERSON :
 CONTACT NUMBER :
 FAX NUMBER :

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
	Provision of Security services to safeguard government property at Harry Gwala District offices on a month to month basis starting from 1 November 2019 not exceeding 5 months (March 2019)					
1.	Harry Gwala District Office	4 guards (5 Months)				
2.	Ixopo Local Office	4 guards (5 Months)				
3	Dr Nkosazane Zuma Local Office	4 guards (5 Months)				
4.	Umzimkulu Local Office	4 guards (5 Months)				
5.	Umzimkulu Stores	4 guards (5 Months				
6.	KwaThathane Local Office	2 guards (5 Months)				
7.	Jolivet Ward office	2 guards (5 Months)				
8.	Hlokozi Ward Office	2 guards (5 Months)				
	Shift 06h00 to 18h00 Day Grade C 18h00 to 06h00 Night Grade C Sunday and public holidays (day shift and night shift) Minimum service aids to be worn on security personnel at all times during guard duty: -two way radio -baton -Handcuffs -boots - Company Uniform -Identification Cards -Torch at night -pen / note book					

						TOTAL	
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT							
(04months) PRICE						TOTAL	

***VAT Registration No. (Supplier)**

When Required (Requester): 01 November 2019
Where Required (Requester): Harry Gwala District
Contact details of requester: Zethembe Mbatha
TEL : 082 337 7181

(COMPULSORY)
COMPANY STAMP
DAYS

PRICES ARE VALID FOR

30	60	90
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SIGNATURE

DATE

DECLARATION OF INTEREST

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

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed:
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state **YES/NO**

who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.....
.....

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

2.11.1 If so, furnish particulars:.....
.....

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

Full Name	Identity Number	Personal Reference Number	Tax	State Employee Number / Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

⁹ 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.

ANNEXURE B

SPECIFICATION AND TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES IN THE KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR THE PERIOD OF 5 MONTHS

1. SCOPE

- 1.1 The scope of this quotation includes the provision of appropriately qualified Grade C and Grade D security officers to provide twenty-four (24) hour security services to the Department of Agriculture and Rural Development as listed in, ANNEXURE A of this document. The responsibilities of these security officers is to ensure the safety of property and personnel from burglary, theft, vandalism, or threat of any nature.

SECTION A

CONTRACTUAL REQUIREMENTS

1. The security company must be based, or have a branch office in the District where the respective institutions is situated. The Contractor shall be responsible for the transportation of its staff to and from departmental sites. The Contractor shall further ensure vehicle/s are available on premises at all times for use in transporting officers to their posts, emergencies and routine patrols.
2. The Contractor shall quote rates as listed in the Annexure A: Pricing schedule. The rates must be firm. There will be no price adjustment for this Contract. Only statutory increases in the minimum wage and/or VAT will be considered. Such increases are not applicable to any profit; overheads or any other operational pricings.
3. The equipment requirements and number of security officers required per site for this contract are reflected in Annexure A. The officers acting as Guard Commander on the premises when indicated must be at least an armed Grade C officer.

4. The following certificates must be readily available, as proof of this shall be a requirement of this contract and must be produced by the successful bidder.
 - 4.1 A certified copy of the certificates from the Private Security Industry Regulatory Authority (PSIRA) must be attached for each officer to be utilized under this contract. All the officers must comply with the Security Industries minimum standard of education.
 - 4.2 All security officers must also have attended and passed a security course at one of the official training centres recognized by the Department of Labour.
 - 4.3 Certified copy of all the firearm licences in possession of the Security Company which will be utilised under this contract.
5. The Contractor shall comply with the Private Security Industry Regulatory Act No. 56 of 2001 and Regulation of 2002, the Occupational Health and Safety Act No. 85 of 1993, the conditions of employment as contained in Government Basic Conditions of Employment Act No. 75 of 1997, as amended in the Government Gazette and any subsequent amendments thereafter and any other applicable legislation.
6. The hours or shifts that the security officers are required to work are as follows:
 - 6.1 Monday - Saturday
 - 06:00 to 18:00 - Day Shift
 - 18:00 to 06:00 - Night Shift
 - 6.2 Sundays plus Public Holidays
 - 06:00 to 18:00 - Day Shift
 - 18:00 to 06:00 - Night Shift
7. On each working day the first or second level supervisor must make contact with the Project Management on the site in order to verify and handle mutual complaints, problems, bottle-necks and requests concerning the rendering of service. At least once a month formal discussions must be held, minutes of which must be kept by the Project Manager. No security personnel are allowed to do continuous duty for longer than twelve hours.

8. The Contractor shall supply a list of names of the security officers who will be performing duties at the premises per week to the nominated Departmental contact person per premises, herein after referred to Project Manager, at least a week in advance.
9. The Contractor shall be responsible for ensuring that security guards are on duty timeously and are present at all times as per Security requirements listed in section H. At least one officer at each site must be armed with firearm at all times during the night shift. The Contractor shall ensure that two relief officers for each shift are available within two hours.
10. Horse patrols instead of Quad bike will be at the Contractors own risk and cost. The horses will have to be dosed, inoculated and housed at the Contractor's cost. The State Vet will monitor the humane use and health of the animals. The Contractor will carry out all reasonable instructions and recommendations made by the State Vet. Should a difference of opinion arise regarding the execution of such an instruction or recommendation, the State Veterinarian will have the authority to preclude the Contractor from immediate further use of the animals on the premises. The animals must then be removed from the premises within 14 days. The use of horse does NOT exempt the Contractor of the obligation to have a vehicle on site at all times.
11. The Contractor shall not cede or assign its rights or obligations under this agreement.
12. Notwithstanding any clause in the General Condition of the Contract, the sub-contracting of the guarding services on the guarded sites is strictly prohibited. The prohibition is extended to all services provided in terms of this contract unless specifically excluded.

