



## agriculture & rural development

Department:  
Agriculture and Rural Development  
PROVINCE OF KWAZULU-NATAL

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

#### DESCRIPTION OF SERVICE: PROVISION OF SECURITY SERVICES IN THE DISTRICT OFFICES AND INSTITUTIONS LOCATED AT THE SOUTH CENTRE FOR A PERIOD OF 36 MONTHS

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

#### Compulsory briefing session:

Venue	Owen Sithole College (OSCA) Empangeni	Pietermaritzburg (Cedara)
Date	29 August 2017	31 August 2017
Time	10h00	10h00

One- person Business Sole Trader	
Close Corporation	
Incorporated Company	
Private Company	
Partnership	
Consortium /Joint Venture	
Co-operative	

#### Return of Bid:

<b>Pre-Qualification Criteria</b>
Only B-BBEE Level 1; EME or QSE bidders may respond to this bid

Bid 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 9172 before 11:00 am on the closing date 14 September 2017

#### Issued by:

The Department of Agriculture and Rural Development

1 Cedara Road

Cedara

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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**

**ANNEXURE A****STANDARD BID DOCUMENTATION****SBD 1****SECTION A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT</b>
--

**BID NUMBERS: ZNB 4253/17A; ZNB4254/17A; ZNB4255/17A; ZNB4256/17; ZNB4257/17A  
AND ZNB4258/17A**

**CLOSING DATE: 14 September 2017 CLOSING TIME: 11:00**

**DESCRIPTION: PROVISION OF SECURITY SERVICES IN THE DISTRICT OFFICES AND  
INSTITUTIONS LOCATED AT THE SOUTH CENTRE FOR 36  
MONTHS**

**VALIDITY PERIOD: ONE HUNDRED AND TWENTY (120) DAYS**

**CENTRAL SUPPLIER DATABASE REGISTRATION NO (CSD): .....**

**BID DOCUMENTS MAY BE POSTED TO:**

THE DIRECTER: SUPPLY CHAIN MANAGEMENT  
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, PRIVATE BAG X9059,  
PIETERMARITZBURG, 3200

OR

**DEPOSITED IN THE BID BOX SITUATED AT:**

SUPPLY CHAIN MANAGEMENT BUILDING  
1 CEDARA ROAD  
CEDARA

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT  
ADDRESS. IF THE BID IS LATE, IT WILL NOT BE ACCEPTED FOR CONSIDERATION.**

The bid box is open 24 hours a day, 7 days a week.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)**

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT  
AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL  
CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL  
CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER: .....

POSTAL ADDRESS: .....

STREET ADDRESS: .....

TELEPHONE NUMBER: .....

CELLPHONE NUMBER: .....

FACSIMILE NUMBER: .....

E-MAIL ADDRESS: .....

VAT REGISTRATION NUMBER: .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES ☐ or NO ☐ [TICK THE APPLICABLE BOX]

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES ☐ or NO ☐ [TICK THE APPLICABLE BOX]

IF YES, WHO ISSUED THE CERTIFICATE? [TICK THE APPROPRIATE BOX BELOW]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT ..... ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR..... ☐

A REGISTERED AUDITOR ..... ☐

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE SERVICES OFFERED?  
.....YES or NO ☐ [TICK THE ☐ APPLICABLE BOX]

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER: .....

DATE: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE: ..... TOTAL NUMBER OF ITEMS OFFERED: .....

SBD 2

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
  2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
  3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
  4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
  5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
  6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.efiling.co.za](http://www.efiling.co.za)
- Jeyrel:\Mk416-SBD2 tax clearance

**SECTION C****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.

SBD 3.3

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....

CLOSING TIME 11:00

CLOSING DATE 14 September 2017..

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

BID NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY (all applicable taxes included)
ZNB4253/17A	Provision of Security Services at Harry Gwala District	
ZNB4254/17A	Provision of Security Services EThekweni at District	
ZNB4255/17A	Provision of Security Services at Umgungundlovu District	
ZNB4256/17A	Provision of Security Services at UGu District	
ZNB4257/17A	Provision of Security Services at UThukela District	
ZNB4258/17A	Provision of Security Services at ILembe District	

Official Company  
Stamp

.....

