



## agriculture & rural development

Department:  
agriculture  
& rural development  
**PROVINCE OF KWAZULU-NATAL**

### KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

**BID No: DARD 01/2020**

#### DESCRIPTION OF SERVICE:

**PROVISION OF SECURITY SERVICES IN THE DEPARTMENTAL OFFICES, INSTITUTION AND RESIDENCE LOCATED THROUGHOUT THE PROVINCE FOR A PERIOD OF 36 MONTHS AT **CLUSTER 1** (MEC RESIDENCES, UMGUNGUNDLOVU DISTRICT, TRURO HOUSE, ETHEKWINI DISTRICT, AMAJUBA DISTRICT AND UMZINYATHI DISTRICT)**

**NAME OF BIDDER:** \_\_\_\_\_

#### PREQUALIFICATION CRITERIA

Only tenderers who meet the following prequalification criteria may respond: -

- (i) BBBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017);**  
**and**
- (ii) EME or QSE (as per the provisions of section 4(1) (b) of the PPPFA Regulations, 2017)**

#### Return of Bid:

Bids 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) 355 9588** before **11:00** am on the closing date: **18 June 2020**

#### Issued by:

The Department of Agriculture and Rural Development  
1 Cedara Road  
Cedara  
3200

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**Bidders are to check that all pages and forms are included in the bid documentation and notify the Department immediately if any pages or sections are missing**

## INVITATION TO BID

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

BID NUMBER:	DARD 01/2020	CLOSING DATE:	18/06/2020	CLOSING TIME:	11:00 AM
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DESCRIPTION	<b>Provision of security services in the departmental offices, institution and residence located throughout the province for a period of 36 months</b>
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Bid must be deposited in the bid box situated at Department of Agriculture and Rural Development

Supply Chain Management

1 Cedara Road

Cedara, 3200

## BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON Mr.B.R Dube

TELEPHONE NUMBER 033 355 9588

FACSIMILE NUMBER n/a

E-MAIL ADDRESS bhekani.dube@kzndard.gov.za

## TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON Mr. Z Mbatha

TELEPHONE NUMBER 082 337 7181

FACSIMILE NUMBER n/a

E-MAIL ADDRESS Msizi.khuzwayo@kzndard.gov.za  
/Dumisaniz.Mbhatha@kzndard.gov.za

## SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

CELLPHONE NUMBER

FACSIMILE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS

TAX COMPLIANCE SYSTEM PIN:

OR

CENTRAL SUPPLIER DATABASE No:

MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

 TICK APPLICABLE BOX]  
☐ Yes ☐ No

B-BBEE STATUS LEVEL SWORN AFFIDAVIT

 [TICK APPLICABLE BOX]  
☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes ☐ No  
 [IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes ☐ No  
 [IF YES, ANSWER PART B:3 ]

## QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

## TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: .....

CLOSING TIME **11:00**

CLOSING DATE: **18 June 2020**

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

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

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
<b>DARD 01/2020</b>	<b>PROVISION OF SECURITY SERVICES IN THE DEPARTMENTAL OFFICES, INSTITUTION AND RESIDENCE LOCATED THROUGHOUT THE PROVINCE FOR A PERIOD OF 36 MONTHS AT CLUSTER 1 (MEC RESIDENCES, UMGUNGUNDLOVU DISTRICT, TRURO HOUSE, ETHEKWINI DISTRICT, AMAJUBA DISTRICT AND UMZINYATHI DISTRICT)</b>	

Official

\_\_\_\_\_  
**Signature**

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>): .....
  - 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.

<sup>1</sup>"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.

<sup>2</sup>"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:

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 who may be involved with the evaluation and or adjudication of this bid? YES/NO



2.10.1 If so, furnish particulars

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are 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 Tax Reference Number	State Employee Number / Persal Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
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

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to be above R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and  
(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**                      **or**                      **90/10**

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

Where

$P_s$      =     Points scored for price of bid under consideration  
 $P_t$      =     Price of bid under consideration  
 $P_{\min}$    =     Price of lowest acceptable bid

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

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

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

#### 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....  
.....

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

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

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

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....  
OFFICIAL STAMP



WITNESSES

1 .....



## 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-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the 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? <b>(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).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	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**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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. disregards 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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

## 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 Director.....20.....,

Mr/Mrs.....

(whose 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

.....  
**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.....

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).....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:** .....

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

**DATE:** .....

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

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

**WITNESSES: 1**.....

**2**.....

## **F JOINT VENTURE**

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

### **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: .....

### **G. CONSORTIUM**

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

#### **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) .....

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

**SIGNATURE:** ..... **DATE:** .....

## **ANNEXURE B**

### **GENERAL CONDITIONS OF CONTRACT**

**DEFINITIONS:** The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- (n) "GCC" means the General Conditions of Contract.

- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Contractor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic, where supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **1. CESSION OF CONTRACTS**

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

## **2. DISCREPANCIES**

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

## **3. QUALITY AND GUARANTEE**

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the

Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.

- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### **4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION**

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling the contract, be entitled forthwith to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2-
  - 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or

4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.

4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.

4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

## **5. PATENTS**

5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.

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

## **6. PACKAGING, MARKING AND DELIVERY**

6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.

6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.

6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.

6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.

6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.

6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.



- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
- 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
- 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
- 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

## **7. CONSIGNMENT OF GOODS**

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.
- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

## **8. PAYMENT**

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

## **9. INVOICES**

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

## **10. CONTRACT PRICE ADJUSTMENT**

- 10.1 Firm contract prices shall not be subject to adjustment. Contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
  - 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.
  - 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.
  - 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.

- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

#### **11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT**

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :
- 11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
- 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
- 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfillment of such requirements, or should no trustee, liquidator or judicial manager be

- appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

## **12. LAW TO APPLY**

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

## **13. OFFERING OF COMMISSION OR GRATUITY**

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

## **14. PREFERENCES**

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-
- 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or
  - 14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
  - 14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

## **15. WEIGHTS AND MEASURES**

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

## **16. SECURITY**

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

## **17. ORDERS**

- 17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:
- 17.2.1 Name of Institution placing order;
  - 17.2.2 Provincial official order number;

- 17.2.3 Quantity ordered; and
- 17.2.4 List of items ordered.

## **18. EXPORT LICENCES**

- 18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
  - 18.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before he has obtained such licence;
  - 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

## **19. INSURANCE**

- 19.1 The goods supplied under the contract shall be fully insured in a freely convertible Currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

## **20. INSPECTION, TESTS AND ANALYSES**

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organization acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.

- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

## **21. RESTRICTION OF BIDDING**

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

## **22. CONTRACTOR'S LIABILITY**

- 22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.
- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.



## **23. PRICE LISTS**

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

## **24. SUBMISSION OF CLAIMS**

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

## **25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR**

- 25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

## **26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

## **27. AMENDMENT OF CONTRACT**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

## **28. NOTICES**

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

## **29. INCIDENTAL SERVICES**

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

## **30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

- 30.1 The Contractor shall not, without the Province's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Province in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.
- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

## **31. SPARE PARTS**

- 31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
- (a) such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any Warranty obligations under the contract.
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.



## **32. PENALTIES**

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

## **ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

- 33.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the Contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **34. GOVERNING LANGUAGE**

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

## **35. TAXES AND DUTIES**

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



## agriculture & rural development

Department:  
agriculture  
& rural development  
PROVINCE OF KWAZULU-NATAL

**DARD 01/2020**

### **TERMS OF REFERENCE**

**PROVISION OF SECURITY SERVICES IN THE DEPARTMENTAL OFFICES, INSTITUTION AND RESIDENCE LOCATED THROUGHOUT THE PROVINCE FOR A PERIOD OF 36 MONTHS AT **CLUSTER 1** (MEC RESIDENCES, UMGUNGUNDLOVU DISTRICT, TRURO HOUSE, ETHEKWINI DISTRICT, AMAJUBA DISTRICT AND UMZINYATHI DISTRICT)**

#### **1. BACKGROUND**

The KwaZulu-Natal Department of Agriculture and Rural Development herein after referred to as the Department, has a strategic objective to provide a secure, safe and healthy working environment. Furthermore, in supporting its risk management policies, the department must institute measures to protect its assets from, *inter alia*, fire, theft or vandalism and consequently therefore the Department requires the services of service providers to render security services as specified in this document.

#### **2. SCOPE**

The scope of this bid includes the provision of appropriately qualified Grade C security officers to provide twenty-four (24) hour security service for the departmental institutions as listed in Section G of this document. The responsibilities of these security officers are 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 Kwa Zulu Natal where the respective institutions are situated. The Contractor shall be responsible for the transportation of its staff to and from site as listed in Section G of this document. 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 tender rates as listed in the Section G: 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 Section G. 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 Certified copies of the certificates from the Private Security Industry Regulatory Authority (PSIRA) must be produced for each officer to be utilized under this contract.
  - 4.2 All the officers must comply with the Security Industries minimum standard of education.
  - 4.3 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.
  - 4.4 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 Manager 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 G. 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. Quad bike shall be utilised where applicable for patrols and will be at the Contractors own risk and cost. The use of Quad bike 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 Conditions 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 7<sup>th</sup> day of each month. Should the 7<sup>th</sup> 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 security services directorate official.
11. The Bidder must indicate how the Code of Conduct will be implemented and this must form part of the execution plan to be submitted together with this bid.

## **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; Push Talk or Cellphone
- 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)
- 1.12. Paper prayers per shift

**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:
  - 3.2.1 Date;
  - 3.2.2 Admission and exit times of the person or vehicle;
  - 3.2.3 Surname and initials of the person or details of vehicle and driver;
  - 3.2.4 Home or work address;
  - 3.2.5 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)
  - 3.2.6 Purpose of visit;
  - 3.2.7 Brand, caliber and number of firearm in visitor's possession (if any); and
  - 3.2.8 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/ Push Talk or Cellphones**

- 7.1 The purpose of 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 communication system capable at all times of and in all conditions of 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 the day to day operational requirements of this bid and must be able to respond efficiently to all and every situation as may eventuate on any site to which a security officer is deployed.
- 7.4 Communication shall be directly linked with the Contractors control room at all times during the shift.
- 7.5 Hand Carried Radios/Push Talk: Serviceable hand carried radios or push talk must at all times be provided by the Contractor.
- 7.6 Base Communication: Contractors shall have base communication in their control rooms to ensure the good communication with 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 method of communication for every guard point.

It is therefore a compulsory requirement and condition of this bid that the bidder must submit together with this bid 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 sublet, 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 which must not be older than (12) months. Failure to submit the copy of the valid license or subletting agreement will result in the bid 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, and who have obtained a security clearance from SAPS shall be employed under this contract.
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 Section G. 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, IsiZulu and IsiXhosa.

