

**SECTION A
INVITATION TO BID**

SBD1

| | | | | | |
|--|--|----------------------|--|--|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (KZN DEPARTMENT OF TRANSPORT) | | | | | |
| BID NUMBER: | ZNB 0070/19T | CLOSING DATE: | 26 August 2021 | CLOSING TIME: | 11h00 |
| DESCRIPTION | PROVISION OF SECURITY SERVICES FOR: REGIONAL OFFICE& MLB (PMB) COST CENTRE PMB AND VULINDLELA; NOTTINGHAM RAOD; CAMPERDOWN; UMSHWATHI DEPOTS. ROAD TRAFFIC INSPECTORATE PMB (DLTC) &PTEU | | | | |
| BID RESPONSE DOCUMENTS MAY3 BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| THE FOYER | | | | | |
| DEPARTMENT OF TRANSPORT | | | | | |
| 172 BURGER STREET | | | | | |
| PIETERMARITZBURG | | | | | |
| 3201 | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Sandile Nkala | | CONTACT PERSON | Sanele Ndlovu / Gugu Hlabisa | |
| TELEPHONE NUMBER | 033 355 8975 | | TELEPHONE NUMBER | 033-392 6600 | |
| FACSIMILE NUMBER | 033 355 8091 | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | Sandile.Nkala@kzntransport.gov.za | | E-MAIL ADDRESS | Sanele.Ndlovu@kzntransport.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE UMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



transport

Department:
Transport
Province of KwaZulu-Natal

SECTION B

Tender Notice and Invitation to Tender

KWAZULU-NATAL DEPARTMENT OF TRANSPORT request Tender proposals from

It is envisaged that interested service providers, who are **in the Security Services Sector** and who satisfy criteria stated in the Tender Data, may submit Tender offers.

Prequalifying Criteria

1. The KwaZulu-Natal Department of Transport is applying pre-qualifying criteria for this bid in terms of Regulation 4 of the PPPFA Regulations, 2017. Only tenderers who meet the minimum pre-qualifying criteria will be considered for evaluation and award. The pre-qualifying criteria for this bid is as follows;
A tenderer having a Level 1 B-BBEE Status Level of Contributor;
A tenderer who is an EME or QSE; and
A tenderer who will sub-contract a minimum of 35% of the contract to an EME or QSE which is at least 51% owned by black people who are military veterans.
2. Any tenderer that fails to meet the minimum pre-qualification criteria will be deemed invalid.

Documents may be collected during working hours as from **Tuesday 13 July 2021 up until 25 August 2021**

NO COMPULSORY BRIEFING MEETING WILL BE HELD DUE TO COVID19 REGULATIONS

- Technical enquiries relating to this document may be addressed to Sanele Ndlovu, Tel. No. 033 355 392 6600: e mail Sanele.Ndlovu@kzntransport.gov.za
- Technical Enquiries relating to this document may also be addressed to Gugu Hlabisa, Tel No033 392 6600 or email Gugu.Hlabisa@kzntransport.gov.za

The closing time for receipt of tenders is **11h00 on 26 August 2021** at the offices of the **Department of Transport Located at 172 Burger Street Pietermaritzburg.**

Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

Tenders Proposals may only be submitted on the documentation that is issued.

KWAZULU-NATAL BID FORMS

| ANNEXURE A | STANDARD BIDDING DOCUMENT | PAGE |
|---------------------------------|--|-------------|
| SECTION A | INVITATION TO BID | 1 |
| SECTION B | TERMS AND CONDITIONS FOR BIDDING | 2-3 |
| SECTION C | SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID | 5 |
| SECTION D | REGISTRATION ON CENTRAL SUPPLIERS DATABASE | 6 |
| SECTION E | DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS | 7 |
| SECTION F | PRICING SCHEDULE – FIRM PRICES | 8 |
| SECTION G ANNEXURE B | DECLARATION OF INTEREST | 9-12 |
| SECTION H | OFFICIAL BRIEFING SESSION FORM | 13 |
| SECTION I | AUTHORITY TO SIGN A BID | 14-18 |
| SECTION J | CONDITIONS OF BID | 19-20 |
| SECTION K | SPECIAL CONDITIONS OF CONTRACT | 21-23 |
| SECTION L | SCHEDULE OF VARIATION FROM GOODS OR SERVICES INFORMATION | 24 |
| SECTION M | SCHEDULE OF ALTERNATIVE BIDS | 25 |
| SECTION N | THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME | 26-27 |
| SECTION O | PREFERENCE POINTS CLAIM FORM (SBD6.1) | 28-32 |
| SECTION P | DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICE | 33-34 |
| SECTION Q | CERTIFICATE OF INDEPENDENT BID DETERMINATION | 35-37 |
| ANNEXURE C | GENERAL CONDITIONS OF CONTRACT | 38-46 |
| ANNEXURE D | TERMS OF REFERENCE | 47-75 |

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.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. 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.
17. Bidder must initial each and every page of the bid document.

SECTION D

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

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

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

....., WHO REPRESENTS (state name of bidder)

.....

CSD Registration Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE :

**PRICING SCHEDULE – NON-FIRM PRICES
(SERVICES)**

NB: THE BIDDER MUST ENSURE TO ALSO USE A PRICING BREAKDOWN SCHEDULE ON PAGE 74 OF THE SPECIFICATION.

| | |
|--------------------------|-------------------|
| Name of Bidder..... | Bid number..... |
| Closing Time 11:00 | Closing date..... |

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

SUMMARY PRICING SCHEDULE

| Item No. | Description | Price | |
|---|--|-------|-----------|
| 01. | Provision of Security services for Pietermaritzburg Regional office; MLB, Cost Centre Pietermaritzburg; Vulindlela; Nottingham Road; Camperdown; Umshwathi Depots; Road Traffic Inspectorate Emkondeni (DLTC) Mountain Rise Pound and PublicTransport Enforcement Service(PTES). | R | Excl. Vat |
| Subtotal for All Offices For 36 Months | | | |
| VAT | | | |
| Total for All Offices For 36 Months | | | |
| TOTAL BID AMOUNT FOR ALL OFFICES FOR 36 MONTHS IN WORDS | | | |

Total = Fifty-six (56) guards required for the tender.

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

Bidder's Signature: _____

Date: ___/___/_____

Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will invalidate your tender/bid

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). 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 questions must be completed and submitted with the bid.

2.1. The names of all directors / trustees / shareholders² / members/individuals, their individual identity numbers, tax reference numbers to inserted in the table below. If applicable, employee / PERSAL numbers must be indicated in the last column.

| Full Name | Position held (shareholder, director, trustee, member, individual etc.) | Identity Number | Personal Income Tax Reference Number | State Employee Number / Persal Number |
|-----------|---|-----------------|--------------------------------------|---------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

If space provided is insufficient, details as specified above can be attached, however, this must be clearly indicated in this table

¹“State” means –

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

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

| | | | | | |
|---------|---|---------|--|----|--|
| 2.2. | Full names of bidder or his or her representative: | | | | |
| 2.3. | Identity Number: | | | | |
| 2.4. | Position occupied in the Company (Director, trustee, shareholder, member) | | | | |
| 2.5. | Registration number of company, enterprise, close corporation, partnership, agreement or trust | | | | |
| 2.6. | Tax reference number: | | | | |
| 2.7. | VAT Registration number: | | | | |
| 2.8. | <p>Are you or any person connected with the bidder presently employed by the state? Kindly mark the applicable answer with a tick ✓.</p> <p>If so, furnish the following particulars:</p> | | | | |
| 2.8.1. | <table border="1" data-bbox="1385 896 1522 1037"> <tr> <td data-bbox="1385 896 1458 949">YE S</td> <td data-bbox="1458 896 1522 949"></td> </tr> <tr> <td data-bbox="1385 956 1458 1010">NO</td> <td data-bbox="1458 956 1522 1010"></td> </tr> </table> <p>Name of person/director/trustee/shareholder/member:</p> | YE S | | NO | |
| YE S | | | | | |
| NO | | | | | |
| 2.8.2. | Name of state institution at which you or the person connected to the bidder is employed: | | | | |
| 2.8.3. | Position occupied in the state institution: | | | | |
| 2.8.4. | Any other particulars: | | | | |