Signature

## SBD 4

**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:
- Name of person / director / trustee / shareholder/ member: .....
- Name of state institution at which you or the person connected to the bidder is employed: .....
- Position occupied in the state institution: .....
- Any other particulars:
- .....
- .....
- .....
- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
- 2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- 2.7.2.2 If no, furnish reasons for non-submission of such proof:
- .....
- .....
- .....
- 2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**
- 2.8.1 If so, furnish particulars:
- .....
- .....
- .....
- 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 2.9.1 If so, furnish particulars.
- .....
- .....
- .....
- 2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between **YES/NO**

any other bidder and any person employed by the state  
who may be involved with the evaluation and or adjudication  
of this bid?

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

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

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

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

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

### 4 DECLARATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SBD 6.1

## 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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price 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) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
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:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 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		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm.....

8.2 VAT registration number:.....

8.3 Company registration number.....

### 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

### 8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-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. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....

.....

## SBD 7.2

**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 .....

.....

2 .....

SBD 7.2

**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 .....

....

2 .....

**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:		

SBD 8

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

Js365bW

**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. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<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

**SBD 9**

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.

**SBD 9**

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

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

## SECTION J

## OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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

Site/building/institution involved: .....

Bid No: .....

Service: .....

\*\*\*\*\*

THIS IS TO CERTIFY THAT (NAME): .....

ON BEHALF OF: .....

VISITED AND INSPECTED THE SITE ON..... (DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**  
(PRINT NAME)

**DATE:** .....

.....  
**SIGNATURE OF DEPARTMENTAL REPRESENTATIVE**  
(PRINT NAME)

.....  
**DEPARTMENTAL STAMP:**  
(OPTIONAL)

**DATE:** .....

SBD11

**SECTION K****AUTHORITY TO SIGN A BID****A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors.....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 co-operative) .....

**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 anything 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.

**33. 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.

**ANNEXURE C****BID SPECIFICATION AND TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES IN SOUTH REGION FOR THE PERIOD OF (36) MONTHS****1. BACKGROUND**

The KwaZulu-Natal Department of Agriculture and Rural Development herein after referred to 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 and or vandalism consequently 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 and Grade D security officers to provide twenty- four (24) hours security service to the offices and institutions of the South Region of the Department of Agriculture and Rural Development 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 the District where the respective institutions is situated. The Contractor shall be responsible for the transportation of its staff to and from departmental sites. The Contractor shall further ensure vehicle/s are available on premises at all times for use in transporting officers to their posts, emergencies and routine patrols.
2. The Contractor shall tender rates as listed in the Annexure D: 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 and Section H. The officers acting as Guard Commander on the premises when indicated must be at least an armed Grade C officer.
4. The following certificates must be readily available, as proof of this shall be a requirement of this contract and must be produced by the successful bidder.
  - 4.1 A certified copy of the certificates from the Private Security Industry Regulatory Authority (PSIRA) must be attached for each officer to be utilized under this contract. All the officers must comply with the Security Industries minimum standard of education.
  - 4.2 All security officers must also have attended and passed a security course at one of the official training centres recognized by the Department of Labour.
  - 4.3 Certified copy of all the firearm licences in possession of the Security Company which will be utilised under this contract.
5. The Contractor shall comply with the Private Security Industry Regulatory Act No. 56 of 2001 and Regulation of 2002, the Occupational Health and Safety Act No. 85 of 1993, the conditions of employment as contained in Government Basic Conditions of

Employment Act No. 75 of 1997, as amended in the Government Gazette and any subsequent amendments thereafter and any other applicable legislation.

6. The hours or shifts that the security officers are required to work are as follows:
  - 6.1 Monday - Saturday
    - 06:00 to 18:00 - Day Shift
    - 18:00 to 06:00 - Night Shift
  - 6.2 Sundays plus Public Holidays
    - 06:00 to 18:00 - Day Shift
    - 18:00 to 06:00 - Night Shift
7. On each working day the first or second level supervisor must make contact with the Project Management on the site in order to verify and handle mutual complaints, problems, bottle-necks and requests concerning the rendering of service. At least once a month formal discussions must be held, minutes of which must be kept by the Project Manager. No security personnel are allowed to do continuous duty for longer than twelve hours.
8. The Contractor shall supply a list of names of the security officers who will be performing duties at the premises per week to the nominated Departmental contact person per premises, herein after referred to Project Manager, at least a week in advance.
9. The Contractor shall be responsible for ensuring that security guards are on duty timeously and are present at all times as per Security requirements listed in section H. At least one officer at each site must be armed with firearm at all times during the night shift. The Contractor shall ensure that two relief officers for each shift are available within two hours.
10. Horse patrols instead of Quad bike will be at the Contractors own risk and cost. The horses will have to be dosed, inoculated and housed at the Contractor's cost. The State Vet will monitor the humane use and health of the animals. The Contractor will carry out all reasonable instructions and recommendations made by the State Vet. Should a

difference of opinion arise regarding the execution of such an instruction or recommendation, the State Veterinarian will have the authority to preclude the Contractor from immediate further use of the animals on the premises. The animals must then be removed from the premises within 14 days. The use of horse does NOT exempt the Contractor of the obligation to have a vehicle on site at all times.

