



SECTION A

Tender Notice and Invitation to Tender - ZNB000663/00000/00/HOD/GEN/21/T

KwaZulu-Natal Department of Transport – Provision of physical security services at Head Office, D-block, MTS, Thembaletu, Santaco, TTIU, TTC and RTI Braid Street

It is estimated that interested service providers, who can **provide security services**, who satisfy criteria stated in the Tender Data, may submit Tender offers. The Department reserves the right to **not award this bid**.

Prequalifying criteria

1.1.1. The KwaZulu-Natal Department of Transport is applying pre-qualifying criteria for this bid in terms of Regulation four 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 are 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 30% of the contract to an EME which is at least 51% owned by black people **WHO ARE MILITARY VETERANS**.

1.1.2. Proof of sub-contracting must be submitted together with the bid. Failure to submit proof of sub-contracting, (e.g. Sub-Contracting Agreement signed by both parties) will invalidate the bid.

1.1.3. Subcontractors are not allowed to bid as main contractors.

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

A non-refundable tender deposit of **R500.00** payable in cash for collection or www.etenders.gov.za and www.kzntransport.gov.za for free download.

The physical address for collection of Tender documents is **KwaZulu-Natal Department of Transport, 172 Burger Street, Pietermaritzburg, 3201 – Function Hall**

Documents may be collected during working hours as from **Monday 07 February 2022 up until 23 February 2022 between Monday to Friday as from 08h00 to 15h30**

Technical enquiries relating to this tender may be addressed to:

Name : Mr Bonginkosi Tibe
Telephone No. : 033 355 8972
E-mail address : Bonginkosi.Tibe@kzntransport.gov.za

COMPULSORY BRIEFING SESSION

Briefing session will be conducted virtually due to COVID 19 Regulations

Time: 10h00

Date: 24 February 2022

Meeting link: <http://bit.ly/ZNB00663>

The closing time for receipt of tenders is **11h00 on 15 March 2022 at KZN Transport, 172 Burger Street, Pietermaritzburg, 3201**

Telegraphic, telephonic, telex, facsimile, electronic, e-mail and late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

KWAZULU-NATAL DEPARTMENT OF TRANSPORT BID FORMS

ANNEXURE A	STANDARD BIDDING DOCUMENT	PAGE
SECTION A	INVITATION TO BID	1
SECTION B	SBD 1 - TERMS AND CONDITIONS FOR BIDDING	3-4
SECTION C	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	5
SECTION D	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	6
SECTION E	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	7
SECTION F	PRICING SCHEDULE	8
ANNEXURE B	DECLARATION OF INTEREST	9-12
SECTION G		
SECTION H	PREFERENCE POINTS CLAIM FORM (SBD6.1)	13-21
SECTION I	DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICE (SBD8)	22-23
SECTION J	CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9)	24-26
SECTION K	CONDITIONS OF BID	27-28
ANNEXURE C	GENERAL CONDITIONS OF CONTRACT (GCC)	29-37
ANNEXURE D	SPECIAL CONDITIONS OF CONTRACT (SCC)	38-40
SECTION L	OFFICIAL BRIEFING SESSION FORM	41
SECTION M	AUTHORITY TO SIGN A BID	42-46
ANNEXURE E	SPECIFICATIONS	47-72
SECTION N	SCHEDULE OF VARIATION FROM GOODS OR SERVICES	73
	INFORMATION	
SECTION O	SCHEDULE OF ALTERNATIVE BIDS	74

**SECTION B
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF TRANSPORT					
BID NUMBER:	ZNB000663/00000/00/HOD/GEN/21/T	CLOSING DATE:	15 MARCH 2022	CLOSING TIME:	11h00
DESCRIPTION	PROVISION OF PHYSICAL SECURITY SERVICES AT HEAD OFFICE, D-BLOCK, MTS, THEMBALETHU, SANTACO, TTIU, TTC AND RTI BRAID STREET				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (172 Burger Street, Pietermaritzburg, 3200)					
THE FOYER					
INKOSI MHLABUNZIMA MAPHUMULO HOUSE					
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	Bonginkosi Tibe	
TELEPHONE NUMBER	033 355 8975		TELEPHONE NUMBER	033 355 8972	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Sandile.Nkala@kzntransport.gov.za		E-MAIL ADDRESS	Bonginkosi.Tibe@Kzntransport.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <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.					

**SECTION B
PART B
TERMS AND CONDITIONS FOR BIDDING**

2. 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).
3. 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:

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.

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:

SECTION F

PRICING SCHEDULE – FIRM PRICES

(Provision of physical security services at Head Office, D-block, MTS, Themba lethu, SANTACO, TTIU, TTC and RTI Braid Street)

NOTE: PRICE ADJUSTMENT WILL BE BASED ON THE ANNUAL PSIRA RATE ADJUSTMENT.

THE BIDDER MUST ENSURE TO ALSO USE A PRICING BREAKDOWN SCHEDULE ON PAGE 68 to 72 OF THE SPECIFICATION.

Name of bidder.....	Bid number: ZNB000663/00000/00/HOD/GEN/21/T
Closing Time 11:00	Closing date.....