#### **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, initialled, 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 on hourly basis.
- 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.

## **10. Lost Articles**

- 10.1 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.
- 10.2 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.
- 10.3 No deliveries by any person will be received at the control room. The necessary arrangements must be made by the Departmental representative.

## **11. Labour Unrest Incidents**

- 11.1 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.
- 11.2 Labour Unrest at the Site
  - 11.2.1 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.
  - 11.2.2 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.

## **12. Checking of Service**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 All personnel shortages must be noted down in the occurrence book.

## **13. Investigations in terms of the Code of Conduct for Security Service Providers**

- 13.1 The Department reserves the right to contact the Private Security Industry Regulatory Authority to institute an inquiry into whether the contractor's workforce is 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.
- 13.2 The Department reserves the right to vet the recommended company with the relevant organization before appointment.

## **14. Damages and Losses**

- 14.1 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 employee's negligent or intentional act or omission.
- 14.2 The Department is indemnified against any liability, compensation or legal expenses in respect of the following cases:
  - 14.2.1 Loss of life or injuries which might be sustained by the security personnel during the execution of their duties.
  - 14.2.2 Damage to or destruction of any equipment or property of the contractor during the execution of their duties.
  - 14.2.3 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.

## **15. Third Party / Public Liability Insurance**

- 15.1 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.
- 15.2 A certified copy of such insurance contract/ quotation must be submitted together with the bid document. **Failure to submit the copy together with the bid on or before the closing date and time will result in the bid being disqualified.**
- 15.3 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.
- 15.4 The minimum amount of Third Party/Public Liability Insurance as listed (Annexure D) and must include the use of firearms. The number of claims during the period of the Contract should be unlimited

## **16. Use of Department Equipment, Facilities etc.**

- 16.1. 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.



- 16.2. The water and electricity required for the rendering of the services, shall be provided free of charge by the Department.
- 16.3. The Contractor shall ensure that Departmental property is not misused (e.g. Furniture, telephones, etc.).
- 16.4. Should the Contractor's staff make use of ablution facilities, these should be kept clean at all times.

#### **17. Conduct of contractor and contractor's employees**

- 17.1 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.
- 17.2 Under no circumstances are security personnel allowed to carry on any trading during their period of duty.
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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).
- 18. 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.

19. 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.

20. 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.

## **21. Termination of Service**

21.1 The stipulations of the General Conditions of Contract as stipulated in the bid 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.

21.2 The contract will be terminated immediately should: -

21.2.1.1. The Contractor No longer qualify as security officer in terms of the Security Officers Act, No. 56 of 2001; or

21.2.1.2. The Department reasonably believe that the staff of the contractor is responsible for or involved in the theft/loss of the employer's property.

21.3 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.

21.4 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

21.5 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.

21.6 Apart from the immediate termination described in paragraph 21.2 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.

## **22. 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 bid or for the duration of the execution of this contract or any part thereof.

**23. Push Talk, Radio License's and Number of Radios required at the Centre**

- 23.1 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.
- 23.2 Every guard point must have at least one means of communication.

**24. Certificate from Private Security Industry Regulatory Authority**

A Certificate not older than twelve (12) months indicating that the Company is registered with the Private Security Industry Regulatory Authority must accompany the bid document. Failure to submit this Certificate will invalidate the bid.

**25. Category of Security Officers**

- 25.1 For the purpose of this contract, use will be made of the relevant Category Security Officers as published in the Government Gazette.
- 25.2 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.
- 25.3 The Department will provide water and toilet facilities, free of charge, to the staff of the Contractor, but will not be responsible for providing living accommodation for his/her staff.

**26. Compensation**

- 26.1 Increase of compensation in the case of minimum wage amendments
- 26.1.1 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.

26.1.2 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.

## **27. Pro rata decrease of compensation**

27.1 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.

27.2. 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.

### **27.3 Minimum Wages**

27.3.1 It is expected that the contractor shall pay his/her employees at least a minimum monthly basic wage, at a rate prescribed PSIRA. 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 cancelation of the contract.

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

## **28. Curtailment of Service**

28.1.1 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 be adjusted pro rata from the date of withdrawal.

- 28.2 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.
- 28.3 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.
- 28.4 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.
29. **Information required from bidder**  
Bidders must provide the following particulars about themselves as part of the bid:
- 29.1 Location of Headquarters.
- 29.2 Location of Regional Offices.
30. **Turns of duty**  
No security staff shall do continuous duty for longer than twelve (12) hours or what is legally prescribed.
31. **Site meeting**  
No compulsory site briefing will be conducted due to COVID 19 regulations. Should there be any enquiries, such must be directed to: SCM related enquiries to [bhekani.dube@kzndard.gov.za](mailto:bhekani.dube@kzndard.gov.za) , nozizwe [makaula@kzndard.gov.za](mailto:makaula@kzndard.gov.za) and Technical Enquiries to [Msizi.khuzwayo@kzndard.gov.za](mailto:Msizi.khuzwayo@kzndard.gov.za) / [Dumisaniz.Mbhatha@kzndard.gov.za](mailto:Dumisaniz.Mbhatha@kzndard.gov.za). The queries must reach the Department by end of business, Friday, 05 June 2020 to enable the Department to respond to all the queries by 09 June 2020.
32. **Records**  
The Contractor must keep proper:
- 32.1 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.