SECTION B:

CODE OF CONDUCT

1. The contractor is bound by the Code of conduct with PSIRA norms and standards in accordance with PSIRA.
2. Upon appointment, supervisors and security guards must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Department.
3. All possible steps shall be taken by the Contractor to ensure that the correct, intended execution of the service takes place, including *inter alia*, the following:
 - 3.1 The protection of Department Property at the intended site and the protection of the said property against theft, vandalism and any loss or damage whatsoever, to protect life and prevent crime.
 - 3.2 The protection of the Department 's officials against injuries, death or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977), and will include the protection of Department and staff property or any threat thereto. Contractors will be required to present a security strategy for the department according to their specific risks/needs.
4. The security officers shall be properly dressed in uniform at all times while on duty. The conduct and appearance of security officers is to reflect discipline, neatness and efficiency.
5. Roving patrols of the premises shall be undertaken by security officers on a continuous basis for the duration of the shift.
6. Random searches of vehicles or personnel entering or leaving the premises are to be undertaken, and any armaments or unusual items are to be reported.
7. In terms of Private Security Industry Regulatory Act 56 of 2001 the contractor shall have authority to arrest any person found committing an offence on, or in respect of the premises or any part thereof.

8. Security officers must be properly seated, standing or roving when on duty. The practice of leaning against buildings, or sitting/lying on the floor will not be accepted. Security officers may not eat or drink outside of the guard room, or in view of the general public or smoke whilst attending officials or member of the general public. Security officers are required at all times make use of appropriate toilet facilities for the performance and completion of their ablutions. Urination and defecation in any other area - especially in the proximity of domestic livestock, behind buildings and alongside main access roads used by the public, will not be tolerated or accepted.

9. Monthly report of Incidents must be provided to the Department by latest the 7th day of each month. Should the 7th day fall on the weekend then the report must be submitted by the following Monday or first business day.

10. In case of occurrence of more serious incidences such as attempted theft; vandalism; act of God etc, the security officer should report these immediately to the head of the site or designated Departmental Official.

SECTION C

TOOLS AND EQUIPMENT FOR SECURITY STAFF

The contractor must ensure that the following security aids are available at all times at each site where a security service is rendered in terms of this contract.

1. The minimum service tools to be worn on by the person at all times during guard duty, are:

- 1.1. Two-way radios;
- 1.2. Baton;
- 1.3. Handcuffs;
- 1.4. Firearms and ammunition (where stipulated);
- 1.5. Boots;
- 1.6. Uniforms;
- 1.7. Identification cards;
- 1.8. Whistle;
- 1.9. Pocket book;
- 1.10. Pen; and
- 1.11. Torch (at night).

2. Occurrence Book

- 2.1 The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors and other occurrences at the site.
- 2.2 Compulsory Occurrence Book Entries: The security personnel on duty must make the following entries in the occurrence book:
 - 2.2.1 All listed routine procedures such as patrols undertaken, handing over of shifts, etc. mentioning the procedures followed, by whom and the time of commencement. These entries must be made clearly legible in black / blue ink.
 - 2.2.2 All occurrences, however important, slight or unusual with reference to the correct time and relevant actions taken.
 - 2.2.3 All security personnel activities - especially deviations in respect of the duty list, including particulars of the personnel and relevant times.
 - 2.2.4 The issue and/or receipt of keys, indicating the time and by whom they were received or to whom they were handed over/delivered.
 - 2.2.5 The unlocking or locking of doors or gates, indicating the time and by whom locked or unlocked.

- 2.2.6 The handing-over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.
- 2.2.7 Occurrence book read: After the taking-over of shifts, the first level supervisor must make an entry declaring that he has read the occurrence book in order to acquaint himself with events that occurred during the previous shift.
- 2.2.8 All visits by supervisors and top management: These entries must be done in red ink.
- 2.2.9 All additional requests in respect of the rendering the services by the official of the Department shall pass in writing.
- 2.3 The Occurrence Book must be submitted each working day, Monday – Friday to the Project Manager at the premises between the hours 08:00 to 09:00 for scrutiny and noting.
- 2.4 Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed on the side.
- 2.5 Storage of Occurrence Books: The Contractor must hand any/all completed Occurrence Books/s to the Project Manager for record purposes.

3. Admission Control Registers or Forms

- 3.1 Purpose: The purpose of the admission control register is to have information available at all times regarding persons and vehicles that enter or leave the complex outside of normal working hours, in case occurrences should take place which might lead to a judicial enquiry. All completed forms / registers must be handed to the Project Manager for safe keeping.
- 3.2 This register must be completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:
 - 2.5.1 Date;
 - 2.5.2 Admission and exit times of the person or vehicle;
 - 2.5.3 Surname and initials of the person or details of vehicle and driver;
 - 2.5.4 Home or work address;
 - 2.5.5 Official identity/passport number; (the officers shall request an inspection of the original identity document or driver's license to confirm the authenticity of the details furnished)
 - 2.5.6 Purpose of visit;
 - 2.5.7 Brand, caliber and number of firearm in visitors possession (if any); and
 - 2.5.8 Signature of visitor.

4. Pedestrian and Vehicle Registration / Vehicle Forms

4.1 It is the Contractor's responsibility to ensure that the register form is completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:

- 4.1.1 Date of visit;
- 4.1.2 Admission and exit time of visitor to and from the site;
- 4.1.3 Surname and initials of driver / visitor; Official identity/passport number of all persons entering the premises (the officers shall request an inspection of the original identity document/s or driver's license to confirm the authenticity of the details furnished);
- 4.1.4 Name of person to be visited;
- 4.1.5 Number of passengers;
- 4.1.6 Purpose of visit;
- 4.1.7 Registration number of the vehicle;
- 4.1.8 Brand, caliber and number of firearms in the vehicle (if any);
- 4.1.9 Signature of driver; and
- 4.1.10 All vehicles to be searched when entering or leaving the premise

4.2 Storage of Pedestrian and Vehicle Registers

All completed registers must be handed to the institutions contact person for safe keeping.