| | | | |
|--------|---|---------|--|
| 2.9 | If you or any person connected with the bidder are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? Kindly mark the applicable answer with a tick √. | YE S | |
| | | NO | |
| | | N/A | |
| 2.9.1 | If yes, did you attach proof of such authority to the bid document? (Note: failure to submit proof of such authority, where applicable, may arise in the disqualification of the bid. Kindly mark the applicable answer with a tick √. | YE S | |
| | | NO | |
| 2.9.2 | If no, furnish reasons for non-submission of such proof: | | |
| 2.10 | Did you or your spouse, or any of the company's directors/ trustees/ members of their spouses conduct business with the state in the previous twelve months? Kindly mark the applicable answer with a tick √. | YE S | |
| | | NO | |
| 2.10.1 | If yes, furnish particulars: | | |
| 2.11 | 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 or adjudication of the bid? Kindly mark the applicable answer with a tick √. | YE S | |
| | | NO | |
| 2.11.1 | If yes, furnish particulars: | | |
| 2.12 | Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? Kindly mark the applicable answer with a tick √. | YE S | |
| | | NO | |
| 2.12.1 | If yes furnish particulars. | | |

| | | | |
|--------|--|-----|--|
| 2.13 | Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? Kindly mark the applicable answer with a tick ✓. | YES | |
| 2.13.1 | If yes, furnish particulars. | | |
| 2.13.2 | Have you or any of the directors / trustees / shareholders / members of the company or the company in general provided any gifts, rewards, awards, sponsorships, donations or hospitality to the department or any of its employees or their family in the last 12 months? Kindly mark the applicable answer with a tick ✓. | YES | |
| 2.13.3 | If yes, furnish particulars, including estimated value. | NO | |
| 3. | <p>DECLARATION</p> <p>I, THE UNDERSIGNED</p> <p>(NAME) _____</p> <p>CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT, AND I HAVE TAKEN REASONABLE DILIGENT STEPS (AS REQUIRED BY S76 OF THE COMPANIES ACT, 2011, WHERE APPLICABLE), TO ENSURE THAT THE INFORMATION PROVIDED IS CORRECT.</p> <p>I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.</p> <p>NAME OF BIDDER: _____</p> <p>POSITION: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p> | | |

SECTION H

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: DEPARTMENT OF TRANSPORT

Bid No: ZNB0070/19T

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 |
| |

SECTION I

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. 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 authorizing 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.....

B. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/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.....

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the

sole owner of the business trading as

.....

.....
SIGNATURE

.....
DATE

D. 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 authoriseto 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 |
|----------------------|----------------------|----------------------|

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 authorized representatives of the enterprises, authorizing 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 appears below) has 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:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)
SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)
SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)
SIGNATURE: **DATE:**

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing 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..... and Mr/Mrs..... (whose signatures appears below)
has 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:**

SECTION J

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

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

SIGNED ON THIS DAY OF 20 AT

.....
SIGNATURE OF BIDDER OR DULY AUTHORIZED REPRESENTATIVE NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY
NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....

POSTAL ADDRESS

.....

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION K

SPECIAL CONDITIONS OF CONTRACT

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

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 36 months contract

2. EVALUATION CRITERIA

There are three main stages in the selection process, namely, ensuring that bids comply with administrative requirements, Prequalifying criteria and the price and preference points.

2.1. Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to Q. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

| Criteria | Yes | No | Remarks |
|--|-----|----|---------|
| Section A - Invitation to Bid. | | | |
| Section B – Terms and Conditions for bidding | | | |
| Section C – Special instructions regarding completion of bid | | | |
| Section D – Registration on central suppliers' database | | | |
| Section E - Declaration that Information on Central Suppliers Database is correct and up to date. | | | |
| Section F – Pricing schedule – firm prices | | | |
| Section G - Declaration of interest | | | |
| Section H – Official Briefing session form | | | |
| Section I – Authority to sign a bid | | | |
| Section J - Conditions of contract | | | |
| Section K – Special conditions of contract | | | |
| Section L – Schedule of variation form goods or services information | | | |
| Section M – Schedule of alternative bids | | | |
| Section N – National industrial participation programme | | | |
| Section O – Points claim form (6.1) | | | |
| Section P - Declaration of Bidders Past Supply Chain Management Practices | | | |
| Section Q – Certificate of independent bid determination | | | |
| ANNEXURE C – General conditions of contract | | | |
| ANNEXURE D - Specification | | | |

2.2. Prequalifying criteria

2.2.1. The KwaZulu-Natal Department of Transport is applying pre-qualifying criteria for this bid in terms of Regulation 4 of the PPPFA Regulations, 2017. Only tenderers who meet the minimum pre-qualifying criteria will be considered for evaluation and award. The pre-qualifying criteria for this bid is as follows;

- A tenderer having a Level 1 B-BBEE Status Level of Contributor;
- A tenderer who is an EME or QSE; and
- A tenderer who will sub-contract a minimum of 35% of the contract to an EME or QSE which is at least 51% owned by black people who are military veterans. The Department will provide the list of Military Veterans at the compulsory briefing session.

2.2.2. Any tenderer that fails to meet the minimum pre-qualification criteria will be deemed invalid.

2.3. Preferential Point Evaluation

Bidders are advised that 80/20 preference points system shall be applied in the evaluation of bids.

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

80/20

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

2.3.1.Points awarded for B-BBEE Status Level of Contribution

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

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

- 2.3.1.2. Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.
- 2.3.1.3. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 2.3.1.4. Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60 (4) of the Close Corporation Act, 1984 (Act no 69 of 1984) or an accredited verification agency will be considered for preference points.
- 2.3.1.5. A bidder who qualifies as a EME or QSE in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

- 2.3.1.6. Bidders other than EMEs or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by Registered Auditor approved by IRBA or a verification agency accredited by SANAS to qualify for preference points. A list of approved agencies can be found on the SANAS website at [www.sanas.co.za /directory/bbbeedefault.php](http://www.sanas.co.za/directory/bbbeedefault.php). The certificate must be valid at the time of bid closing.
- 2.3.1.7. Failure on the part of the bidder to comply with paragraphs 2.3.1.2 and 2.3.1.4 will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

3. ENQUIRIES

All enquiries regarding technical matters, should be directed to: Sanele Ndlovu or Gugu Hlabisa 033 392 6600

PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

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

FAX NO.: (033) 897 4501

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.2 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

| | |
|----------------------|----------------------|
| Bid number | Closing date: |
| Name of bidder..... | |
| Postal address | |
| | |
| Signature..... | Name (in print)..... |
| Date..... | |

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, 2011.

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 The value of this bid is estimated to **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

| | POINTS |
|---|--------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTION | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;

- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit 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.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

8.1.1 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.

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

.....

.....

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-
- abused the institution's supply chain management system;
 - committed fraud or any other improper conduct in relation to such system; or
 - failed to perform on any previous contract.
- 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 | <p>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?</p> <p>(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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>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)?</p> <p>Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....

Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

ANNEXURE C: GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts 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.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means 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 supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract

requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

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

parties by the supplier for similar services.

14. Spare parts

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, 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 supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

signed by the parties concerned.

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for 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 favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due

to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

STANDARD SPECIFICATIONS FOR SECURITY SERVICES FOR: REGIONAL OFFICE; MOTOR LICENCING BURAUER (MLB) CAMPERDOWN; NOTTINGHAM ROAD. TYLORS HALT; NEWHANOVER AND MERRIVALE DEPOT. ROAD TRAFFIC INSPECTORATE –MKONDENI (DLTC) AND PTES.

1. DEFINITION OF TERMS

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

1.1 ADMINISTRATION

The KwaZulu-Natal Provincial Administration: Department of Transport.

1.2 AGREEMENT

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

1.3 AGREEMENT PERIOD

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

1.4 BIDDER

The person or persons, partnership, closed corporation, firm of company, submitting a bid for this service.

1.5 CENTRE MANAGEMENT (CM)

The person (or persons) in charge of the specific Centre who is an official (or are officials) of the KwaZulu-Natal Provincial Administration, Department of Transport.

1.6 SERVICE PROVIDER

The person (or persons) or entity that undertakes to provide security services to the Department.