- 32.2 All records of the insurances; ICASA license; firearms and their respective licenses; vehicle registration; etc.
- 32.3 The Contractor shall allow the Head of Security or his representative access to the above stated records anytime during the duration of this contract.

**33. Identification**

- 33.1 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:

- 33.1.1 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.

- 33.1.2 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.

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

**34. Informed Perspective**

- 34.1 Submission of bid will be deemed to confirm that a bidder has tendered from an informed perspective.
- 34.2 No claims will be entertained due to a lack of knowledge of the situation in the Province/ departmental sites.

- 35. **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.

- 36. **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.

**SECTION E**  
**SPECIAL TERMS AND CONDITIONS**

**PROVISION OF SECURITY SERVICES IN THE DEPARTMENTAL OFFICES, INSTITUTION AND RESIDENCE LOCATED THROUGHOUT THE PROVINCE FOR A PERIOD OF 36 MONTHS AT **CLUSTER 1** (MEC RESIDENCES, UMGUNGUNDLOVU DISTRICT, TRURO HOUSE, ETHEKWINI DISTRICT, AMAJUBA DISTRICT AND UMZINYATHI DISTRICT)**

- (a) **Tenderers must ensure that they are fully aware of all the Terms and Conditions contained in this bid document.**
- (b) **Only tenderers that fully meet the prequalification criteria shall be considered.**

**1. ACCEPTANCE OF BID**

- 1.1. The Department of Agriculture and Rural Development Bid Adjudication Committee is under no obligation to accept any bid.

**2. AMENDMENT OF CONTRACT**

- 2.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Department of Agriculture and Rural Development Bid Adjudication Committee approval.

**3. AWARD**

- 3.1 The department has eleven (11) districts, four (4) Research Stations, one (1) farm OSCA, as well as Two (2) official residence (MEC's) which are referred to as clusters in paragraph 3.2 of Section E, across the province and in order to ensure equitable distribution of opportunities arising from Security bids, the department will award ONE service provider per Cluster. Department may use the security services of the supplier during departmental events when the need arises. The department reserves the right to utilize contractors awarded in other Clusters in the event that there is a contractor that fails to meet contractual obligations. The department will request quotations from the awarded contractors in other clusters and apply a preference point system which may include some objective criteria.
- 3.2 For this cluster Residence's, Districts and institution are combined into Cluster1 as follows:
  - 3.2.1. **Cluster 1: MEC Residences, UMGungundlovu, Truro and EThekwini District, Amajuba and UMzinyathi District.**

**NB.: It is a condition of this bid that tenderers must quote for all items per Cluster and quoted prices must be in line with the latest PSIRA security sector determination six (06).**

### 3.3. Allocation of work

In allocating work, the department will apply a preferential procurement mechanism that Will ensure the promotion of service providers that meet the following:

- 3.3.1. An EME or QSE which is at least 51% owned by black people who are youth;
- 3.3.2. An EME or QSE which is at least 51% owned by black people who women;
- 3.3.3. An EME or QSE which is at least 51% owned by black people who are with disabilities;
- 3.3.4. An EME or QSE which is at least 51% owned by black people living in rural or Underdeveloped areas or townships;
- 3.3.5. A Cooperative which is at least 51% owned by black people;
- 3.3.6. An EME or QSE which is at least 51% owned by black people who are Military Veterans.

**NB:** When applying the above mechanism 3.3.1 and 3.3.2. Will take precedence.

- 3.4. **As indicated in 3.1 above that the department will award One service provider per Cluster, a tenderer will only be considered for award in one Cluster. Where a service provider has been recommended for award in one Cluster, they will not be considered for award in other Cluster even if they score the highest points.**
- 3.5. Notwithstanding 3.4. Above, the department reserves the right to award one service provider in more than one Cluster should:
  - 3.5.1. The recommended service provider in Cluster 1 score the highest point in Cluster 2 as well.
  - 3.5.2. The number of qualifying service providers be less than total number of Clusters.
- 3.6. This approach is in line with Section 11 (1) and (2) of PPPFA Regulations 2017. Objective criteria is defined as part of the evaluation criteria.
- 3.7. In implementing the objective criteria, the department reserves the right to negotiate the price with the awarded bidder where the highest scoring bidder has not been awarded.
- 3.8. In the event a contractor fails to deliver, the department reserves the right to award that Cluster to the next eligible bidder regardless whether the bidder has been awarded a Cluster or not.
- 3.9. The department reserves a right to a recommended bidder for **Cluster 1** to undergo Pre-Qualification **Screening** and **Vetting** by the departmental Head of Security.
- 3.10. Therefore, a recommended bidder for **Cluster 1** will be required to provide valid ID numbers of Company Directors and all 25 PSIRA Registered Security guards intended for the **Cluster 1** contract by completing **ANNEXURE C**

### 4. BASIS AND QUANTITIES

- 4.1 Quantities are reflected under **Section G** of the bid document.

### 5. BBBEE CERTIFICATE / SWORN AFFIDAVIT

- 5.1 A bidder must submit a valid BBBEE certificate or a sworn affidavit together with the bid for Pre-qualification purposes and for claiming BBBEE points.



## **6. CERTIFICATE OF COMPLIANCE**

- 6.1 Where applicable, it is mandatory for service providers to provide the applicable compliance Certificate/s and/or license/s as stipulated (e.g. PSIRA, Fire-arm, etc.)