11. The Contractor shall not cede or assign its rights or obligations under this agreement.
12. Notwithstanding any clause in the General Condition of the Contract, the sub-contracting of the guarding services on the guarded sites is strictly prohibited. The prohibition is extended to all services provided in terms of this contract unless specifically excluded.

**SECTION B:****CODE OF CONDUCT**

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

8. Security officers must be properly seated, standing or roving when on duty. The practice of leaning against buildings, or sitting/lying on the floor will not be accepted. Security officers may not eat or drink outside of the guard room, or in view of the general public or smoke whilst attending officials or member of the general public. Security officers are required at all times make use of appropriate toilet facilities for the performance and completion of their ablutions. Urination and defecation in any other area - especially in the proximity of domestic livestock, behind buildings and alongside main access roads used by the public, will not be tolerated or accepted.
9. Monthly report of Incidents must be provided to the Department by latest the 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 Departmental 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;
- 1.2. Baton;
- 1.3. Handcuffs;
- 1.4. Firearms and ammunition (where stipulated);
- 1.5. Boots;
- 1.6. Uniforms;
- 1.7. Identification cards;
- 1.8. Whistle;
- 1.9. Pocket book;
- 1.10. Pen; and
- 1.11. Torch (at night).

**2. Occurrence Book**

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

or unlocked.

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

### **3 Admission Control Registers or Forms**

- 3.1 Purpose: The purpose of the admission control register is to have information available at all times regarding persons and vehicles that enter or leave the complex outside of normal working hours, in case occurrences should take place which might lead to a judicial enquiry. All completed forms / registers must be handed to the Project Manager for safe keeping.
- 3.2 This register must be completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:
  - 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 visitors 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**

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

It is therefore a compulsory requirement and condition of this 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 sub letted, the bidder must submit a certified copy of the subletting agreement with the license holder together with the proof that the signatory to the agreement is the holder of the valid license. Failure to submit the copy of the valid license or subletting agreement will result in the 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 shall be employed on the Department sites.
2. All security officers are to be in full time employment of the Contractor who shall be liable for payment of their compensation.
3. Male and female security officers may be deployed at the sites. However where certain deployment has preferences, this will be discussed and agreed to between the Department and the Contractor. This is particular to cases of access control where body searches must be done. In such situations gender deployment is necessitated by the requirement that persons/ visitors may only be searched by a guard of their own gender.
4. The Contractor shall provide the security personnel required for the successful rendering of the service per premises as per 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.

**5.2 Security Guards**

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

## **6. Supervisors and Security Guards**

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

## **7. Duty List**

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

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

## 8. **Duty Sheet**

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

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

## 9. **Patrol Duties**

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

9.2 Check and report on the following aspects:

9.2.1 Condition of perimeter fences;

9.2.2 External doors that are not locked after hours;

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

9.2.4 Windows that are broken;

9.2.5 Security of all storage areas; and

9.2.6 Vehicles which are left in parking areas over night.

**SECTION E:****GENERAL REQUIREMENTS****1 Lost Articles**

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

**2 Labour Unrest Incidents**

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

**3. Checking of Service**

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

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

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

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

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

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

#### **5. Damages and Losses**

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

## 5. Third Party / Public Liability Insurance

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

## 7. Use of Department Equipment, Facilities etc

- 7.1 The Contractor may not, unless otherwise specified, make use of any of the Department's equipment, and/or property, including inter alia vehicles, stationery, firearms, rooms and furniture for purposes of compliance with the conditions. The Contractor shall be responsible for the payment of telephone calls made by his/her personnel.
- 7.2 The water and electricity required for the rendering of the services, shall be provided free of charge by the Department.
- 7.3 The Contractor shall ensure that Departmental property is not misused (e.g. Furniture, telephones, Vehicles, etc).
- 7.4 Should the Contractor's staff make use of ablution facilities, these should be kept clean at all times.