1.7 DEPARTMENT

Refers to the KZN Department of Transport (DOT)

1.8 OFFICES/BUILDING/PRECINCT

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

1.9 PARTIES

The Administration and the Bidder

1.10 SECURITY STAFF

Staff in the employ of the Bidder

1.11 OFFICERS

Security staff who shall execute the physical security services

1.12 SERVICE

The security service to be rendered in terms of this agreement

1.13 SUPERVISOR

1.13.1 FIRST LEVEL SUPERVISOR:

The person executing direct supervision and control over the officers

1.13.2 SECOND LEVEL SUPERVISOR:

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

2. CONDITIONS OF BID

- 2.1 The service provider shall have a certificate of good standing as part of required documents for consideration.
- 2.2 Service provider shall indicate his/her affiliates
- 2.3 Bidders shall attach authentic letter indicating experience in security
- 2.4 Bidders shall attach references with regard to rendering security services in government departments and/ or parastatals
- 2.5 Bidders must be in the position to assume duty immediately after the bid has been awarded.
- 2.6 The enclosed "site inspection certificate" must be completed and signed by the departmental representative in respect of each site inspection.

Bidders must furnish the following particulars:

- a) Where their headquarters are situated.
- b) Where regional offices are situated, if any.
- c) Whether regional/district offices will be established in the centers where the service is to be rendered.
- d) The manning requirements are included on the price page-Section F

Please note that section F has been amended and service providers should include the following in their quote:

- Two-way Radio quotes
- Fire-arm quotes where required

3. NORM/STANDARD

- 3.1 The bidder must comply with all the provisions contained in the Private Security Industry Regulatory Act 56 of 2001 in addition, the Bidder shall comply with all training standards and codes of conduct as determined by the PSIRA.
- 3.2 Bidders who do not comply with conditions for the prescribed minimum wage requirements as legislated in the Government Gazette **will** be disqualified.
- 3.3 The norm/quality of the security service to be rendered, must be in accordance with the acceptable standard of the trade concerned.

DUTIES AND FUNCTIONS OF THE SERVICE PROVIDER

- a) All possible steps shall be taken by the security service provider to ensure that the execution of this agreement take place. These steps include, inter alia, the following:
- b) The protection of State Property at the intended site and the protection of the said property against theft and vandalism.
- c) The protection of the State's officials against injuries, death or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977)

STANDARD SPECIFICATIONS FOR SECURITY SERVICES FOR: REGIONAL OFFICE; MOTOR LICENCING BURAUER (MLB) CAMPERDOWN; NOTTINGHAM ROAD. TYLORS HALT; NEWHANOVER AND MERRIVALE DEPOT. ROAD TRAFFIC INSPECTORATE –MKONDENI (DLTC) AND PTES.

4.1. Manpower (Personnel required) Requirements for (Umgungundlovu: District)

4.1 Manpower (Personnel required) Requirements for: District Council

4.1.1 Regional Office Pietermaritzburg and MLB

- 06H00 -18h00 **Monday to Sundays (including Public Holiday)**. Three (3)x Day Shift Security Officer, Grade C (armed) with valid PSIRA Certificate
- 06h00-18h00 **Monday to Fridays (Excluding weekends and Public Holiday)**. five (5)x Day Shift Security Officers, Grade C (armed) with valid PSIRA Certificates.
- 18-06h00 **Mondays to Sundays (Including Public Holidays)**.Three (3) Night Shift Security Officer Grade C (Armed) with valid PSIRA Certificate.

Total = Eleven (11) x security officers required for the precinct.

4.1.2 Cost Centre Pietermaritzburg

- 06H00 -18H00 **Monday to Sundays (including Public Holiday)**. Eight (8) x Day Shift Security Officer, Grade C (Unarmed) with valid PSIRA Certificate.
- 06H00 -18H00 **Monday to Sundays (including Public Holiday)**. One (1) x Day Shift Security Officer, Grade B (Unarmed) with valid PSIRA Certificate.
- 18-06h00 **Mondays to Sundays (Including Public Holidays)**.Five (6) x Night Shift Security Officer Grade C (Armed) with valid PSIRA Certificate.

Total = Fifteen (15) x security officers required for the precinct.

4.1.3 New Hanover Compound

- 06H00 -18H00 **Monday to Sundays (including Public Holiday)**.One (1) x Day Shift Security Officer, Grade C (Unarmed) with valid PSIRA Certificate.
- 18H00-06h00 **Mondays to Sundays (Including Public Holidays)**.Two (2) x Night Shift Security Officers Grade C (Armed) with valid PSIRA Certificate

Total = Three (3) x security officers required for the precinct

4.1.4 Camperdown Compound

- 06H00 -18H00 **Monday to Sundays (including Public Holiday)**. two (2) x Day Shift Security Officer, Grade C (Armed) with valid PSIRA Certificate.
- 18H00-06h00 **Mondays to Sundays (Including Public Holidays)**.Two (2) x Night Shift Security Officers Grade C (Armed) with valid PSIRA Certificate

Total = Four (4) x security officers required for the precinct

4.1.5 Merrivale Area Office

- 06H00 -18H00 **Monday to Sundays (including Public Holiday)**. Three (3) x Day Shift Security Officer, Grade C (Unarmed) with valid PSIRA Certificate.
- 18H00-06h00 **Mondays to Sundays (Including Public Holidays)**. Three (3) x Night Shift Security Officers Grade C (Armed) with valid PSIRA Certificate

Total = Six (6) x security officers required for the precinct

4.1.6 Tylors Halt Depot

- 06H00 -18H00 **Monday to Sundays (including Public Holiday)**. One (1) x Day Shift Security Officer, Grade C (Unarmed) with valid PSIRA Certificate.
- 18H00-06h00 **Mondays to Sundays (Including Public Holidays)**. Two (2) x Night Shift Security Officers Grade C (Armed) with valid PSIRA Certificate

Total = Three (3) x security officers required for the precinct

4.1.7 Nottingham Road Camp

- 06H00 -18H00 **Monday to Sundays (including Public Holiday)**. One (1) x Day Shift Security Officer, Grade C (Unarmed) with valid PSIRA Certificate.
- 18H00-06h00 **Mondays to Sundays (Including Public Holidays)**. Two (2) x Night Shift Security Officers Grade C (armed) with valid PSIRA Certificate

Total = Three (3) x security officers required for the precinct.

4.1.8 Road Traffic Inspectorate-Mkondeni (DLTC) and Braid Street and PTEU

- 06H00 -18H00 **Monday to Sundays (including Public Holiday)**. Seven (7) x Day Shift Security Officer, Grade C (armed) with valid PSIRA Certificate.
- 18H00-06h00 **Mondays to Sundays (Including Public Holidays)**. Four (4) x Night Shift Security Officers Grade C (unarmed) with valid PSIRA Certificate

Total = Eleven (11) x security officers required for the precinct.

Overall Total = Fifty-six (56) x security officers required for RTI Station.

4.2 The bidder must provide the security officers required for the successful rendering of the service, as follows:

4.3 Security Officers, grade C, who shall execute the physical security service.

- 4.4 First-level supervisor, where necessary (security officer, grade C), exercise direct supervision and control over the security officers such supervisors shall be contactable by radio and conduct spot checks.
- 4.5 Security Officers, grade C, who shall execute patrol duties and night shifts.

5 PSIRA AND BASIC CONDITIONS OF EMPLOYMENT ACT COMPLIANT

- 5.1 The performance of the service provider's security officers and the adherent to sector wage determination (PSIRA rates as per determined areas) is very important to the department for ensuring proper safeguarding of departmental assets and as well as compliance to security legislation.
- 5.2 The Service Provider must comply with the requirements of the security Authority (PSIRA). This means that when quoting consideration must be made to meet PSIRA rates for contracting as per designated areas (area 1, 2 & 3) determined by the Authority.
- 5.3 Employees must be compensated as per PSIRA rates, as per designated areas, and the department will verify this (by means of inspections) and if it has been found that employees are underpaid the department will have the right to terminate the contract and claim damages / losses suffered.
- 5.4 Department shall have the right to review whether the Service provider is still registered with PSIRA, and it be discovered that they have withdrawn their member ship with PSIRA then the department shall terminate the contract.