## **7. CHANGE OF ADDRESS**

- 7.1 Bidders must advise the Department of Agriculture and Rural Development Supply Chain Management, Contract Administration should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

## **8. COMPETENCY OF THE SERVICE PROVIDER**

- 8.1 It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

## **9. COUNTER OFFERS**

- 9.1. The department will not accept any counter offers

## **10. DETAILS OF PAST/CURRENT CONTRACTS AWARDED TO THE BIDDER (ANNEXURE B)**

- 10.1. The bidder must furnish the following details of verifiable past and current contracts
- (i) Date of commencement of contract/s;
  - (ii) Value per contract; and
  - (iii) Contract details. That is, with whom held, phone number and address/s of the Companies.

## **11. EQUAL BIDS**

- 11.1 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 BBBEE.
- 11.2 If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for BBBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 11.3 If two or more tenderers score equal total points in all respects, the award shall be decided by the drawing of lots.

## **12. INVOICES**

- 12.1. All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.
- 12.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
  - (b) The name and address of the recipient;
  - (c) An individual 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) The value of the supply, the amount of tax charged and the consideration for the supply; or
- (g) 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.

### **13. IRREGULARITIES**

- 13.1 Companies are encouraged to advise the Department of Agriculture and Rural Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

### **14. JOINT VENTURES**

- 14.1 In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 14.2 Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 14.3 The non-submission of a BBBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes.
- 14.4 Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- 14.5 The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 14.6 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

### **15. LATE BIDS**

- 15.1 Bids are late if they are received at the address indicated in the bid documents after the Closing date and time.
- 15.2 A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

## **16. NOTIFICATION OF AWARD OF BID**

- 16.1 Successful tenderers who have qualified shall be notified via an advert in the same media as the invitation to tender.

## **17. PAYMENT FOR SUPPLIES AND SERVICES**

- 17.1 A contractor shall be paid by the Department in accordance with supplies services Rendered.
- 17.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.
- 17.3 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- (i) Contact must be made with the officer-in-charge of the District Office;
  - (ii) If there is no response from the District Office, the Director: Finance must be contacted;
- 17.4 Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements shall affect payment.

## **18. PERIOD OF CONTRACT**

- 18.1 The contract will run for a period of 36 months.

## **19. PREQUALIFICATION CRITERIA**

- 19.1 Only tenderers who meet both of the following prequalification criteria may respond: -
- (i) BBBEE level 1 (as per the provisions of section 4(1)(a) of the PPPFA Regulations, 2017); and**
  - (ii) EME or QSE (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017)**
- 19.2 Tenderers must submit documentary proof of compliance with the above prequalification Criteria.
- 19.3 Tenderers who fail to comply with the above-stipulated prequalification criteria or fail to submit documentary proof of the compliance with the prequalification criteria shall not be considered for this bid.

## **20. QUALITY CONTROL/ TESTING OF PRODUCTS**

- 20.1 The Department reserves the right to visit premises of the recommended service provider.
- 20.2 If it is discovered that the service provider is not in accordance with the information provided, the following shall occur:
- (i) Possible cancellation of the contract with the contractor;
  - (ii) Reporting such negligence by the contractor to the Provincial and National Treasury for listing on the restricted suppliers' database.

## **21. SPECIAL CONDITIONS OF CONTRACT**

- 21.1. The bid is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

## **22. SUPPLIERS DATABASE REGISTRATION**

- 22.1 A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.
- 22.2 A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

**NB: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIERS DATABASE, THE BIDDER SHALL BE DISQUALIFIED.**

## **23. TAX AND DUTIES**

- 23.1 During quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

## **24. TAX COMPLIANCE PIN**

- 24.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 24.2 Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

## **25. UNSATISFACTORY PERFORMANCE**

25.1 Unsatisfactory performance occurs when performance is not in accordance with the Contract conditions.

- (i) The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official shall:
  - (a) Take action in terms of its delegated powers; and
  - (b) Make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- (ii) When correspondence is addressed to the contractor, reference shall be made to the contract number/item number/s and an explanation of the complaint.

## **26. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

26.1 The validity (binding) period for the bid shall be 180 days from close of bid. However, Circumstances may arise whereby the Department may request bidders to extend the validity (binding) period. Should this occur, the Department shall request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request shall be done before the expiry of the original validity (binding) period.

## **27. VALUE ADDED TAX (VAT)**

27.1 Bid prices must be inclusive of 15% VAT.

27.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

27.2 For the purposes of calculating preference points, VAT shall not be considered during quotation process.

## SECTION F

### 1. DISQUALIFYING FACTORS:

- 1.1. The bid 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 bid form must be fully completed and be submitted on or before the closing date.as specified in the bid 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 rates will be disqualified.
- 1.3 The following clauses in SBD 3 – “Special Instructions and Notices to Bidders”, regarding the completion of bidding forms, will also be utilized to qualify / disqualify bidders:
  - 1.3.1 Under no circumstances whatsoever may bid forms be retyped or redrafted
  - 1.3.2 Bids submitted must be complete in all respects.
  - 1.3.3 Any alteration/s made by the bidder must be initialed.
  - 1.3.4 Use of correction fluid is prohibited.
- 1.4 . The following documents must be attached to the bid:
  - 1.4.1 Firearm License for the Company.
  - 1.4.2 UIF, letter of good standing not older than 12 months from Department of Labour.
  - 1.4.3 Public Liability Cover insurance / Public Liability Cover Insurance Quotation (Quotation not older than one month) as listed: Annexure D
  - 1.4.4 A letter of good standing from PSIRA (not older than 12 months for both the company and the owner)
  - 1.4.5 Proof of ownership of vehicle(s) (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.
  - 1.4.6 National key point certificate for the Director/s of the Company
  - 1.4.7 Clearance certificate for all directors from South African Police Services
  - 1.4.8 List of firearms in the name of the Company, not leased firearm
  - 1.4.9 A letter of good standing for COIDA (Workmen's Compensation Fund) from Department of Labour not older than 12 months
  - 1.4.10 Letter of good standing from Provident Fund not older later than three (3) months.
  - 1.4.11 A certified copy of a valid BBBEE certificate or valid sworn affidavit for purposes of confirmation of the bidder being a Level 1 BEE;
  - 1.4.12 Documentary proof of bidder being an EME or QSE
  - 1.4.13 Documentary proof of bidder's experience in support of **Annexure B**
  - 1.4.14 License/s from I.C.A.S.A or lease agreement from an accredited service provider.