4.3. It is the Contractor's responsibility to ensure that the separate register form for **State vehicles** is completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:

- 4.3.1. Date
- 4.3.2. Admission and exit time of vehicle to and from the site;
- 4.3.3. Surname and initials of driver / visitor;
- 4.3.4. Name of the driver
- 4.3.5. Number of passengers;
- 4.3.6. Registration number of the vehicle;
- 4.3.7. Signature of driver; and
- 4.3.8. Vehicles to be searched when entering and leaving the premises.

5. Attendance Register for all Shifts

- 5.1. Purpose: The purpose of the attendance register is to have information available at all times regarding security guards reporting on duty.
- 5.2. This register must be completed correctly and legibly by security guards / officers on duty and shall make provision for the following:
 - 5.2.1. Date;
 - 5.2.2. Name and surname;
 - 5.2.3. Official Identity no.;
 - 5.2.4. Time in;
 - 5.2.5. Time out; and
 - 5.2.6. Signature.

6. Notebook

- 6.1 The purpose of the notebook is to note down all incidents occurring or observations made by a security guard/officer during a turn of duty, for later reference.
- 6.2 Requirement: During their turns of duty all security personnel must have a notebook on their persons.
- 6.3 All occurrences/events however important, slight or unusual, referring to the following information must be noted down in the notebooks:
 - 6.3.1 Reporting on and off duty;
 - 6.3.2 Time of occurrence or event;
 - 6.3.3 Extent of occurrence or event;
 - 6.3.4 Relevant occurrence book serial number with due allowance; and
 - 6.3.5 Follow-up actions taken in respect of occurrence or event.
- 6.4 Copying into Occurrence Book: All relevant information noted down in notebook must immediately or directly after return from a patrol be copied into the occurrence book.
- 6.5 Storage of Notebooks: The contractor must store the fully entered notebooks for a period of twelve months.

7. Two-Way Radios

- 7.1 The purpose of two-way radio communication is the establishment of immediate communication between the different duty points and control on the site as well as between control on the site and control at the contractor's headquarters.
- 7.2 Bidders must have an operations/ control room, equipped with a radio communication system capable at all times of and in all conditions of two-way radio communication with all visiting inspectors and officers at all sites to which officers are deployed as well as among officers on site. The facility must be manned by PSIRA registered, qualified and competent staff operating on a 24-hour basis, 365 days a year.
- 7.3 The control room is responsible for the day to day operational requirements of this quotation and must be able respond efficiently to all and every situation as may eventuate on any site to which a security officer is deployed.
- 7.4 Two way Radios shall be directly linked with the Contractors control room at all times during the shift.
- 7.5 Hand Carried Radios: Serviceable hand carried radios must at all times be provided by the Contractor.
- 7.6 Base Radio: Contractors shall have base radios in their control rooms to ensure the good communication with through each other which is audible at all times and able to relay information between the base and satellite.
- 7.7 There must be at least one radio for every guard point.

It is therefore a compulsory requirement and condition of this quotation that the bidder must submit together with this quotation document, before the closing date and time, a certified copy of a valid license from the Independent Communications Authority of South Africa (ICASA). If the license or frequency permit is sub letted, the bidder must submit a certified copy of the subletting agreement with the license holder together with the proof that the signatory to the agreement is the holder of the valid license. Failure to submit the copy of the valid license or subletting agreement will result in the quotation being disqualified.

SECTION D

TECHNICAL REQUIREMENTS/ QUALIFICATIONS OF SECURITY PERSONNEL

1. Only security officers who are already fully registered and who completed training in the Grade as recognized by Private Security Industry Regulatory Authority shall be employed on the Department sites.
2. All security officers are to be in full time employment of the Contractor who shall be liable for payment of their compensation.
3. Male and female security officers may be deployed at the sites. However, where certain deployment has preferences, this will be discussed and agreed to between the Department and the Contractor. This is particular to cases of access control where body searches must be done. In such situations gender deployment is necessitated by the requirement that persons/ visitors may only be searched by a guard of their own gender.
4. The Contractor shall provide the security personnel required for the successful rendering of the service per premises as per ANNEXURE D. The security officers must be able to write, read and speak English adequately and be able to legibly compile the occurrence book entries and reports. The Department will request the Contractor to replace any officer on site who does not satisfy these basic requirements.
5. It is the responsibility of the Contractor to ensure that the security personnel in his/ her service and especially those employed for the rendering of this service, meet the following requirements at all times:

5.1 Supervisors

- 5.1.1 Supervisors must be schooled to at least Standard Eight/ Grade Ten (10) level;
- 5.1.2 Supervisors must have a good understanding of their post descriptions and duties;
- 5.1.3 Supervisors must at all times be capable of leading/controlling and supervising their subordinates; and
- 5.1.4 Supervisors must be able to communicate, read and write in English.

5.2 Security Guards

- 5.2.1 Security Guards must be schooled to at least Standard six (6) /Grade Eight (8) Level;
- 5.2.2 Security guards shall be able to communicate, read and write in at least the English language; and
- 5.2.3 Security guards may not be younger than 18 years of age.