NB: No employment and/or hiring of illegal foreign members in any aspect of the security service rendered to DOT will be allowed. If the State establishes that any illegal foreign members are employed or form part of the Service Provider, the service will be terminated with immediate effect.

6 SERVICE CATEGORIES

- 6.1 Services may generally be divided into the following categories:
 - a) Access control duties at security reception and main entrances
 - b) Access controls at vehicular gates/security car parks.

- c) Processing (searching) of vehicles, passengers, & everyone entering & leaving the premises to ensure that they don't go out with department's property without (valid) permit / permission.
- d) Searching of designated areas.
- e) Patrol services.
- f) Guard services.

7 ACCESS CONTROL AT VEHICLE GATES/ CAR PARKS

- 7.1 Ensure that the control point / guard room is neat and tidy during shift changes. Inspect and test all the facilities, escape routes, access control, health & safety facilities and equipment (including security equipment) and report any defects to their supervisors and DOT Security Manager or designated person.
- 7.2 Security staff must be conversant with normal procedures and permits required to enter all the entry points.
- 7.3 Ensure that drivers and passengers are in the possession of valid permits access and leave the premises with or without department's property
- 7.4 Searches on vehicles as specified in the Company (Service provider) operations procedures which is informed by the Department's specification.
- 7.5 In the event of any doubt or suspicion, contact the Shift Supervisor and the designated official of the department.
- 7.6 Open the gate and allow people and the vehicle through if all requirements have been met.
- 7.7 Report to the relevant Operations Manager any irregularity noticed at the gate, verbally and in writing.

8. PATROL SERVICES

8.1 Patrol of Site after Hours

- 8.1.1 Inspect all the parked government vehicles and note any problems (damages, scratches).
- 8.1.2 Patrol hourly, unless if the security level has been increased from security level 1 to level two (every 30 minutes & in security level three (every 15 minutes).
- 8.1.3 Complete Occurrence Book (OB) hourly after patrol or when necessary.
- 8.1.4 Complete the patrol and perform all duties as specified in the Company procedures (which is in line with the Departmental) manual including inspection of the sites, confronting of all suspicious persons and investigation of suspicious persons and objects, checking validity of permits, etc.

8.1.5 Report all incidents by radio/ cellular phone to the Shift Supervisor and subsequently in writing.

8.1.6 All incidents must be recorded in the OB.

9. PHYSICAL SCOPE OF THIS SPECIFIC CONTRACT

9.1 The department's premises to be patrolled and secured, especially:

9.1.1 Movable assets

9.1.2 Cars and car parks

9.1.3 Staff on duty

10. GUARD SERVICES

10.1 This service relates to the guarding of assets / property in accordance with standard practices and procedures in the security industry and department's specifics.

10.2 All accommodation, facilities and services supplied to the Service provider by the department shall be operated and maintained by the Service provider to the satisfaction of the department.

11 RESTRICTIONS ON THE ERECTION OF STRUCTURES AND EQUIPMENT

11.1 The department shall not be liable for any loss or damage to equipment supplied by the Service provider due to theft, vandalism or whatever reason and any such equipment lost or damaged shall be replaced by the Service provider at his/her own cost.

12. GENERAL REQUIREMENTS WITH REGARD TO PERSONNEL UPON SIGNING A CONTRACT

12.1 All security staff shall be properly trained and accredited in accordance with PSIRA requirements and equipped for their duties and shall be security cleared by the S.A. Police Services and State Security Agency (SSA).

12.2 All personnel shall be supplied with uniforms and equipment necessary for the performance of their duties.

12.3 The Service provider undertakes to employ only such persons for the performance of the functions and/or duties in connection with the project on the site as the Department may approve in writing.

- 12.4 If the Department at any time is of the opinion that any of the Service provider's employees connected with the performance of the functions and/or duties in terms of this contract should, for any reason not be connected with the performance of such functions or duties, the department shall be entitled to require the Service provider forthwith to withdraw any such employee from any such function or duty or forthwith to withdraw such employee from the premises.
- 12.5 In such an event, the Service provider shall forthwith comply with such request and shall not on account of such request be entitled to claim any loss or damages from the Department. Furthermore, if the Department requires any information regarding any of the Service provider's employees connected with the performance of functions and duties in terms of this Contract, the Service provider shall without delay furnish the Department with all requested valid information upon request.
- 12.6 The Service provider shall appoint personnel capable of communicating with members of the public in the language dominant in the area.
- 12.7 The person must be able to communicate in English including a basic understanding of sign language and the department shall be entitled to require the Service provider forthwith to withdraw any employees from the relevant duty if such employee does not, in the opinion of the Department, comply with a reasonable linguistic standard.
- 12.8 The Department reserves the right to terminate the Contract whenever there is Relocation of Department Offices on the day of Relocation to the New Buildings after the 30 days' notice.

13. OPERATIONAL MANAGERS, SUPERVISORS AND SECURITY OFFICERS

13.1 Operational Managers

- 13.1.1 Operational managers shall be trained to at least Standard Ten (Std. 10/Grade 12) levels and / NQF Level 6 / RVQ 13.
- 13.1.2 Must have at least PSIRA grade B and security management qualification
- 13.1.3 At least three (03) years management experience in security environment
- 13.1.4 Must visit the site at least once in every week and submit a full written report every month.

13.2 Supervisors

The security staff employed by the Service provider at the various sites shall satisfy the following conditions:

- 13.2.1 Supervisors shall be trained to at least Standard Ten (Std. 10/Grade 12) levels.
- 13.2.3 Shall have a good grounding in their post descriptions and duties
- 13.2.4 At all times be capable of leading/controlling and supervising their subordinates.
- 13.2.5 Be able to communicate, read and write in the languages specified above
- 13.2.6 Have at least Grade B Security Supervisor's certificate.
- 13.2.7 Supervisor must visit the site every shift (especially during the shift change) to monitor the security officers and see to it that services are still rendered as this specifications.

13.3 Security Officers

- 13.1.1 Security Officers shall be trained to at least Standard eight (Std. 8/Grade 10) and be graded at level C with valid SOB/PSIRA certificate
- 13.1.2 Security Officers shall be able to communicate, read and write as mentioned above.
- 13.1.1 Security Officers may not be younger than 18 years of age.

14. GENERAL PROVISIONS FOR SUPERVISORS AND SECURITY OFFICERS

- 14.1 Supervisors and security officers shall have undergone and approved to be competent in a formal security training approved by PSIRA.
- 14.2 At all times supervisors and security officers shall present an acceptable image/appearance which implies, inter alia, that they may not publicly sit, lounge about, smoke, eat or drink while attending to people.
- 14.3 Supervisors and security officers shall at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards them.
- 14.4 Supervisors and security officers shall be mentally and physically healthy and medically fit for the execution of their duties.
- 14.5 Supervisors and security officers shall be registered as security officers, as required by Private Security Industry Regulatory Act, Act 57 of 2001.
- 14.6 Supervisors and security officers shall sign an undertaking in which they declare that they will refrain from any unethical and illegal action which might be to the detriment of the Department.
- 14.7 Supervisors and security officers are prohibited from reading office documents or rummaging through records without permission from the designated official.
- 14.8 No unauthorized information concerning Departments' activities may be furnished to the public or news media by the Service provider or his employees.

14.9 The Department reserves the right to ascertain from the S.A. Police Services & SSA whether security staff in his/her service possesses clearances, and to ascertain from the PSIRA whether the security staff are registered with PSIRA.

15. SECURITY STAFF ON SITE UNIFORM AND EQUIPMENT

15.1 The Service provider shall ensure that each member of his security staff will at all time when on duty be fully equipped in respect of, but not limited to:

15.2 A neat and clearly identifiable uniform from the Service provider, which uniform will include matching raincoats and overcoats for rainy and cold conditions respectively.

- **NO “Combat” uniform will be accepted.**
- **NO Beanies**
- Short sleeve shirt of company colour with company logo
- Short sleeve jersey of company colour with company logo
- Long sleeve shirt of company colour with company logo during winter.
- Long sleeve jersey of company colour with company logo during winter
- Long trousers or skirt of company colour
- A company coloured blazer with logo
- A company coloured raincoat
- Socks of matching pants and company colour. Females to wear pantyhose to match the uniform
- A company coloured belt
- A company coloured hand-cuff holster

15.3 A clear identification card from the Service provider, with the member's photo, identification and numbers on it, worn conspicuously on his person at all times.