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

## 2. Functionality

- 2.1 Functionality will be assessed separately from the 90/10 formula. The first stage will be the assessment of functionality through the use of rating criteria determined by the Department, wherein the bidders with sufficient experience and technical capacity will be selected to move to the second stage.
- 2.2 The second stage will be the assessment and evaluation of bidders in terms of 90/10, where 90 points shall be used for pricing scores only, and the 10 used for BBEE status.

### Evaluation Criteria for Functionality:

NOTE: In order to ensure meaningful evaluation, bidders must submit detailed information in substantiation of the evaluation criteria mentioned.

CRITERIA	GENERAL GUIDELINES FOR EVALUATION CRITERIA APPLICATION
<b>ABILITY</b> <ul style="list-style-type: none"> <li>Capacity</li> </ul>	Bidders to provide proof of having sufficient financial resources to facilitate the provision of security services for the period of 36 months. Bidders to provide proof of current capacity and ability to render services in accordance to the specifications and to the standard as directed in the specification.
<b>CAPABILITY</b> <ul style="list-style-type: none"> <li>Competency</li> <li>Experience</li> </ul>	<p>At least one owner or Director of the company or entity needs to be in possession of a Grade B security certificate. Demonstration of competency to render the required service and providing proof of membership of Security Regulatory Bodies i.e. PSIRA, COIDA</p> <p>Demonstrable experience of the prospective service provider's engagement in similar work within the Public Sector (documentary proof such as three (3) reference letters indicating value and period of the contract)</p>

Submissions will be scored using the below scoring table. This bid will be evaluated on functionality which will determine the capability, ability and capacity of the prospective bidders to provide the required goods or services for the department. **A minimum score of 75%** must be obtained by the bidder in order to qualify to be evaluated further for price and BBEE status.

NO	EVALUATION MATRIX	DESCRIPTION	POINTS%	MEANS OF VERIFICATION
1.	Relevant Experience	<p>Previous experience of a bidder in providing Security Services Projects must be of similar type, size and complexity to the current bid.</p> <p>Each Contract = 5 points (to maximum of five (5) contracts).</p>	<p><b>25%</b> (5 points per relevant project)</p>	<p>A list of projects undertaken by the bidder. For each project provide the following:</p> <p>1.1 Description of service provided.</p> <p>1.2 Role of the bidder.</p> <p>1.3 Project cost and duration.</p> <p>1.4 Proof of orders issued for each project</p> <p><b>In support of ANNEXURE B</b></p>

2.	<b>Past Performance</b>	Traceable references of 3 points per project (5 letters of reference concerning relevant projects will enable a bidder to score maximum points of 15 for Past Performance)	<b>15%</b>	Traceable references / Letters of reference from previous or current clients reflecting duration of project and / or completion date
3.	<b>Resources</b>	<p>Equipment, facilities, financial and human resources, management and supervision abilities, training programmes etc.</p> <p>Proof of Minimum Financial Resources to implement this project:</p> <p>Proof of ownership of vehicle(s)</p> <p>Public Liability Cover insurance (Existing / Quotation) In line with <b>Annexure D</b></p>	<p><b>40%</b></p> <p>(5)</p> <p>(15)</p> <p>(10)</p> <p>(5)</p> <p>(5)</p>	<p>3.1 Organogram of the organization as well as Curriculum vitae (CV's) of key personnel.</p> <p>3.2 Specialist equipment and tools.</p> <p>3.2 Evidence of credit facility and/or Registered Financial Institution (E.g. Letter for Intent) Or Evidence of access to any legal funding instrument.</p> <p>3.3 Certified copy of Disc/ log book.</p> <p>3.4 Public Liability Cover insurance/ Quotation</p>
4.	<b>Methodology</b>	How the project will be implemented? Time frames must be clearly indicated. The project plan must indicate how maintenance and support will be provided.	<p><b>10%</b></p> <p>(5)</p> <p>(5)</p>	<p>4.1 Execution plan &amp; Innovative procedures to be used</p> <p>4.1 Reporting and recording systems</p>
5.	<b>Locality</b>	Locality of the service provider Facilities (Regional Offices in KZN)	<b>(10)</b>	Municipality Bills, Business Letters or Bank statement or SARS pin or Lease Agreements (Not Older than 3 Months)
		<b>TOTAL</b>	<b>100%</b>	