- 8. **Emergency Plan.** The Contractor is responsible for the training of his personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site.

- 9. **Access to site.** All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions, will be provided.

**10. Conduct of contractor and contractor's employees**

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

**14. Termination of Service**

- 14.1 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.

- 14.2 The contract will be terminated immediately should:-

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

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

- 14.3 The Contractor must notify and remove the Employee immediately should any member of his/her security personnel no longer meet the requirements or conditions of the Security Officers Act, No.56 of 2001.

- 14.4 Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Department of Agriculture and Rural Development

- 14.5 Should the Contractor alienate his/her rights and liabilities in terms of this contract, he/she must notify the Department of Agriculture and Rural Development immediately so that the necessary steps for the cessation of the contract can be taken.

- 14.6 Apart from the immediate termination described in paragraph 14.2 the Department reserves the right to terminate the contract upon issuing of one month written notice should the needs of the Department change during the contract period.

**15. Recruitment of Department Employees**

The Contractor shall not recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

**16. Radio Licence/s and Number of Radios required at the Centre**

- 16.1 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.

- 16.2 Every guard point must have at least one two way radio.

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

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

**18. The following must be submitted with the bid:**

- 18.1 Certified copy of Third Party/Public Liability Insurance contract/ quotation
- 18.2 Copy of Utility Bill/s for Satellite Office/s
- 18.3 Certified Copies of Security Training Certificates
- 18.4 Certified copies of, where applicable: Notice of Registered Office and Postal Address of Company (CM 22), contents of Register of Directors, Auditors and Officers (CM 29), Articles of Association Memorandum of Association (CM2), Certificate to Commence Business (CM 46), Founding Statement (CK 1, Trust Deed, Constitution, Joint Venture/ Consortium Agreements.
- 18.6 Firearm License for the Company and for each firearm to be utilized.
- 18.6 Radio License Certificate
- 18.7 Certified Private Security Industry Regulatory Authority Certificate
- 18.8 Certified Copy of ICASA Certificate
- 18.9 UIF Registration
- 18.10 Workmen's Compensation fund
- 18.11 Code of Conduct for Security Guards
- 18.12 Certified copy of ID documents (Directors)
- 18.13 Banking Details. Must be filled in. A letter from the bank or an original bank stamp to be furnished or a cancelled cheque must be submitted. In case of JV each Entity must submit separately.
- 18.14 Financial Report on Bank's official letterhead or original stamp on the form. In case of the Joint Venture agreement each party to the said JV entity must Submit this schedule separately.
- 18.15 Original valid tax clearance. In the case of a Joint Venture/Consortium each Entity must submit a tax clearance certificate separately.
- 18.16 A letter of good standing from PSIRA (not older than 1 year) for both the company and the owner
- 18.17 A letter of good standing from COIDA (not older than 3 months)

- 18.18 Bid entity profile indicating the holding company, subsidiaries, percentage shareholding of subsidiaries, management participation, lead partners and equity ownership. Enclose certified identity documents of all directors, members, trustees, partners and owners in respect of the entity.
- 18.19 Authority to sign a Bid (Please note that with the exception of a Sole Proprietor, the resolution to sign the bid passed by members, Board of Directors or partners, trustees and co-operatives must be furnished.)
- 18.20 Bill of costing. All the items in Annexure D must be priced individually, failing which, the bid will be disqualified. The amount on this schedule must also be transferred to SBD 3.3.
- 18.21 Submission of B-BBEE status level verification certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor.

## 19. **Category of Security Officers**

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

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

## 20. **Compensation**

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

20.1.1 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.

20.1.2 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.

## 20.2 Pro rata decrease of compensation

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

20.2.2 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.

## 20.3 Minimum Wages

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

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

## 21. **Curtailment of Service**

21.1 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.

21.2 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.

21.3 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.

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

**22. Information required from bidder**

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

22.1 Location of Headquarters.

22.2 Location of Regional Offices.

**23. Turns of duty**

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

**24. Site meeting**

It is compulsory for the bidder to attend the site inspection meeting on the date and time as published. Failure to do so will invalidate the bidder's offer.

**25. Records**

The Contractor must keep proper:

25.1 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.

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

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

**26. Identification**

26.1 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:

26.1.1 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.

26.1.2 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.

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

**27. Informed Perspective**

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

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

**28 False Declaration**

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

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

**29 Validity of Bids**

29.1 Bids must hold good for a period of 120 days from the date of closing of the bid. However, circumstances may arise whereby this Department may request the bidder to extend the validity period under the same terms and conditions as originally tendered for by bidders.