15.4 Alternatively: A clear identification card from the Service Provider with the member's identity and file numbers on it, accompanied by his official Identity Document, worn on his person at all times.

15.5 Service aids to be worn on the body at all times:

- a) Baton
- b) Handcuffs
- c) Whistle
- d) Pocket book
- e) Pen and
- f) Torch (at night & with working batteries) and Radio-hand carried 2 way and cellular phone (with airtime at all times).
- g) Bullet proof vests

NB: WHERE FIRE-ARM IS A REQUIREMENT. A licenced fire-arm (9mm or specific calibre as determined by department) with live bullets (not less than 8 in magazine) should be carried by

security official on duty in his/her possession at all times. The firearm must be in working condition. It should be a service provider's duty to ensure that fire arms are safe and the department should not be compelled to provide means for the safe keeping of service provider's equipment. It should be strictly Service Provider's firearm, not security guards firearm

16. GENERAL REQUIREMENTS

- 16.1 The Service Provider must have a positive record with PSIRA registrations and regulations as it will undergo the verification & vetting by State Security Agency before its appointment. Failure to obtain Security Clearance will automatically disqualify the bidder and discharge if appointed. Consent **MUST** be granted by the bidder as a condition of acceptance to bid. Company and personnel must have positive record with PSIRA.
- 16.2 Adherence to PSIRA requirements, as per sector wage determination (as per designated areas), verification of quotes against PSIRA contracting rate per Officer per month.
- 16.3 From time to time the Department will request the Service provider to furnish the Department with proof that it is still adhering to PSIRA rates and when there is no adherence the Department will give notice of seven days to comply, a failure to comply will lead to termination of the contract.
- 16.4 Directors of a Service Provider must have positive security clearance through screening process by State Security Agency (SSA)
- 16.5 Compulsory control center / room that is 24 hour operated
- 16.6 Inspection of control room before awarding of a tender
- 16.7 Continuous inspection of adherence to PSIRA requirements (payment of personnel inclusive)
- 16.8 Penalties are applicable in case there is non- compliance to TOR (see clause 32 below for penalties)
- 16.9 At its Headquarters, proper staff files of all security staff in his service that is employed for our service shall be kept up to date by the Service provider and be available for inspections by Department. The appropriate documents shall include, inter-alia, scholastic, registration and medical certificates and security clearances.
- 16.10 The Service provider shall implement an approved control system such as a clock card to provide physical evidence of the presence of all employees on site at all times. Data sheets shall be supplied to our representative at our request and shall be submitted with payment certificates.
- 16.11 All employees shall be fully conversant with emergency plans and procedures on site and shall give their full support in the event of an emergency.

- 16.12 Employees shall not work for more than one 12-hour shifts.
- 16.13 The Service provider shall at all times provide the necessary supervision on site. This shall include a duly appointed Security Manager, Shift Commanders for each shift and supervisors for specific functions. Supervisors and Shift Commanders may form part of the functional staff.
- 16.14 Bidders shall include schematic diagrams of their command and control structure in their bids.
- 16.15 The Service provider shall have detailed procedures manuals for all security functions available on site at all times. Procedure manuals shall be submitted for the approval of the department at the start of the Contract. Approval of the manuals will not relieve the service provider from any of his obligations under the Contract. Should the Department discover any deficiencies in the Procedures Manuals subsequent to his approval of such Manuals, he may order the service provider to amend the Manuals to his satisfaction at the cost of the service provider.
- 16.16 The Service provider must establish communication linkage with the police.
- 16.17 The Service provider shall check authorization letters for the removal of goods from the institutions. Copies of the authorizations should be recorded and kept by the service provider.
- 16.18 The bidding company must ensure that it has never been liquidated / become insolvent

17. TRAINING OF PERSONNEL

- 17.1 Service provider shall provide the necessary training programs including initial and refresher courses to ensure that all personnel possess, at all times, the necessary expertise to execute their functions in accordance with the specification and to the satisfaction of the Department.
- 17.2 Upon signing of Service Level Agreement, the Service provider shall submit full particulars, including proof of training, of all security personnel employed on site and shall not remove such personnel from the project or employ new personnel on site without the written approval of the Department.
- 17.3 New personnel must be mentored by existing personnel to allow for a proper induction phase.
- 17.4 The Service provider is responsible for the training of his staff at the Centre in respect of the application of the guidelines of the emergency plan, which shall be provided to him/her by the Department's Emergency coordinator.

- 17.5 Should any employee of the Service provider not perform his duties to the satisfaction of the department, the Service provider shall forthwith remove such Employee from the site and replace him/her with an alternative competent staff member.
- 17.6 The Department may perform any tests, as considered necessary from time to time to ensure that the service provided by the Service provider is acceptable in terms of the specification. The Department or representative will however not act as employer or supervisor and any such tests or absence thereof, shall not relieve the Service provider of his responsibilities under this Contract.

18. SUPPLY AND MAINTENANCE OF EQUIPMENT

- 18.1 All equipment including hand held metal detectors, extended-eye mirrors, radios and other communication equipment, vehicles, and any other equipment necessary to execute this contract in accordance with the specification, shall be supplied and maintained by the Service provider to the satisfaction of the department and in accordance with the requirements of Minimum Physical Security Standards (MPSS).

19. STAND-BY SUPPORT DUTIES (PREMISES)

19.1 Security Control Centre

- 19.1.1 The Service provider must provide a fully equipped and furnished Security Control/Room that operates 24 hours a day and seven days a week.
- 19.1.2 The Security Control Centre must be in radio contact with security staff on all the sites
- 19.1.3 The Control Centre shall be manned at all times
- 19.1.4 Security officers must report to the Control Centre hourly and the operator in a control room must call officers hourly for situation reporting

NB: A compulsory inspection by the department will be conducted after the award to determine the suitability of control room in meeting the security requirements. (The requirements are as follow; 24 hour operation, is able to connect to our site (range), availability of all relevant registers etc.). Should the department find that the recommended bidder does not meet the requirements this will results in cancellation of the contract and second recommended bidder will be appointed without starting the whole tender process afresh.

- 19.1.5 A standby vehicle to react to emergencies, supported by members of roaming patrol is required. Instructions are to be issued from the premises/ control room and members of the unit are to respond in terms of the required Act(s).
- 19.1.6 Security personnel **must be** inspected at least **once (x1) per shift by a delegated senior / supervisor not on site** from the service provider and at least **once (x1) a week by delegated senior / operational manager**.
- 19.4.7 In the event of a problem/crisis occurring at the site, the Service Provider when notified, **must deploy his/her reaction unit to assist**; at own cost; and

NB: The service provider shall ensure that there is operational control room within 50 km radius from the site.

20. REGISTERS

NB: The list of registers below and security equipment should always be available on site even when DoT Security Management visits the site for inspections at any time.

20.1 Occurrence Book

- 20.1.1 The purpose of the occurrence book is to give an overall picture of activities within a site and to record all incidents. Inspectors must also record their visits in this register.
- 20.1.2 The Service provider's security staff on duty shall make the following entries in the Occurrence Book:
- a) all listed routine procedures such as patrols undertaken
 - b) handing over of shifts (all officer's names and signatures must appear)
 - c) incidents / situations that are not normal
 - d) Site situation. Entries must be made clearly legible, in blue/black ink, an incident in red.
- 20.1.3 All occurrences, however, slight or unusual, shall be recorded with reference made to the correct time and relevant actions taken.
- 20.1.4 All security staff activities, especially deviations in respect of the duty list, specifying particulars of the staff and relevant times.
- 20.1.5 Officers must endorse the OB as per their patrol reports.
- 20.1.6 The issuing and/or receipt of keys, specifying the time and by whom they were received or delivered.
- 20.1.7 The unlocking or locking of doors or gates, specifying the time and by whom they were locked or unlocked.

20.1.8 The handing over of shifts, mentioning all names of all shift staff and accompanying equipment and aids. In this case, staff taking over as well as staff handing over shall sign the entry/entries.