6. Supervisors and Security Guards

- 6.1 Supervisors and security guards must have undergone and passed formal security training and that standard must be maintained.
- 6.2 At all times supervisors and security guards must present an acceptable image/appearance which implies, inter alia, that they must not publicly sit, lounge about, smoke, eat or drink while attending to people.
- 6.3 Supervisors and security guards must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no arguments with visitors/staff or discourteous behaviour towards them.
- 6.4 Supervisors and security guards must be physically and mentally healthy and medically fit for the execution of their duties.
- 6.5 Supervisors and security guards must be registered with the Private Security Industry Regulatory Authority, as required by Act No. 56, 2001 and be appropriately trained.
- 6.6 Supervisors and security guards are prohibited from reading or unnecessarily handling of Departmental documents without permission.
- 6.7 No information concerning Departmental activities may be furnished to the public or news media by the Contractor and/or his employees without the written permission of the Head of Department.
- 6.8 The Department reserves the right to ascertain from the South African Police Services whether security personnel in his employ possess record clearances as well as to ascertain from the PSIRA whether the security personnel are registered with the PSIRA of security officers.
- 6.9 In the event that a body search has to be performed, this will be done by a guard of the same gender of the person being searched as indicated in paragraph 3 above.

7. Duty List

- 7.1 The purpose of the duty list is to serve as proof, at all reasonable times that all personnel who should be on duty per shift, are indeed on duty.
- 7.2 Drawing up a Duty List: Daily, weekly or monthly duty lists of all security guards on duty must be drawn up by the Contractor and kept in the security control office of each site where such service is rendered.

7.3 Changes to the Duty List: Any change to the duty list shall be crossed out by a single line, initialed, dated and noted in the occurrence book.

8. **Duty Sheet**

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

8.2 The Contractor must have a duty sheet available at the site per duty point.

9. **Patrol Duties**

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

9.2 Check and report on the following aspects:

9.2.1 Condition of perimeter fences;

9.2.2 External doors that are not locked after hours;

9.2.3 External lights which are not illuminated during hours of darkness;

9.2.4 Windows that are broken;

9.2.5 Security of all storage areas; and

9.2.6 Vehicles which are left in parking areas overnight.

SECTION E:

GENERAL REQUIREMENTS

1 **Lost Articles**

- 1.1 Definition: Lost articles are articles found at the site and for which ownership cannot be established immediately. Such must be handed in at the control room.
- 1.2 All lost articles handed in at the control room must be recorded in the occurrence book, after which they must be handed in to the Departmental representative immediately.
- 1.3 No deliveries by any person will be received at the control room. The necessary arrangements must be made by the Departmental representative.

2 **Labour Unrest Incidents**

- 2.1 Definition: Labour unrest incidents are occurrences when the Departments personnel on the site or the security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.
- 2.2 Labour Unrest at the Site
 - 2.2.1 Contractor staff: The Contractor shall resolve the dispute between him/her and his/her staff outside the government premises but will remain responsible for safety and security of government property and its employees.
 - 2.2.2 Departmental staff and property: The contractor shall assist the Departmental management to control Departmental personnel by inter-alia immediately contacting relevant authorities e.g. SAPS so as to ensure the safety of government assets and staff against vandalism.

3. **Checking of Service**

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

- 3.2 The Department reserves the right to check the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification. Should the Project Manager consider the standard of service objectionable, a formal written notification will be issued to the Contractor to rectify the objectionable situation to the standard required by the contract and specification as the case may be, at his/her own cost or charge. In the event of the Contractor disregarding the Project Manager instructions for a period of seven days or longer, the Head of Department

is at liberty forthwith to employ other service providers/Contractors to perform the work or cause the work to be performed, and to charge any expense thereby incurred to the Department, and to deduct it from any sum due or to become due to the Contractor.

- 3.3 The Department reserves the right to require from the Contractor that any of his/her employees be replaced, in which case the employee(s) must leave the site forthwith. The Department will not be held responsible for any damages or claims which may arise because of this and the contractor indemnifies the Department against any such claims and legal expenses.
- 3.4 NOTE: The Departmental representative will have the right to check on a daily basis whether sufficient personnel are available at the site in terms of the conditions and specifications of contract.
- 3.5 All personnel shortages must be noted down in the occurrence book.

4. Investigations in terms of the Code of Conduct for Security Service Providers

- 4.1 The Department reserves the right to contact the Private Security Industry Regulatory Authority to institute an inquiry into whether the contractors workforce are registered with them and employees are in possession of training certificates of an accredited training center. Furthermore, the Department may check whether the contractor is paying security officers (for the purpose of this contract), the minimum monthly basic wage as prescribed for the Area concerned, Order for the Security Services Trade.
- 4.2 The Department reserves the right to vet the recommended company with the relevant organization before appointment.

5. Damages and Losses

- 5.1 The Contractor shall be held liable for any damage or loss suffered by the Department, as a result of the Contractor's own or his/her employees negligent or intentional act or omission.
- 5.2 The Department is indemnified against any liability, compensation or legal expenses in respect of the following cases:
 - 5.2.1 Loss of life or injuries which might be sustained by the security personnel during the execution of their duties.
 - 5.2.2 Damage to or destruction of any equipment or property of the contractor during the execution of their duties.
 - 5.2.3 Any claims and legal costs which might ensue from the failure by or acts committed by the security personnel against third persons, which acts include illicit/illegal arrests and other illicit/illegal wrongful deeds.