**30 Contract Period**

- 30.1 The contract shall remain in force for a period of three years (36 months) from the date of award.
- 30.2 The Department reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of this contract.

**31 Extension of Contract**

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

**32 Pricing**

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

**33. Purchase Orders**

- 33.1 Services shall be rendered only upon receipt of a written official purchase order from the Department of Agriculture and Rural Development. Accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

- 33.2 If purchase orders cannot be executed within the period mutually agreed upon, the Service Provider shall inform the Department of Agriculture and Rural Development in writing, detailing the reasons for the delay within seven (7) days.

34. **Payment and Invoicing**

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

35. **Cancellation of Bid.**

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

36. **Communication**

- 36.1 All correspondence with regard to this bid must be addressed or hand delivered to the:-  
The Senior Manager: Supply Chain Management  
Private Bag X9059  
**PIETERMARITZBURG**  
3200

**Attention:** Mr L Dlamini

**Telephone number :** (033) 355 9172

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

**Attention:** Mr R Maharajee

**Telephone number** (035) 780 6727

37. **Reporting of Irregularities**

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

**38 Unsatisfactory Performance**

- 38.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 38.2 In the event of the Contractor failing to comply with its obligations under this agreement for which no specific remedy has been provided the Department may, by written notice addressed to the Contractor, require the Contractor to remedy its breach within a specified period. If the Contractor fails to remedy its breach within the aforesaid period, the Department may, without prejudice to any other rights it may otherwise have against the Service Provider, exercise all or any number of the following rights:—
39. claim specific performance of the obligations of the Contractor; or
40. appoint any other person or persons to undertake the services contemplated herein, in which event the Contractor shall be held liable for the costs incurred in the appointment of such person or persons as well as any other related costs;
41. cancel this agreement and recover damages for breach of contract from the Contractor

**39. Remedies in the case of Incorrect or False Information**

- 39.1 Should a Bidder be awarded a contract on the basis of a misrepresentation or false information, the Department, in addition to instituting legal action, will :-
- 39.1.1 Recover any costs or damages which it may have suffered as a result of the inclusion in the contract, and/or
- 39.1.2 Cancel the contract and recover any loss which the Department of Agriculture and Rural Development may have suffered as a result of having to make less favourable arrangements.

**40. Cession of Contract**

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

**41. Appeals Procedures**

- 41.1 Appeals must be lodged in terms of the appeal procedure prescribed in KZN SCM Practice Note No. 7 of 2006.

**42. Acceptance of Bids**

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

**43. Joint Venture/Consortium**

- 43.1 Any bid submitted by a Joint Venture / Consortium must be accompanied by a copy of the Joint Venture Agreement. Such agreement must specify the percentage of the bid to be undertaken by each participating entity.
- 43.2 Parties to the Joint Venture/ Consortium must all sign the Joint Venture Agreement and the minutes of the meeting must be submitted with the bid at the closing date.
- 43.3 Should the parties enter into a Joint Venture, the Joint Venture Agreement should reflect a lead partner and the following information also be furnished :
- 43.3.1 Bank account to be used for the purpose of this Bid or Contract.
- 43.3.2 Authorised representative and signatory
- 43.3.3 Authority letterhead, address etc.

**44.Completion and Submission of Application for Preference Points Claim**

- 44.1 In order to qualify for preference points, bidders are to complete **SBD 6.1** document where applicable. Failure by the bidder to provide all relevant information required will result in the bid not being considered for the allocation of preference points. If the information required is not applicable to the business, clearly insert the symbols “N/A” in the appropriate space.
- 44.2 Each party to a Joint Venture / Consortium submitting a bid must complete and submit a separate SBD6.1 together with the bid before the closing date and time of the bid.
- 44.3 Any bidder who is claiming preference points in terms of the Preferential Procurement Regulations 2011 must submit together with this bid, their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

**45 Completeness of the Bid**

- 45.1 Bids will only be considered if the bid document is correctly completed in all respects and accompanied by all relevant certificates and other necessary and applicable information.
- 45.2 Bidders can opt to bid for one (1) or some districts listed on **Section G**, without making bid incomplete.