20.1.9 After the taking over of shifts, the first level supervisor shall make an entry declaring that he / she has read the Occurrence Book in order to acquaint himself with events that occurred during the previous shift.

20.1.10 All visits by second level supervisors and top management shall be done in red ink.

Note no 1: 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 initialled on the side. The Service provider shall store the completed (full) Occurrence Books and pocket books, avail them for inspection by departmental officials, until the end of the contract.

Note no 2: Misrepresentation (e.g. to endorse the OB for someone else by faking his / her hand writing, to complete the OB up to the last hour at once), will lead to immediate removal and replacement of affected officers, and penalties may be applicable.

20.2 Pedestrian Register/Admission Control Forms (Where applicable)

This register/form shall be correctly and legibly completed by the security officer on duty and shall make provision for the following:

- a) Date and time of visit.
- b) Admission and exit times of the visitor to and from the site.
- c) Surname and initials of the visitor.
- d) Home or work address of the visitor.
- e) Official Identity/Passport Number of visitor.
- f) Name of person to be visited.
- g) Purpose of visit.
- h) Brand, Centre and number of firearm in visitor's possession (if any).
- i) Signature of the visitor.

20.3 Vehicle Register/Forms (Where applicable)

This register/form shall be correctly and legibly completed by the security officer on duty and shall make provision or the following:

- a) Date of visit.
- b) Admission and exit time of visitor/vehicle to and from the site.
- c) Surname and initials of driver.
- d) Home or work address of the driver.
- e) Registration number of the vehicle.
- f) Name of person to be visited.

- g) Purpose of visit.
- h) Number of passengers.
- i) Brand, Centre and number of firearm(s) in the vehicle (if any).
- j) Signature of driver.

Security personnel are to check that all relevant details are completed and must also sign each entry.

20.4 Prescribed Register/Forms

The purpose of the prescribed register/forms is to execute effective checking and control at the Centre in respect of Government property. The completion and keeping of a prescribed register/form at a site may be required from the Service provider by the Sub-directorate of Security Administration.

20.5 Additional Prescribed Registers/Forms specific to this contract

- a) **Gate Permits** –personnel removing any items from the premises must be in possession of a gate permit from Stores or Workshop indicating that he/she has permission to remove the items from the premises. Gate permits from the previous day are to be handed in at the office before 08h00 the following day.
- b) **Vehicle Inspection Form** – To be completed by the night shift for all vehicles on the premises. The dayshift security should check vehicles when taking over from night shift. Forms from the previous day are to be handed in at the office before 08h00 the following day.
- c) **Checklist for Vehicles and Equipment around the Premises** - To be completed by the night shift for all vehicles and equipment. The Dayshift security should check vehicles and equipment when taking over from nightshift. Forms from the previous day are to be handed in at the office before 08h00 the following day.
- d) **Storage of Pedestrian and Vehicle Register Forms**- the Service provider shall store the completed full pedestrian and vehicle register forms for a period of twelve months. After twelve months these documents must be given to the Department for archiving.

20.6 Notebook (pocket book)

- a) The purpose of the notebook is to note down all incidents occurring or observations made by a security person during a turn of duty / when on patrol, for later reference and recording to Occurrence Book.
- b) During their turns of duty all security staff must be always in possession of a notebook on their persons.
- c) The following information shall be noted down in the notebooks: All occurrences/events however, slight or unusual, referring to the following;
 - Reporting on and off duty.
 - Time of occurrence or event.

- Extent of occurrence or event.
- d) Follow up actions taken in respect of occurrence or event.
- e) All relevant information noted down in notebook shall immediately or directly after return from a patrol, be copied into the occurrence book.
- f) The Service provider shall store the completed (full) notebooks for the contract period.

21. Duty List

- 21.1 The purpose of the duty list is to serve as proof, at all reasonable times, that all staff who should be on duty per shift, are indeed on duty.
- 21.2 Daily, weekly or monthly duty lists of all security staff on duty, as purported in this agreement, shall be drawn up by the Service provider and kept in the security control office of each Centre where such service is rendered.
- 21.3 Any change to the duty list shall be crossed out by a single line, installed, dated and noted in the occurrence book.

22. Duty Sheet

- 22.1 The purpose of a duty sheet is to ensure that all security staff on duty is familiar with the duties as required in this agreement.
- 22.2 The Service provider shall have available, at the site, a fully expounded duty sheet per duty point.
- 22.3 All security officers must understand the procedure manual and the duty sheet, and sign the duty sheet under their names.

23. Permission to use state property

Permission will be granted for the utilization of the following State property, free of charge:

- a) Reception counter.
- b) Main pedestrian entrance;
- c) Vehicle entrance;
- d) Electrical usage (where available), and
- e) Toilet Facilities
- f) Water facilities

However, under no circumstances a security officer should be found residing/staying in the departmental house/ caravan or premises. DOT employees on site could not make any arrangement of this nature.

Note! In case where the Department decides to move to another office or close some of the offices, information will be communicated prior and the Service Provider will need to make provision.

24. Monthly meetings

- 24.1 The purpose of the meeting is to discuss service quality and compliance issues in terms of the Service Level Agreement per office. The meeting must take place within the first week of the new month so that outputs can be determined and agreed to. The meeting will deal with all operational issues and resolutions that could not be resolved in the course of the previous month. Communication protocols and postings must be established at this level. The composition of the meeting shall be the Senior Manager: Security Services or his/her delegate and Managing Director of the Service Provider with the Security Operational Manager and supervisors of Security Company relevant to the meeting.

Minutes must be taken, by the Departmental Representative and a copy of the respective meetings minutes be sent to the respective Service provider. Confirmation of the minutes shall be done by both parties subsequently.

The following should also be addressed during the Monthly Meeting:

- a) Table the monthly report (based on premises/office daily contacts);
- b) Discuss and assess Service Provider performance for the preceding month;
- c) Table the monthly Control Sheet specific to that premises/office(s), (Control of Security Service)
- d) Table any security related reports and/or notices which may be relevant and/or required;
- e) The Service provider must be provided with a consolidated set of minutes for that particular month.
- f) Signing of invoice for payment approval.

25. OCCUPATIONAL HEALTH AND SAFETY

- 25.1 In this clause the term “Act” shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The service provider:-

- a) acknowledges that it is fully aware of the terms and conditions of the Act; prescribed in the Act;
- b) acknowledges that it is an Department in its own right with duties and responsibilities as agrees to ensure that all Services shall be performed and all equipment shall be used in accordance with the provisions of the Act,
- c) accepts accountability for its employees and sub-service providers to the extent that such employees and,
- d) agrees to comply with all rules and regulations implemented by or on behalf of the Department relating to health and safety and will inform the Department

immediately should service provider for any reason be unable to comply with the provisions of the Act and such rules and regulations

25.2 The service provider shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.

25.3 The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

26. SERVICE LEVEL AGREEMENT

26.1 The SLA should be drafted, agreed upon and be signed by both parties in the agreement, setting all level of standard and performance required under the contract. This should be valid for the period determined by the department.

26.2 It is should be noted that the department from time to time may request the service provider for additional quality requirements and standards relating to the services together with performance measurement and should that happen service level agreement must be amended accordingly and both parties should agree into amendments.

27. BREACH AND TERMINATION

- Bidders are referred to General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract and delayed execution.
Any non-compliant to PSIRA and Basic Conditions of Employment Act is a breach of contract and will lead to termination of services.
- Failure of Operational staff (security officers, supervisors and operational managers) to comply with requirements of the contract (this includes security equipment, handing over between shifts, improper or no uniform, not reporting incidents and deserting of posts) will be penalized by recovering state funds as per penalties indicated below on this document.
- The continuous occurring of non-compliance or contravention the SLA will lead to termination of a contract.
- The absence of security officer (s) on duty will lead to automatic termination of the contract.

28. LOSS AND DAMAGE

- 28.1 Service provider hereby indemnifies the State, Department/ Institution and will hold the State harmless/Department/institution, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of service provider or the failure of service provider to provide the Services in accordance with the provisions of the contract.