6. Third Party / Public Liability Insurance

- 6.1 The Contractor shall, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this contract.
- 6.2 A certified copy of such insurance contract/ quotation must be submitted together with the quotation document. **Failure to submit the copy together with the quotation on or before the closing date and time will result in the quotation being disqualified.**
- 6.3 Evidence that such insurance premiums have indeed been paid, must be furnished annually. If during the course of the contract it is found that the Contractor no longer has a valid insurance it will constitute breach of the contract and will result in the cancellation of the contract.
- 6.4 The minimum amount of Third Party/Public Liability Insurance varies per District (SectionD) and must include the use of firearms. The number of claims during the period of the Contract should be unlimited

7. Use of Department Equipment, Facilities etc

- 7.1 The Contractor may not, unless otherwise specified, make use of any of the Department's equipment, and/or property, including inter alia vehicles, stationery, firearms, rooms and furniture for purposes of compliance with the conditions. The Contractor shall be responsible for the payment of telephone calls made by his/her personnel.
 - 7.2 The water and electricity required for the rendering of the services, shall be provided free of charge by the Department.
 - 7.3 The Contractor shall ensure that Departmental property is not misused (e.g. Furniture, telephones, Vehicles, etc).
 - 7.4 Should the Contractor's staff make use of ablution facilities, these should be kept clean at all times.
8. **Emergency Plan.** The Contractor is responsible for the training of his personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site.
9. **Access to site.** All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions, will be provided.

10. Conduct of contractor and contractor's employees

- 10.1 The Contractor shall ensure that his/her personnel refrain from littering and that they, at all times, keep the grounds and buildings occupied by them in a clean, hygienic and neat condition.
- 10.2 Under no circumstances are security personnel allowed to carry on any trading during their period of duty.
- 10.3 The Contractor shall not erect or display any sign, printed matter, painting, name plates, advertisement, article or object of any nature whatsoever, in or against Department buildings or sites or any part thereof without written consent. The Contractor shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable.
- 10.4 Any sign, printed matter, painting, name plate, advertisement, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The Contractor will be held responsible for the costs of such removal.
- 10.5 The equipment of the Contractor must be kept in a safe condition so as not to be a danger to staff, the public, the building which it is kept.
- 10.6 The reasonable comfort of and avoidance of disturbance to the staff of the site must be taken into consideration at all times (playing of music and radio or cell phones is prohibited).
11. The Contractor shall immediately report the occurrence of unguarded fire(s) to the resident Project Manager or representative of the Department. The Contractor will then assist in controlling the fire using all available staff without compromising security. Relief officers and all security officers not on duty will assist. The Project Manager will simultaneously summon assistance from Departmental staff and will take over-all control of all fire-fighting activities.
12. The Contractor shall immediately report any and all security incidents i.e. theft, burglary, any and all form of security breaches etc. to the resident Project Manager or representative of the department.
13. The Contractor shall without fail on a monthly basis avail a senior official or representative to meet with the resident Project Manager or representative of the department to provide both written and verbal report on the security status of the department as well as any and all the security incidents for the month i.e. theft, burglary, any and all form of security breaches.

14. Termination of Service

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- 14.1 The stipulations of the General Conditions of Contract as stipulated in the quotation document apply in particular to cases of any failure to comply with the conditions of contract, or where an unsatisfactory service is rendered.
- Where there is a conflict between the provisions of the General Conditions of Contract and the provisions of this contract, the provisions of this contract shall prevail.
- 14.2 The contract will be terminated immediately should:-
- 14.2.1.1. The Contractor No longer qualify as security officer in terms of the Security Officers Act, No. 56 of 2001; or
- 14.2.1.2. The Department reasonably believe that the staff of the contractor is responsible for or involved in the theft/loss of the employer's property.
- 14.3 The Contractor must notify and remove the Employee immediately should any member of his/her security personnel no longer meet the requirements or conditions of the Security Officers Act, No.56 of 2001.
- 14.4 Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Department of Agriculture and Rural Development
- 14.5 Should the Contractor alienate his/her rights and liabilities in terms of this contract, he/she must notify the Department of Agriculture and Rural Development immediately so that the necessary steps for the cessation of the contract can be taken.
- 14.6 Apart from the immediate termination described in paragraph 14.2 the Department reserves the right to terminate the contract upon issuing of one month written notice should the needs of the Department change during the contract period.
15. **Recruitment of Department Employees**
- The Contractor shall not recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the quotation or for the duration of the execution of this contract or any part thereof.
15. **Radio Licence/s and Number of Radios required at the Centre**
- 15.1 A license/s from I.C.A.S.A. (Independent Communications Authority South Africa) or letter from a Service Provider for Radio Trunking, Mid or High Band Radios must be handed to the Centre Management within one month of assuming duty at the Centre. All radio licenses are issued by I.C.A.S.A. The bidder must produce a certified copy of the Frequency License/s that are valid for the radio/s that will be used at the Centre to the Centre. If the radio/s are sub-letted, it is still the responsibility of the bidder to supply a certified copy of the valid license or original letter from the Service Provider to the Department.
- 15.2 Every guard point must have at least one two way radio.

16. Certificate from Private Security Industry Regulatory Authority

A Certificate indicating that the Company is registered with the Private Security Industry Regulatory Authority must accompany the quotation document. Failure to submit this Certificate will invalidate the quotation.