**46 Submission of Bid**

- 46.1 Bids are to be submitted to the Supply Chain Management building in the Department of Agriculture and Rural Development, Cedara Main Building, 1 Cedara Road, Cedara, on or before 11:00 am on the closing date. All bids are to be deposited in the bid box situated at Supply Chain Management. **Late bids will not be accepted.**
- 46.2 All bids, once submitted, become the property of the Department and thus will not be returned to the Bidders. Bidders will retain all ownership rights in any intellectual property contained in the bid.

**47 Expenses incurred in preparation of bids.**

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

**48 Equal Opportunity Employer**

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

**49 Oath of Secrecy**

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

**50 Computerized Bid Documents**

- 50.1 Submission of reproduced computer printouts or fax bid documents will not be accepted.

**51 Late Bids**

- 51.1 Bids are late if they are received at the bid box after the closing time/date.  
51.2 The bid box will be sealed off at 11:00. Late bids shall not be considered.

**52 Notification of Award of Bid**

- 52.1 Notification of award of a bid shall be in writing to the successful bidder by a duly authorised official of the department.  
52.2 The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.  
52.3 The publication of the intention to award will be advertised in the same media as the invitation to bid

**53 Contract and Service Level Agreement**

- 53.1 The successful bidder will be required to sign a contract and Service Level Agreement within 30 days of the award, with the KwaZulu-Natal Department of Agriculture and Rural Development.  
53.2 The successful bidder will be required to submit a Public Liability Insurance prior to signing of Service Level Agreement

**54 Use of Bid Document**

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

## SECTION F

### 1. DISQUALIFYING FACTORS AND RETURNABLE DOCUMENTS:

- 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 rate 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 initialled.
  - 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 minimum twenty (20) of which six (6) of them must be short guns.
  - 1.4.2 Company Registration Certificate
  - 1.4.3 Radio License Certificate not older than 3 months
  - 1.4.4 UIF, letter of good standing not older than 12 months from Department of Labour
  - 1.4.5 Public Liability Cover insurance / Public Liability Cover Insurance Quotation not less than 10 million rand
  - 1.4.6 A letter of good standing from PSIRA (not older than 12 months for both the company and the owner)
  - 1.4.7 Proof of ownership of vehicle (*certified copy of Disc/ log book*) or an authentic Lease Agreement between bidder and leaser for the vehicle required to render the service for the entire duration of contract
  - 1.4.8 A letter of good standing for COIDA (Workmen’s Compensation Fund) from Department of Labour not older than 12 months
  - 1.4.9 Copy of the Tax Compliance Pin number from SARS. In the case of Joint Venture/Consortium each Entity must submit a tax clearance certificate separately.
  - 1.4.10 Letter of good standing from the Provident Fund not later than twelve months (12)

## 2. Functionality

2.1 Functionality will be assessed separately from the 80/20 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 80/20, where 80 points shall be used for pricing scores only, and the 20 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 24 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 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. Service providers will be measured on a scale of 1 to 4 within each of the elements below.

	EVALUATION MATRIX	Points %	Means of Verification	Score
1	<b>Locality of the service provide</b> <ul style="list-style-type: none"> <li>Office of operations within the borders of the KwaZulu-Natal Province that you are bidding for. = 10 points</li> <li>No office of operations within the borders of KZN that you are bidding for =0 points</li> </ul>	10	Municipality Bill, Business Letters or Lease Agreements	
2	Financial viability of the bidder	10	A letter of good standing from a recognized financial institution ,Credit facility	

			from approved financial institution or trading institution to be attached	
3	<b>Public Liability Cover insurance</b> ❖ Existing Public Liability Cover insurance = 20 points ❖ Quotation = 10 points	20	Public Liability Cover insurance/ Quotation	
4	Each Director/Owner of the company has a grade B Security Certificate	20	Grade B Security Certificate	
5	Affiliation of director(s) or company owner to Military Veterans	15	Certified copy from the Department of Military Veterans	
6	Demonstrable experience of the prospective service provider's engagement in similar work ❖ 2 Contract = 10 points ❖ 3 Contracts = 15 points ❖ 4 Contracts = 20 points ❖ ≥ 5 Contracts = 25 points Documentary proof should not be older than 3 months (ref letter)	25	Documentary proof such as reference letters indicating value and period of the contract and Contact details	
	TOTAL	100%		

### 3. Award of contracts to tenderers not scoring highest points

The Department reserves the right to award the contract to a tenderer that did not score the highest points; provided that the award advances the empowerment of specific categories of designated groups.

### 4. General

4.1 The bid documents will be evaluated individually on score sheets, by a representative evaluation panel, according to the evaluation criteria indicated. All short-listed bidders may be invited to do a presentation on their proposals at their own cost, should it deem necessary for the Department to do so.