29. TRANSFER MANAGEMENT

- 29.1 Upon termination of the contract for whatever reason service provider shall assist DOT to transfer the Services to the Department, or to another service provider designated by the DOT. Without detracting from the generality of this obligation, service provider shall, to the extent required by the Department, provide the Department or the third party service provider with all information and documentation required to enable the Department or such service provider to provide the Services, it being recorded that this obligation shall not oblige service provider to deliver any documentation which is proprietary or confidential to service provider.

30. SUB-SERVICE PROVIDERS

- 30.1 Service provider may only sub-contract its obligations under the contract with the prior written consent of the Department (or any other authorized authority) and then only to a person and to the extent approved by the Department or such authority and upon such terms and conditions as the Department or such authority require. It must be recorded that where such consent is given service provider shall remain liable to Department for the performance of the Services.

31. LABOUR UNREST INCIDENTS (STRIKES)

31.1 Definition

- 31.1.1 Labour unrest incidents are incidents where the Department's personnel or personnel of the Service Provider engage in strikes, unrest and intimidation.

- 31.1.2 When the service is interrupted or temporarily deferred because of Labour unrest, Labour dispute, civilian disorder, a local or a national disaster at other cause.
- 31.1.3 The Service Provider should implement the Labour action plan to ensure continuation of the security service.
- 31.1.4 The service provider should keep the security management informed of situation at times and department should not be held liable for losses and damages.

Note! When the service is interrupted because of Labour unrest or Labour dispute by the Security Officer(s) of the Service Provider, the service provider must provide the department with action plan that ensures continuous service.

32. PENALTIES

- 32.1 If the service provider fails to perform the services within the period(s) specified in the contract, DOT shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed services rendered not performed services using the current rate calculated for each day of the delay service until actual delivery or performance is rendered. The Department reserves the right to terminate the contract.
- 32.2 Security officials shall be required to render the services as required by the department. Should it at any time during the term of this contract or at any time thereafter be determined that security personnel of a **lower grade or with inadequate training or no training at all being provided, all overpayments made to the service provider shall forthwith be recovered from the time the lower grade or untrained security personnel was/were deployed and a final written warning shall be issued to the service provider.**
- 32.3 In the event of security personnel being provided without standard equipment or without uniform or standard equipment not in working order, the following penalties shall apply which shall be deducted by the department from the fees payable to the service provider:

| ITEM | PENALTY |
|--|--|
| Part of uniform | R 500 per shift, per security official |
| Pocket book | R 200 per shift, per security official |
| Identity card | R 200 per shift, per security official |
| PSIRA card | R 200 per shift, per security official |
| Torch/ spotlight and/or adequate batteries | R 200 per shift, per security official |
| Control room radio | R 500 per shift, per site |
| Hand radio | R 500 per shift, per site |

In the event of a supervisor and operational manager not visiting at least once in a shift and on a week respectively, the following penalties shall apply, which shall be deducted by the department from the fees payable to the service provider.

| SECURITY OFFICIALS | PENALTY |
|---|------------------------------------|
| Supervisor not visiting | R 200 per shift and a week skipped |
| Operational manager not visiting where it is required | R 200 per shift and a week skipped |

In the event of security personnel being posted late at his/her place of duty or found sleeping on duty; the following penalties shall apply which shall be deducted by the department from the fees payable to the service provider.

| PERSONNEL | 1ST OFFENCE | 2ND OFFENCE |
|-------------------------|--|---|
| Security Officer untidy | R100 per shift per officer | R500 per shift per security officer |
| Performance and Conduct | Reprimand by service provider (proof required) | R500 per shift per security officer |
| Sleeping on duty | R200.00 per person per shift | R500 per person per shift and removal from site |
| Desertion of post | R200.00 per person per shift | R500 per person per shift and removal from site |

| | | |
|---|---|--|
| Daily visits | R200.00 per person per shift | R500 per person per shift and removal from site |
| Posted officers without the knowledge of the client | 50% of Grade D shift payment | Full Grade D shift payment as per quotation pro rata |
| Dysfunctional equipment | R200.00 per person per shift | R500 per person per shift and removal from site |
| Officers working long hours | warning | R200 per person per shift |
| neglect of duty | warning | R200 per person per shift |
| Eating on duty (in front desk) | 50% of Grade D shift payment | Full Grade D shift payment |
| Drunk on duty | R1000 and a warning to the service provider | Removal of security officer from site plus R2000 |

33. INSURANCE AND INDEMNITY

- 33.1 The service provider shall be held responsible for any loss of, or damage to, or theft of, or destruction of any property belonging to the Department which he/she is contracted to secure.
- 33.2 The Service provider shall immediately inform the Department of such loss, damage, destruction or theft.
- 33.3 At all times during the term of the Agreement the Service provider shall carry and maintain in full force and effect the following:
 -
 - a) Public and property Liability cover for personal injuries (such cover shall include, false arrest, detention or imprisonment, malicious prosecution, liability, slander, defamation of character, violation of right of privacy), and property damage.
 - 33.4 The service provider shall furnish to the Department upon the effective date of this Agreement, insurance underwriter's certificates evidencing that the Service provider is in full compliance with all the above described insurance requirements and that:
 - a) The Service providers policy requires the insurer (s) to give thirty – (30) days prior written notice of any cancellation or material alteration of the policies of insurance, or any parts thereof in a manner adverse to the Department.
 - b) The Service provider's insurers waive rights of subrogation against the Department, its officers, employees and agents to the extent of the service providers indemnification obligations set forth herein: and
 - c) The Service provider's insurance policy is endorsed to include a cross-liability clause
 - 33.5 The Service provider agrees and hereby undertakes to indemnify, defend and save the department, its employees and stake holders/visitors from and against any and all liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the department, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement
 - The Service provider's liability under this indemnity shall be limited to the Public and Property Liability insurance coverage.

SECTION N
(To be completed by bidder)

SCHEDULE OF ITEMS TO BE PRICED

BID NO ZNB- BID PERIOD 3 YEARS (36 MONTHS)

Security Services at **Pietermaritzburg Regional & MLB** offices for a period 3 Years from Date of Award. Payment shall be made on a monthly basis, one month in arrears. Total guards 11 (eleven) required for the precinct.

PLEASE NOTE ALL RATES MUST COMPLY WITH PSIRA RATES AS STATED IN THE CONDITIONS AND SPECIFICATIONS

| DESCRIPTION | NUMBER OF OFFICERS | SHIFT | SALARY PER OFFICER Incl. Allowances (Excl. VAT) | MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)) |
|--|--------------------|----------------------------|---|---|
| Security Officer Grade C. armed and with valid PSIRA certificate Mondays to Sundays including Public Holidays. | 3 | Day shift (06h00 to 18h00) | | Excl. Vat |
| Security Officer Grade C armed with valid PSIRA certificate Mondays to Sundays including Public Holidays | 3 | Night Shift (18h00-6h00) | | Excl. Vat |
| Security Officer Grade C unarmed with valid PSIRA certificate Mondays to Friday excluding Public Holidays | 5 | Day shift (6h00-18h00) | | Excl. Vat |
| TOTAL SALARY PER MONTH | | | | Excl. Vat (Carried forward to item 1) |

Security Services at **Cost Centre PMB & DS PMB** offices for a period 3 Years from Date of Award. Payment shall be made on a monthly basis, one month in arrears. Total guards 15 (fifteen) required for the precinct.

| DESCRIPTION | NUMBER OF OFFICERS | SHIFT | SALARY PER OFFICER Incl. Allowances (Excl. VAT) | MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)) |
|--|--------------------|--------------------------------|---|---|
| Security Officer Grade C unarmed with valid PSIRA certificate Mondays to Sundays including Public Holidays | 7 | Day shift (06h00 to 18h00) | | Excl. Vat |
| Security Officer Grade B unarmed with valid PSIRA certificate Mondays to Sundays including Public Holidays | 1 | Day shift (06h00 to 18h00) | | Excl. Vat |
| Security Officer Grade C unarmed with valid PSIRA certificate Mondays to Friday excluding Public Holidays | 1 | Day shift (06h00 to 18h00) | | Excl. Vat |
| Security Officer Grade C armed with valid PSIRA certificate Mondays to Sundays including Public Holidays | 6 | Day night shift (18h00-06H00) | | Excl. Vat |
| TOTAL SALARY PER MONTH | | | | Excl. Vat (Carried forward to item 1) |