17. The following must be submitted with the quotation document:

- 17.1 Certified copy of Third Party/Public Liability Insurance contract/ quotation
- 17.2 Copy of Utility Bill/s for Satellite Office/s
- 17.3 Certified Copies of Security Training Certificates
- 17.4 Certified copies of, where applicable: Notice of Registered Office and Postal Address of Company (CM 22), contents of Register of Directors, Auditors and Officers (CM 29), Articles of Association Memorandum of Association (CM2), Certificate to Commence Business (CM 46), Founding Statement (CK 1, Trust Deed, Constitution, Joint Venture/ Consortium Agreements.
- 17.5 Firearm License for the Company and for each firearm to be utilized.
- 17.6 Radio License Certificate
- 17.7 Certified Private Security Industry Regulatory Authority Certificate
- 17.7 Certified Copy of ICASA Certificate
- 17.8 UIF Registration
- 17.9 Workmen's Compensation fund
- 17.10 Code of Conduct for Security Guards
- 17.11 Certified copy of ID documents (Directors)
- 17.12 Banking Details. Must be filled in. A letter from the bank or an original bank stamp to be furnished or a cancelled cheque must be submitted. In case of JV each Entity must submit separately.
- 17.13 Financial Report on Bank's official letterhead or original stamp on the form. In case of the Joint Venture agreement each party to the said JV entity must Submit this schedule separately.
- 17.14 Original valid tax clearance. In the case of a Joint Venture/Consortium each Entity must submit a tax clearance certificate separately.
- 17.15 A letter of good standing from PSIRA (not older than 1 year) for both the company and the owner
- 17.16 A letter of good standing from COIDA (not older than 3 months)
- 17.17 quotation entity profile indicating the holding company, subsidiaries, percentage shareholding of subsidiaries, management participation, lead partners and equity ownership. Enclose PROVISION OF SECURITY SERVICES FOR A PERIOD OF 5 MONTHS (01 NOV 2019 TO 31 MARCH 2020)

certified identity documents of all directors, members, trustees, partners and owners in respect of the entity.

- 17.18 Authority to sign a Quotation (Please note that with the exception of a Sole Proprietor, the resolution to sign the quotation passed by members, Board of Directors or partners, trustees and co-operatives must be furnished.)
- 17.19 Bill of costing. All the items in Annexure D must be priced individually, failing which, the quotation will be disqualified. The amount on this schedule must also be transferred to SBD 3.3.
- 17.20 Submission of B-BBEE status level verification certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor.

18 Category of Security Officers

For the purpose of this contract, use will be made of the relevant Category Security Officers as published in the Government Gazette.

- 18.1 The Contractor will be responsible for providing his/her own equipment, materials, consumables, etc., as well as uniforms and identification cards to all its employees at the Centre.
- 18.2 The Department will provide toilet facilities, free of charge, to the staff of the Contractor, but will not be responsible for providing living accommodation for his/her staff.

19. Compensation

- 19.1 Increase of compensation in the case of minimum wage amendments

19.1.1 Should there be any change during the course of this contract in the wage scales of employees of the Contractor as a result of a statutory minimum wage determination; the Contractor shall be entitled to amend the compensation subject to the satisfaction and approval of the Head of Department.

The Contractor shall submit, together with his/her claim, an extract from the Gazette which clearly details the date that the wages were increased as well as an extract of the minimum wage table with the new wages for the various areas as documentary proof of the price adjustment and the effect thereof on the contract to the satisfaction of the Department of Agriculture and Rural Development Head Office.

19.1.2 Claims for wage increases shall be submitted to the Department (Head Office) as soon as possible but not later than thirty (30) days after the implementation date. If the claim is received more than thirty (30) days later, the prices will be dated only to the date on which the claim was proved to the satisfaction of the Department.

19.2 Pro rata decrease of compensation

19.2.1 Should the service not be rendered to the satisfaction of the Department and unsatisfactory items/aspects/events have already, in writing, been brought to the attention of the Contractor, the Head of Department reserves the right, in addition to its other rights to retain any future payments owed to the Contractor for as long as the unsatisfactory service continues. The Contractor may not under any circumstances fail to remunerate its security officers in terms of law in this regard.

19.2.2.1 Similarly, no departure from or breach or non-fulfillment of the conditions of this contract shall be deemed to be a condonation, waiving or ratification of such departure, breach or non-fulfillment unless such condonation, waiving or non-fulfillment has been agreed to in writing by both parties.

19.3 Minimum Wages

19.3.1 It is expected that the contractor shall pay his/her employees at least a minimum monthly basic wage, as prescribed for Area concerned of the Order for the Security Services Trade. The latest Government Gazette must be noted as wages for the Security Services Trade. The Department reserves the right at any time to request documentary proof of compliance with the minimum wage as per sector determination. The proof may include but not limited to the copy of the salary advice from any of the officers on site. Failure to produce such proof will constitute breach of the contract and may result in the cancellation of the contract.

19.3.2 Noncompliance with the payment of minimum wage constitutes breach of the contract and may result in the Department cancelling the contract.

20 Curtailment of Service

20.1 The Head of Department reserves the right to withdraw from the service any part/s of the site or the site as a whole, with one month's written notification to the Contractor. In a case such as this the parties will no longer be bound by the stipulations of this contract. The contract sum will

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be adjusted pro rata from the date of withdrawal.

20.2 Should the site or part/s of the site in respect of which the service is rendered, be damaged or destroyed by force major or fire, the Head of Department shall have the discretion to determine which part/s of the Centre/s could or should no longer be used as part of the original utilization, and in respect of such unusable part/s of the site the parties will no longer be bound by the stipulations of this contract, unless otherwise agreed to in writing and signed by both parties.

20.3 In respect of the part/s of the site which shall remain in use, the stipulations of this contract shall remain valid, but the contract amount shall be decreased pro rata as from the date that the part of the site was withdrawn from the contract.

20.4 Should such damaged Centre or part/s of the Centre/s be repaired, the Head of Department could request the contractor, by means of one month's written notification, to resume the service, in which case the stipulations of this contract in respect of the rendering of service and the contract amount shall be applicable.

22. **Information required from bidder**

Bidders must provide the following particulars about themselves as part of the quotation:

22.1 Location of Headquarters.

22.2 Location of Regional Offices.

23. **Turns of duty**

No security staff shall do continuous duty for longer than twelve (12) hours or what is legally prescribed.