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

**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.

GRADE OF OFFICERS	NUMBER OF GUARDS REQUIRED	
	NIGHT SHIFT	DAYSHIFT
GRADE C	1	1
GRADE D	51	39
GRADE E	0	0

The posting of security personnel should be as follows:

INSTITUTION/ OFFICE	NUMBER OF GUARDS REQUIRED	
	Night Shift	Day Shift
<b>HARRY GWALA ( SISONKE) DISTRICT</b>		
1. Ixopo Local Office	1	1
2. Ixopo District Office	1	1
3. Hlanganani Local Office	2	1
4. Umzimkhulu Local Office	3	2
5. KwaThathane Local Office	2	1
6. Jolivet Ward Office	1	1
7. Hlokozi Ward Office	1	1
8. Kokstad Research Station	10	5
<b>ETHEKWINI DISTRICT</b>		
9. Ethekwini Vet Offices	1	1
10. Umbumbulu Local Office	1	1
11. Inchanga Local Office	2	1
<b>UMGUNGUNDLOVU DISTRICT</b>		
12. Allerton Offices	3	4
13. Cascades Enviro Services	2	1
14. Regional Office	1	2

<b>UGU DISTRICT</b>		
15. Vulamehlo Local Office	1	1
16. Nyangwini Training Centre	1	1
17. Umzumbe Local Office	1	1
18. Izingolweni Local Office	1	1
19. Esperanza Ward Office	1	1
20. Port Shepstone District Office	1	1
<b>UTHUKELA DISTRICT</b>		
21. Pieters District Office	2	2
22. Loskop Local Office	2	2
23. Bergville Local Office	2	2
24. Estcourt Local Office	2	1
<b>ILEMBE DISTRICT</b>		
25. Stanger District Office	1	1
26. Maphumulo Local Office	2	1
27. Ndwedwe Local Office	2	1
28. Umsunduze Training Centre	2	1
<b>TOTAL</b>	<b>52</b>	<b>40</b>

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

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

**ANNEXURE D**  
**PRICING STRUCTURE**

**ZNB4253/17A PROVISION OF SECURITY SERVICES IN HARRY GWALA DISTRICT**

Bidders must provide the breakdown of the cost provided in the above table for each institution that they tendered.

Breakdown of Costing	Grade	
	C	D
<b>MONTHLY SALARY IN RANDS</b>		
Direct Cost		
Share of overheads (including profit)		
<b>COST PER MONTH</b> (this amount must be transferred to unit cost below)		

Bidders may reproduce copies of this page in order to provide the breakdown for each institutions.

**PRICING STRUCTURE FOR HARRY GWALA (SISONKE) DISTRICT**

OFFICES	Night Shift	Day Shift	UNIT COST PER MONTH (R)	MONTHLY COST (PER OFFICE) (R)
Ixopo Local t Office	1	1		
Ixopo District Office	1	1		
Hlanganani Local Office	2	1		
Umzimkhulu Local Office	3	2		
KwaThathane Local Office	2	1		
Jolivet Ward Office	1	1		
Hlokozi Ward Office	1	1		
<b>SUB TOTAL ( Excluding Vat)</b>				
<b>VAT</b>				
<b>GRAND TOTAL</b>				

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

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

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

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

**PRICING STRUCTURE****ZNB4253/17A PROVISION OF SECURITY SERVICES IN HARRY GWALA DISTRICT**

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.

Breakdown of Costing	Grade	
	C	D
<b>MONTHLY SALARY IN RANDS</b>		
Direct Cost		
Share of overheads (including profit)		
<b>COST PER MONTH</b> (this amount must be transferred to unit cost below)		

**PRICING STRUCTURE FOR KOKSTAD RESEARCH STATION**

OFFICES	Night Shift	Day Shift	UNIT COST PER MONTH <sup>2</sup> (R)	MONTHLY COST (PER OFFICE) (R)
Kokstad Research Station	10	5		
<b>SUB TOTAL</b> ( Excluding Vat)				
<b>VAT</b>				
<b>GRAND TOTAL</b>				

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

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

**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.

**PRICING STRUCTURE****ZNB4254/17A PROVISION OF SECURITY SERVICES IN ETHEKWINI DISTRICT**

Bidders must provide the breakdown of the cost provided in the above table for each institution that they tendered

Breakdown of Costing	Grade	
	C	D
<b>MONTHLY SALARY IN RANDS</b>		
Direct Cost		
Share of overheads (including profit)		
<b>COST PER MONTH</b> (this amount must be transferred to unit cost below)		

Bidders may reproduce copies of this page in order to provide the breakdown for each institution.