### **3. Points Awarded for Price**

- 3.1. The 90/10 preference point systems shall be applied accordingly as per SBD 6.1.
- 3.2. However as stated in Clause 3 of the Special Terms and Conditions of this bid, the Department will implement some objective criteria as outlined in Clause 5.3 in order to ensure that the following equitable distribution is achieved:
  - 3.2.1. Tenderers will only be awarded one Cluster
  - 3.2.2. Multiple awards will be achieved
- 3.3. The criteria will be as follows: -
- 3.4. Preference points per district will be calculated in the following order of priority based on a spend per Cluster.
  - 3.2.1. **Cluster 1: MEC Residences, UMgungundlovu, Truro and EThekweni District, Amajuba and UMzinyathi District.**
- 3.5. **In conjunction with Section E (3.3.) the objective criteria will then be Implemented as follows:**
  - a) The tenderer who scores the highest preference points in Cluster 1 will be awarded.
  - b) The tenderer who scores the highest preference points in Cluster 2 will be awarded. However, if the highest scoring tenderer has been awarded in the previous Clusters, the department will pass over the highest scoring tenderer and award to the next highest scoring tenderer who has not been awarded subject to price negotiation
  - c) The tenderer who scores the highest preference points in Cluster 3 will be awarded. However, if the highest scoring tenderer has been awarded in the previous Clusters, the department will pass over the highest scoring tenderer and award to the next highest scoring tenderer who has not been awarded subject to price negotiation
  - d) The tenderer who scores the highest preference points in Cluster 4 will be awarded. However, if the highest scoring tenderer has been awarded in the previous Clusters, the department will pass over the highest scoring tenderer and award to the next highest scoring tenderer who has not been awarded subject to price negotiation
  - e) The tenderer who scores the highest preference points in Cluster 5 will be awarded. However, if the highest scoring tenderer has been awarded in the previous Clusters, the department will pass over the highest scoring tenderer and award to the next highest scoring tenderer who has not been awarded subject to price negotiation

## ANNEXURE B

**Previous/Current Contract** (*Documents and/or an extended list may be attached for further details*)

	Client Name	Nature of Service	Contract Value	Period of Contract	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTAL VALUE					

Signed on behalf of bidder:	Date:
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## ANNEXURE C

**PRESCREEN and VETTING** (Certified Copy of ID documents must be attached and/or an extended list may be attached for further details)

	Name of Security Personnel (Name and Surname)	Position	ID Number	Contact (Work / Cell Number)	Signature
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					

Signed on behalf of bidder:	Date:
-----------------------------	-------

## SECTION G

### NUMBERS AND GRADES OF SECURITY OFFICERS REQUIRED PER SITE

The security service must be rendered seven days a week including public holidays, twenty-four (24) hours a day on a two (2) shifts of twelve (12) hours per shift.

The posting of security personnel should be as follows:

#### CLUSTER 1

MEC Residence/s, uMgungundlovu District offices, Truro House, Durban Metro, Amajuba District offices and UMzinyathi District offices need **106** number of guards

INSTITUTION/ OFFICE	NUMBER OF GUARDS REQUIRED		
		Night Shift	Day Shift
<b>MEC Residences (8)</b>		<b>4</b>	<b>4</b>
MEC Residence	Area 1 (PMB)	02 armed guards	02 armed guards
MEC Residence	Area 3 (Nquthu)	02 armed guards	02 armed guards
<b>Ethekwini District (21)</b>		<b>11</b>	<b>10</b>
Truro House	Durban Metro Area 1	01 armed guards	01 armed guards
Ethekwini District Office	Durban Metro Area 1	02	02
Ethekwini Vet	Durban Metro Area 1	02	02
Ethekwini (Currie road)	Durban Metro Area 1	02	01
Inchanga Local Office	Durban Metro Area 1	02	02
Mbumbulu Local Office	Durban Metro Area 1	02	02
<b>UMgungundlovu District (22)</b>		<b>10</b>	<b>12</b>
Umgungundlovu District Office (Allerton Office)	Umgungundlovu Magisterial District Area 1&2	6	6
Kwagubeshe Stores	Umgungundlovu Magisterial District Area 1&2	2	2
South Service Centre( Hilton Office)	Umgungundlovu Magisterial District Area 1&2	2	4  (Mon-Fri) (1 Armed by SCM Section) (2 guards on weekends and holidays)

INSTITUTION/ OFFICE	NUMBER OF GUARDS REQUIRED		
		Night Shift	Day Shift
<b>Amajuba District (20)</b>		<b>10</b>	<b>10</b>
Amajuba District Office	Amajuba District Area 3 Magisterial	2	2
Newcastle Local Office	Amajuba District Area 3 Magisterial	2	2
Utrecht Local Office	Amajuba District Area 3 Magisterial	2	2
Dannhauser Local Offices	Amajuba District Area 3 Magisterial	2	2
Mafahlawane Stores	Amajuba District Area 3 Magisterial	2	2
<b>Umzinyathi District (35)</b>		<b>18</b>	<b>17</b>
UMzinyathi District Office	Umzinyathi District Area 3 Magisterial	2	2
Dundee Research Station	Umzinyathi District Area 3 Magisterial	8 (3 Armed)	8 (3 Armed)
Nqutu Local Office	Umzinyathi District Area 3 Magisterial	2	2
Umsinga Local Office	Umzinyathi District Area 3 Magisterial	2	2
Muden Sub Office	Umzinyathi District Area 3 Magisterial	2	1
Umvoti Local Office	Umzinyathi District Area 3 Magisterial	2	2

**Public Liability Cover insurance R2 500 000.00** (Two Million Five hundred thousand Rand)

**BIDDER'S SIGNATURE:** \_\_\_\_\_

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

<sup>1</sup> The price quoted is for the twelve hour shift.