24. **Records**

The Contractor must keep proper:

24.1 Staff files as well as all appropriate documents of all security personnel in his service who are employed for rendering of the service in terms of this contract. The appropriate staff files shall include, inter alia, the scholastic, registration, and medical certificates and security clearances of personnel under the contractor's employ and their financial remuneration.

24.2 All records of the insurances; ICASA license; firearms and their respective licenses; vehicle registration; etc

24.3 The Contractor shall allow the Head of Security or his representative access to the above stated records anytime during the duration of this contract.

25. Identification

25.1 The contractor undertakes to ensure that each member of his security personnel will at all times when on duty be fully identifiable in respect of:

25.1.1 A neat and clearly identifiable uniform of the company, including matching raincoats and overcoats. The clothing provided must be suited to the temperatures in the area where the guards are stationed.

25.1.2 A clear identification card of the company with the member's photo, identity number and PSIRA numbers on it, worn conspicuously on his person at all times.

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

25.1.3 All security personnel must be in a position to produce, on request, proof of registration with the Private Security Industry Regulatory Authority (PSIRA)

26 Informed Perspective

26.1 Submission of quotation will be deemed to confirm that a bidder has tendered from an informed perspective.

26.2 No claims will be entertained due to a lack of knowledge of the situation in the Province/ departmental sites.

27 False Declaration

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

27.2 Any false declaration or omission of relevant facts reported to the Department of Agriculture and Rural Development will result in the bidder being disqualified or the contract being cancelled in the event that it is awarded on the basis of such false information.

28 Validity of Quotations

- 28.1 Quotations must hold good for a period of **60** days from the date of closing of the quotation. However, circumstances may arise whereby this Department may request the bidder to extend the validity period under the same terms and conditions as originally tendered for by bidders.

29 Contract Period

- 29.1 The contract shall remain in force for a period of three years (5 months) from the date of award.
- 29.2 The Department reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of this contract.

30 Extension of Contract

- 31.1 It is the policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the Department of Agriculture and Rural Development reserves the right to approach the contractor with a view to extending the contract for such period as may be agreed to.
- 31.2 The contract may be extended on a month-to-month basis for a period not exceeding six months, provided that the procedures for the treatment of irregular expenditure are complied with in terms of the National Treasury Practice Note No. 4 of 2008/2009 or any subsequent amendments thereto.

32 Pricing

- 32.1 All final quotation total must be inclusive of VAT (*if a contractor is a VAT vendor*)
- 32.2 All prices indicated in the quotation must be in South African currency (rand).
- 32.3 Bidders who are non VAT vendors must not include VAT in the quotation price, but this must be clearly indicated on the price page.
- 32.4 Each item/service must be priced separately
- 32.5 The Service Provider shall not amend his/her contract prices unless prior approval from the Department of Agriculture and Rural Development has been obtained.
- 32.6 Accumulated discounts must be passed on to the Department of Agriculture and Rural Development

33. Purchase Orders

- 33.1 Services shall be rendered only upon receipt of a written official purchase order from the Department of Agriculture and Rural Development. Accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 33.2 If purchase orders cannot be executed within the period mutually agreed upon, the Service Provider shall inform the Department of Agriculture and Rural Development in writing, detailing the reasons for the delay within seven (7) days.

34. Payment and Invoicing

- 34.1 Payments will only be processed upon receipt and verification of invoices by the appropriately authorised officials.
- 34.2 Payment will be made to the awarded entity only. Any deviation (e.g cession of contract) will only be accepted after relevant approval has been granted by the Departmental Bid Adjudication Committee.
- 34.3 Invoices must clearly indicate the order number, invoice number and comply with VAT Act.
- 34.4 Payments shall be done normally within 30 days after receipt of an acceptable, valid invoice.

35. Cancellation of Quotation.

- 35.1 The Department reserves the right, at its sole discretion to cancel the quotation.

36. Communication

- 36.1 All correspondence with regard to this quotation must be addressed or hand delivered to the:-

The Senior Manager: Supply Chain Management
Private Bag X9059
PIETERMARITZBURG
3200

Attention: Mr M Ndlela

Telephone number :(033) 343 8225

All technical enquiries regarding this quotation must be directed to the Department of Agriculture and Rural Development for the attention of:

Attention: Mr ZDZ Mbhatha

Telephone number (033) 355 9100

37. Reporting of Irregularities

37.1 Bidders are encouraged to advise the Departments of Agriculture and Rural Development on time of any possible irregularities which might emerge in connection with this contract.

38 Unsatisfactory Performance

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

38.2 In the event of the Contractor failing to comply with its obligations under this agreement for which no specific remedy has been provided the Department may, by written notice addressed to the Contractor, require the Contractor to remedy its breach within a specified period. If the Contractor fails to remedy its breach within the aforesaid period, the Department may, without prejudice to any other rights it may otherwise have against the Service Provider, exercise all or any number of the following rights:—

39. claim specific performance of the obligations of the Contractor; or

40. appoint any other person or persons to undertake the services contemplated herein, in which event the Contractor shall be held liable for the costs incurred in the appointment of

such person or persons as well as any other related costs;

41. cancel this agreement and

recover damages for breach of contract from the Contractor

42 Remedies in the case of Incorrect or False Information

42.1 Should a Bidder be awarded a contract on the basis of a misrepresentation or false information, the Department, in addition to instituting legal action, will :-

42.1.1 Recover any costs or damages which it may have suffered as a result of the inclusion in the contract, and/or

42.1.2 Cancel the contract and recover any loss which the Department of Agriculture and Rural Development may have suffered as a result of having to make less favorable arrangements.

43. Cession of Contract

40.1 Any cession of a contract will only be accepted after the relevant approval has been obtained from the Department of Agriculture and Rural Development.