**PRICING STRUCTURE FOR ETHEKWINI DISTRICT**

OFFICES	Night Shift	Day Shift	UNIT COST PER MONTH (R)	MONTHLY COST (PER OFFICE) (R)
EThekwinI Vet Offices	1	1		
Umbumbulu Local Office	1	1		
Inchanga Local Office	2	1		
<b>SUB TOTAL</b> ( Excluding Vat)				
<b>VAT</b>				
<b>GRAND TOTAL</b>				

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

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

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

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

**PRICING STRUCTURE****ZNB4255/17A PROVISION OF SECURITY SERVICES IN UMGUNGUNDLOVU DISTRICT**

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.

Breakdown of Costing	Grade	
	C	D
<b>MONTHLY SALARY IN RANDS</b>		
Direct Cost		
Share of overheads (including profit)		
<b>COST PER MONTH</b> (this amount must be transferred to unit cost below)		

**PRICING STRUCTURE FOR UMGUNGUNDLOVU DISTRICT**

OFFICES	Night Shift	Day Shift	UNIT COST PER MONTH (R)	MONTHLY COST (PER OFFICE) (R)
Allerton Offices	3	4		
Cascades Enviro Services	2	1		
Regional Office	1	2		
<b>SUB TOTAL</b> ( Excluding Vat)				
<b>VAT</b>				
<b>GRAND TOTAL</b>				

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

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

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

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

**PRICING STRUCTURE****ZNB4256/17A PROVISION OF SECURITY SERVICES IN UGU DISTRICT**

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.

Breakdown of Costing	Grade	
	C	D
<b>MONTHLY SALARY IN RANDS</b>		
Direct Cost		
Share of overheads (including profit)		
<b>COST PER MONTH</b> (this amount must be transferred to unit cost below)		

**PRICING STRUCTURE FOR UGU DISTRICT**

OFFICES	Night Shift	Day Shift	UNIT COST PER MONTH (R)	MONTHLY COST (PER OFFICE) (R)
Vulamehlo Local Office	2	1		
Nyangwini Training Centre	1	1		
Umzumbe Local Office	2	1		
Izingolweni Local Office	2	1		
Esperanza Ward Office	1	1		
Port Sheostone District Office	1	1		
<b>SUB TOTAL ( Excluding Vat)</b>				
<b>VAT</b>				
<b>GRAND TOTAL</b>				

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

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

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

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

1

**PRICING STRUCTURE****ZNB4257/17A PROVISION OF SECURITY SERVICES IN UTHUKELA DISTRICT**

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.

Breakdown of Costing	Grade	
	C	D
<b>MONTHLY SALARY IN Rands</b>		
Direct Cost		
Share of overheads (including profit)		
<b>COST PER MONTH</b> (this amount must be transferred to unit cost below)		

**PRICING STRUCTURE FOR UTHUKELA DISTRICT**

OFFICES	Night Shift	Day Shift	UNIT COST PER MONTH (R)	MONTHLY COST (PER OFFICE) (R)
Pieters District Office	2	2		
Loskop Local Office	1	1		
Bergville Local Office	1	1		
Estcourt Local Office	1	1		
<b>SUB TOTAL ( Excluding Vat)</b>				
<b>VAT</b>				
<b>GRAND TOTAL</b>				

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

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

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

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

**PRICING STRUCTURE****ZNB4258/17A PROVISION OF SECURITY SERVICES IN ILEMBE DISTRICT**

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

Breakdown of Costing	Grade	
	C	D
<b>MONTHLY SALARY IN RANDS</b>		
Direct Cost		
Share of overheads (including profit)		
<b>COST PER MONTH</b> (this amount must be transferred to unit cost below)		

**PRICING STRUCTURE FOR ILEMBE DISTRICT**

OFFICES	Night Shift	Day Shift	UNIT COST PER MONTH (R)	MONTHLY COST (PER OFFICE) (R)
Stanger District Office	2	1		
Maphumulo Local Office	2	1		
Ndwedwe Local Office	2	1		
Umsunduze Training Centre	2	1		
<b>SUB TOTAL ( Excluding Vat)</b>				
<b>VAT</b>				
<b>GRAND TOTAL</b>				

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

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

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

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