<sup>2</sup> The monthly cost should include all additional (Non-wage) costs

<sup>3</sup> The monthly cost per office is calculated by multiplying number of guards with the unit price.

Bidders must provide the breakdown of the cost provided in the above table for each institution that they tendered. Bidders may reproduce copies of this page in order to provide the breakdown for each institution.

**ANNEXURE D: (1)****AREA 1**

**BREAKDOWN OF COSTING FOR MEC RESIDENCES, UMGUNGUNDLOVU DISTRICT OFFICES,  
TRURO HOUSE, DURBAN METRO, AMAJUBA DISTRICT AND UMZINYATHI DISTRICT (CLUSTER 1)**

**NAME OF BIDDER.....**

**TOTAL COST PER MONTH**

Description		Grade	
		C	
<b>MONTHLY SALARY</b>			
<b>HOURLY EQUIVALENT RATE</b>			
<b>Ordinary time:</b>	i) Primary Sec Officer		
	ii) Relief Sec Officer		
Grade "C" premium			
Sunday pay premium			
Public holiday premium			
Leave provision			
Sick Pay			
Study leave			
Family respons. Leave			
Night shift allowance			
Provident fund			
Bonus			
Area 3 premium			
Special Allowance for Armed Security officer			
<b>SUB TOTAL</b>			
UIF			
COID/WCA			
Uniform			
Training			
Cleaning Allowance			
<b>TOTAL DIRECT COST</b>			
Share of overheads			
<b>TOTAL COST PER MONTH</b>			

Bidders must provide the breakdown of the cost provided in the above table for each institution that they tendered. Bidders may reproduce copies of this page in order to provide the breakdown for each institution.

**ANNEXURE D: (2)****AREA 3**

**BREAKDOWN OF COSTING FOR MEC RESIDENCES, UMGUNGUNDLOVU DISTRICT OFFICES,  
TRURO HOUSE, DURBAN METRO, AMAJUBA DISTRICT AND UMZINYATHI DISTRICT (CLUSTER 1)**

**NAME OF BIDDER.....**

**TOTAL COST PER MONTH**

Description		Grade	
		C	
<b>MONTHLY SALARY</b>			
<b>HOURLY EQUIVALENT RATE</b>			
<b>Ordinary time:</b>	i) Primary Sec Officer		
	ii) Relief Sec Officer		
Grade "C" premium			
Sunday pay premium			
Public holiday premium			
Leave provision			
Sick Pay			
Study leave			
Family respons. Leave			
Night shift allowance			
Provident fund			
Bonus			
Area 3 premium			
Special Allowance for Armed Security officer			
<b>SUB TOTAL</b>			
UIF			
COID/WCA			
Uniform			
Training			
Cleaning Allowance			
<b>TOTAL DIRECT COST</b>			
Share of overheads			
<b>TOTAL COST PER MONTH</b>			

**ANNEXURE D: (3)**

**BREAKDOWN OF COSTING FOR MEC RESIDENCES, UMGUNGUNDLOVU DISTRICT OFFICES, TRURO HOUSE, DURBAN METRO, AMAJUBA DISTRICT AND UMZINYATHI DISTRICT (CLUSTER 1)**

OFFICES		Night <sup>1</sup> Shift	Day <sup>1</sup> Shift	UNIT COST PER MONTH <sup>2</sup> (R)	TOTAL COST (PER OFFICE) (R) 36 MONTHS
MEC Residence	Area 3 (Nquthu)	02 Armed			
			02 Armed		
MEC Residence	Area 1 (PMB)	02 Armed			
			02 Armed		
<b>EThekwini District</b>					
Truro House		01 Armed			
			01 Armed		
Ethekwini District Office		02			
			02		
Ethekwini Vet		02			
			02		
Ethekwini (Currie road)		02			
			01		
Inchanga Local Office		02			
			02		
Mbumbulu Local Office		02			
			02		
<b>UMgungundlovu District</b>					
Umgungundlovu District Office		06			
			06		
Kwagubeshe Stores		02			
			02		
South Service Centre( Hilton Office)		02			
			04 (Mon-Fri) (1 Armed by SCM Section) (2 guards on weekends and holidays)		



Amajuba District					
Amajuba District Office		02			
			02		
Newcastle Local Office		02			
			02		
Utrecht Local Office		02			
			02		
Dannhauser Local Offices		02			
			02		
Mafahlawane Stores		02			
			02		
UMzinyathi District					
UMzinyathi District Office		02			
			02		
Nqutu Local Office		02			
			02		
Umsinga Local Office		02			
			02		
Muden Sub Office		02			
			01		
Umvoti Local Office		02			
			02		
Dundee Research Station		8			
<b><u>Additional Requirements:</u></b> <ul style="list-style-type: none"><li>• Shotguns (1) day and Night</li><li>• Pistols (02) day and night</li><li>• Pepper Sprays (05)</li><li>• Quad Bike (1)</li></ul>		(3 Armed)	8 (3 Armed)		

**Public Liability Cover insurance R2 500 000.00** (Two Million Five hundred thousand Rand)

**BIDDER'S SIGNATURE:** \_\_\_\_\_

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

<sup>1</sup> The price quoted is for the twelve hour shift.

<sup>2</sup> The monthly cost should include all additional (Non-wage) costs

<sup>3</sup> The monthly cost per office is calculated by multiplying number of guards with the unit price.