44 Acceptance of Quotations

44.1 Department of Agriculture and Rural Development is under no obligation to accept the lowest or any quotation submitted. **This quotation will be awarded per Districts or in a manner that best suit the Department.**

45. Joint Venture/Consortium

45.1 Any quotation submitted by a Joint Venture / Consortium must be accompanied by a copy of the Joint Venture Agreement. Such agreement must specify the percentage of the quotation to be undertaken by each participating entity.

45.2 Parties to the Joint Venture/ Consortium must all sign the Joint Venture Agreement and the minutes of the meeting must be submitted with the quotation at the closing date.

45.3 Should the parties enter into a Joint Venture, the Joint Venture Agreement should reflect a lead partner and the following information also be furnished :

45.3.1 Bank account to be used for the purpose of this Quotation or Contract.

45.3.2 Authorised representative and signatory

45.3.3 Authority letterhead, address etc.

46.Completion and Submission of Application for Preference Points Claim

46.1 In order to qualify for preference points, bidders are to complete **SBD 6.1** document where applicable. Failure by the bidder to provide all relevant information required will result in the quotation not being considered for the allocation of preference points. If the information required is not applicable to the business, clearly insert the symbols "N/A" in the appropriate space.

46.2 Each party to a Joint Venture / Consortium submitting a quotation must complete and submit a separate SBD6.1 together with the quotation before the closing date and time of the quotation.

46.3 Any bidder who is claiming preference points in terms of the Preferential Procurement Regulations 2011 must submit together with this quotation, their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating

their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

47 Completeness of the Quotation

47.1 Quotations will only be considered if the quotation document is correctly completed in all respects and accompanied by all relevant certificates and other necessary and applicable information.

48 Submission of Quotation

48.1 Quotations are to be submitted to the Supply Chain Management building in the Department of Agriculture and Rural Development, Cedara Main Building, 1 Cedara Road, Cedara, on or before 11:00 am on the closing date. All quotations are to be deposited in the bid box situated at Supply Chain Management. **Late quotations will not be accepted.**

48.2 All quotations, once submitted, become the property of the Department and thus will not be returned to the Bidders. Bidders will retain all ownership rights in any intellectual property contained in the quotation.

49 Expenses incurred in preparation of quotations.

49.1 The bidders' participation or involvement in any stage of the bidding process is at the bidder's sole risk, cost and expense. The department will not be responsible for or pay any expenses or losses which the bidder may incur in the preparation or lodging of this quotation.

50 Equal Opportunity Employer

50.1 The Department of Agriculture and Rural Development is an equal opportunity, affirmative action employer. It shows the same commitment to those who wish to provide services to the Department via the procurement process. This does not preclude the formation of consortiums or the inclusion of proposals on how this project can be used to further the aims of transformation.

51 Oath of Secrecy

51.1 The Service Provider, subcontractor (directors, members of close corporation and employees) involved with the contract or having access to information relating to the contract shall sign an Oath of Secrecy and be prepared to go through the process of Security Clearance or background checks as determined by the Department.

52 Computerized Quotation Documents

52.1 Submission of reproduced computer printouts or fax quotation documents will not be accepted.

53 Late Quotations

53.1 Quotations are late if they are received at the bid box after the closing time/date.

53.2 The bid box will be sealed off at 11:00. Late quotations shall not be considered.

54 Notification of Award of Quotation

54.1 Notification of award of a quotation shall be in writing to the successful bidder by a duly authorised official of the department.

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

54.3 The publication of the intention to award will be advertised in the same media as the invitation to quotation

55 Contract and Service Level Agreement

55.1 The successful bidder will be required to sign a contract and Service Level Agreement within 30 days of the award, with the KwaZulu-Natal Department of Agriculture and Rural Development.

55.2 The successful bidder will be required to submit a Public Liability Insurance prior to signing of Service Level Agreement

56 Use of Quotation Document

Each bidder, by submission of their quotation is deemed to have authorised the Department to reproduce their quotation document in whole or any portion thereof.

SECTION F

1. DISQUALIFYING FACTORS AND RETURNABLE DOCUMENTS:

- 1.1. The quote requires that all prices tendered are firm. If a non-firm price is tendered, the offer will be disqualified.
- 1.2. The following requirements have to be met, failing which will lead to immediate disqualification
 - 1.2.1 The quotation form must be fully completed and be submitted on or before the closing date.as specified in the quotation document.
 - 1.2.2 All applicants must be registered on the Central Supplier Database (CSD)
 - 1.2.3 Bidders who quoted below the applicable PSIRA rate will be disqualified.

1.4 The following documents must be attached to the quote:

- 1.4.1 Firearm License/s for the Company.
- 1.4.2 Company Registration Certificate
- 1.4.2 Communication Method Eg. Two-way radios (Radio License/s from I.C.A.S.A) ; Push Talk or Cellphone (Active contract)
- 1.4.3 UIF, letter of good standing not older than 12 months from Department of Labour
- 1.4.4 Public Liability Cover insurance / Public Liability Cover Insurance Quotation
- 1.4.5 A letter of good standing from PSIRA (not older than 12 months for both the company and the owner)
- 1.4.6 Proof of ownership of vehicle (*certified copy of Disc/ log book*) or an authentic Lease Agreement between bidder and leaser for the vehicle required to render the service for the entire duration of contract
- 1.4.7 A letter of good standing for COIDA (Workmen's Compensation Fund) from Department of Labour not older than 12 months
- 1.4.8 Copy of the Tax Compliance Pin number from SARS. In the case of Joint Venture/Consortium each Entity must submit a tax clearance certificate separately.
- 1.4.9 Letter of good standing from the Provident Fund not older than twelve months (12)

NB. Non-submission of any of the above documents shall result in disqualification.