IT IS COMPULSORY TO GIVE A CLEAR BREAKDOWN OF THE ABOVE PRICES AS REQUESTED IN THE BREAKDOWN PRICE BELOW:

NAME OF BIDDER

SIGNATURE

DATE

Security Services at Pietermaritzburg for **New Hanover Depot** for a period 3 Years from Date of Award. Payment shall be made on a monthly basis, one month in arrears. Total guards **3 (three)** required for the precinct.

| DESCRIPTION | NUMBER OF OFFICERS | SHIFT | SALARY PER OFFICER Incl. Allowances (Excl. VAT) | MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)) |
|---|--------------------|-----------------------------|---|---|
| Security Officer Grade C unarmed with valid PSIRA certificate Mondays to Sundays including Public Holidays | 1 | Day shift (06h00 to 18h00) | | Excl. Vat |
| Security Officer Grade C armed with valid PSIRA certificate Mondays to Sundays including Public Holidays | 2 | Night shift (18h00 to 6h00) | | Excl. Vat |
| TOTAL SALARY PER MONTH | | | | Excl. Vat (Carried forward to item 1) |

Security Services at Pietermaritzburg for **Camperdown Depot** for a period 3 Years from Date of Award. Payment shall be made on a monthly basis, one month in arrears. Total guards **4 (four)** required for the precinct.

| DESCRIPTION | NUMBER OF OFFICERS | SHIFT | SALARY PER OFFICER Incl. Allowances (Excl. VAT) | MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)) |
|---|--------------------|------------------------------|---|---|
| Security Officer Grade C armed with valid PSIRA certificate Mondays to Sundays including Public Holidays | 2 | Day shift (06h00 to 18h00) | | Excl. Vat |
| Security Officer Grade C armed with valid PSIRA certificate Mondays to Sundays including Public Holidays | 2 | Night Shift (18h00 to 06h00) | | Excl. Vat |
| TOTAL SALARY PER MONTH | | | | Excl. Vat (Carried forward to item 1) |

Security Services at Pietermaritzburg for **Area Office Merrivale** a period 3 Years from Date of Award. Payment shall be made on a monthly basis, one month in arrears. **Total guards 6** required for the precinct.

| DESCRIPTION | NUMBER OF OFFICERS | SHIFT | SALARY PER OFFICER Incl. Allowances (Excl. VAT) | MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)) |
|---|--------------------|------------------------------|---|---|
| Security Officer Grade C unarmed with valid PSIRA certificate Mondays to Sundays including Public Holidays | 3 | Day shift (06h00 to 18h00) | | Excl. Vat |
| Security Officer Grade C armed with valid PSIRA certificate Mondays to Sundays including Public Holidays | 3 | Night Shift (18h00 to 06h00) | | Excl. Vat |
| TOTAL SALARY PER MONTH | | | | Excl. Vat (Carried forward to item 1) |

IT IS COMPULSORY TO GIVE A CLEAR BREAKDOWN OF THE ABOVE PRICES AS REQUESTED IN THE BREAKDOWN PRICE BELOW

NAME OF BIDDER

SIGNATURE

DATE

Security Services at Pietermaritzburg for **Tylors Halt Depot** for a period 3 Years from Date of Award. Payment shall be made on a monthly basis, one month in arrears. **Total guards 3 required for the precinct.**

| DESCRIPTION | NUMBER OF OFFICERS | SHIFT | SALARY PER OFFICER Incl. Allowances (Excl. VAT) | MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)) |
|---|--------------------|------------------------------|---|---|
| Security Officer Grade C unarmed with valid PSIRA certificate Mondays to Sundays including Public Holidays | 1 | Day shift (06h00 to 18h00) | | Excl. Vat |
| Security Officer Grade C unarmed with valid PSIRA certificate Mondays to Sundays including Public Holidays | 2 | Night Shift (18h00 to 06h00) | | Excl. Vat |
| TOTAL SALARY PER MONTH | | | | Excl. Vat (Carried forward to item 1) |

Security Services at Pietermaritzburg for **Nottingham Road Depot** for a period 3 Years from Date of Award. Payment shall be made on a monthly basis, one month in arrears. **Total guards 3 required for the precinct.**

| DESCRIPTION | NUMBER OF OFFICERS | SHIFT | SALARY PER OFFICER Incl. Allowances (Excl. VAT) | MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)) |
|---|--------------------|------------------------------|---|---|
| Security Officer Grade C unarmed with two way radio provide access control and patrol services Mondays to Sundays including Public Holidays. | 1 | Day shift (06h00 to 18h00) | | Excl. Vat |
| Security Officer Grade C armed with two way radio provide access control and patrol service Monday-Sunday including public holidays | 2 | Night Shift (18h00 to 06h00) | | Excl. Vat |
| TOTAL SALARY PER MONTH | | | | Excl. Vat (Carried forward to item 1) |

Security Services at Pietermaritzburg for **Road Traffic Inspectorate Pietermaritzburg , Braid Street &PTEU** a period 3 Years from Date of Award. Payment shall be made on a monthly basis, one month in arrears. **Total guards 11 required for the precinct.**

| DESCRIPTION | NUMBER OF OFFICERS | SHIFT | SALARY PER OFFICER Incl. Allowances (Excl. VAT) | MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)) |
|---|--------------------|------------------------------|---|---|
| Security Officer Grade C unarmed with two way radio provide access control and patrol services Mondays to Sundays including Public Holidays. | 7 | Day shift (06h00 to 18h00) | | Excl. Vat |
| Security Officer Grade C armed with two way radio provide access control and patrol service Monday-Sunday including public holidays | 4 | Night Shift (18h00 to 06h00) | | Excl. Vat |
| TOTAL SALARY PER MONTH | | | | Excl. Vat (Carried forward to item 1) |

IT IS COMPULSORY TO GIVE A CLEAR BREAKDOWN OF THE ABOVE PRICES AS REQUESTED IN THE BREAKDOWN PRICE BE

NAME OF BIDDER

SIGNATURE

DATE

SECTION N

(To be completed by bidder)

SUMMARY PRICING SCHEDULE – PART 8

| ITEM NO. | OFFICE | TOTAL SALARIES PER MONTH INCLUDING ALLOWANCES |
|----------|--|---|
| 1. | REGIONAL OFFICE AND MLB | Exc. VAT |
| 2. | COST CENTRE PIETERMARITZBURG | Exc. VAT |
| 3. | NEWHANOVER DEPOT | Excl. VAT |
| 4. | CAMPERDOWN DEPOT | Excl. VAT |
| 5. | AREA OFFICE MERRIVALE | Excl. VAT |
| 6. | TYLORS HALT DEPOT | Excl. VAT |
| 7. | NOTTINGHAM ROAD DEPOT | Excl. VAT |
| 8. | ROAD TRAFFIC INSPECTORATE PMB; Braid Street & PTEU AND POUND | Excl. VAT |
| 9. | TOTAL BID PRICE INCLUDING VAT PER MONTH | Excl. VAT |

Total fifty-six (56) guard required for the tender.

| ITEM NO. | COMPONENTS | TOTAL PRICE FOR 3 YEARS (CARRIED OVER) |
|----------|---|--|
| 1. | TOTAL SALARIES INCLUDING ALLOWANCES e.g. UIF, COID/WCA, Uniforms, Training & Cleaning etc. (as per above) | Excl. VAT (P/M) |
| 2. | TOTAL OVERHEADS (SERVICE) e.g. TRANSPORT FEES & PROFIT, SKILLS TRANSFER TO SUB-CONTRACTOR | Excl. VAT (P/M) |
| 3. | TOTAL BID PRICE EXCL VAT (Add Items 1+2) | Excl. VAT (P/M) |
| 4. | VALUE ADDED TAX (VAT) | (P/M) |
| 5. | TOTAL BID PRICE INCLUDING VAT PER MONTH (Add items 3+4) | Incl. VAT (P/M) |
| 6. | TOTAL BID PRICE INCLUDING VAT FOR 36 MONTH (Item no. 5 X 36) | (36 Months) |

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

TOTAL BID AMOUNT FOR ALL OFFICES IN WORDS:

_____ FOR 36 MONTHS

NAME OF BIDDER

SIGNATURE

DATE