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

Item No.	Description
1.	Provision of physical security services at Head Office, D-block, MTS, Themba lethu, SANTACO, TTIU, TTC and RTI Braid Street for 36 months
Total bid price for All Offices For 36 Months	
TOTAL BID AMOUNT FOR ALL OFFICES FOR 36 MONTHS IN WORDS	

.....
NAME OF BIDDER

.....
SIGNATURE

.....
DATE

SECTION G

ANNEXURE B

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.	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 80%;"> <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> </div> <table border="1" style="border-collapse: collapse; text-align: center;"> <tr> <td style="padding: 2px;">YES</td> <td style="width: 20px; height: 15px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">NO</td> <td style="width: 20px; height: 15px;"><input type="checkbox"/></td> </tr> </table> </div>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input type="checkbox"/>				
2.8.1.	Name of person/director/trustee/shareholder/member:				
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 ✓.	<table border="1"> <tr><td>YES</td><td></td></tr> <tr><td>NO</td><td></td></tr> <tr><td>N/A</td><td></td></tr> </table>	YES		NO		N/A	
YES								
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 ✓.	<table border="1"> <tr><td>YES</td><td></td></tr> <tr><td>NO</td><td></td></tr> </table>	YES		NO			
YES								
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 ✓.	<table border="1"> <tr><td>YES</td><td></td></tr> <tr><td>S</td><td></td></tr> <tr><td>NO</td><td></td></tr> </table>	YES		S		NO	
YES								
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 ✓.	<table border="1"> <tr><td>YES</td><td></td></tr> <tr><td>NO</td><td></td></tr> </table>	YES		NO			
YES								
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 ✓.	<table border="1"> <tr><td>YES</td><td></td></tr> <tr><td>NO</td><td></td></tr> </table>	YES		NO			
YES								
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.	NO	
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>		

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 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 price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____ / ____ / _____

Stamp

Signature of Commissioner of Oaths

5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

**SECTION K
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:

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,

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

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

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.

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 (3 years)

2. EVALUATION CRITERIA

There are four main stages in the selection process, namely, ensuring that bid comply with administrative requirements, mandatory requirements, functionality criteria and the price and preference points.

3. 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			SBD 1 - 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 supplier database is correct and up to date
Section F			Pricing schedule
Annexure B Section G			Declaration of interest
Section H			Preference points claim form (SBD6.1)
Section I			Declaration of bidders past supply chain Management practice (SBD8)
Section J			Certificate of independent bid determination (SBD9)
Section K			Conditions of bid
Annexure C			General conditions of contract (GCC)
Annexure D			Special conditions of contract (SCC)
Section L			Official briefing session form
Section M			Authority to sign a bid
Annexure E			Specifications
Section N			Schedule of variation from goods or services Information
Section O			Schedule of alternative bids

3.1 Prequalifying criteria

3.1.1 The KwaZulu-Natal Department of Transport is applying pre-qualifying criteria for this bid in terms of Regulation four 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 are 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 30% of the contract to an EME which is at least 51% owned by black people **WHO ARE MILITARY VETERANS**.

3.1.1 Proof of sub-contracting must be submitted together with the bid. Failure to submit proof of sub-contracting, (e.g. Sub-Contracting Agreement signed by both parties) will invalidate the bid.

3.1.2 Subcontractors are not allowed to bid as main contractors.

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

3.2 Step 3 – Mandatory requirements

3.3 Step 4 – Functionality Criteria

For functionality criteria, bidders must refer from page 49-52

3.4 Step 5 - 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

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

3.4.1 Points awarded for B-BBEE Status Level of Contribution

3.4.1.1 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

3.4.1.2 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.

3.4.1.3 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

3.4.1.4 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 SANAS accredited verification agency will be considered for preference points.

3.4.1.5 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.

3.4.1.6 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 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/bbbedefault.php. The certificate must be valid at the time of bid closing.

3.4.1.7 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).

4 ENQUIRIES

All enquiries regarding technical matters, should be directed to: Mr Bonginkosi Tibe Tel: 033 355 8972

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

SECTION L

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: ZNB000663/00000/00/HOD/GEN/21/T

Service: Provision of physical security services at Head Office, D-block, MTS, Thembaletu, SANTACO, TTIU, TTC and RTI Braid Street

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 M

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:

STANDARD SPECIFICATIONS FOR SECURITY SERVICES FOR KWAZULU-NATAL DEPARTMENT OF TRANSPORT

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 about 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 Prospective bidders must visit the sites in order to ascertain the extent of the service to be bided. A **COMPULSORY** Site inspections details indicated in Section A –Invitation to bid
- 2.7 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 centres where the service is to be rendered.
- d) The manning requirements are included on the price page-Section F

The following criteria shall be used to evaluate the bids for compliance. Bidders who are not complying with the following shall be eliminated.

MANDATORY REQUIREMENTS

ATTACH PROOF OF THE FOLLOWING DOCUMENTS	Comply	Not comply
Valid Compensation for Occupational Injuries and Dieses Act (COIDA) / Workman's Compensation registration.		
Valid UIF registration		
Valid Registration with the Pension Fund for Security Officers (PSSPF).		
Valid proof of compliance with the Private Security Services Provident Fund (PSSPF).		
Valid Proof of Public Liability Insurance (R10 million rand)		
Valid PSIRA REGISTRATION CERTIFICATE FOR THE COMPANY		

Functionality Evaluation

The evaluation of this bid will be based on this following functionality criteria

Only bidders that achieve a minimum threshold of 50% will be further evaluated for the price and preference points.

1	2	3	4	5
Area assessed	Required information and	Points per	Weight/	Comment(s)

	or documentation	requirement	points	
<p>Experience in corporate security</p> <p>a) All required information. Proof of minimum 5 years' experience in corporate security and documentation are supplied, then companies will be scored according to their experience where a maximum point will be 30.</p> <p>b) Where not all required information and documentation is supplied points shall be awarded as per column 3</p> <p>c) In case there is no evidence for the required information the company will be awarded = 0 (zero)</p>	<p>Experience in corporate security. Provide proof</p> <p>The director of the company shall provide CV detailing experience in corporate security.</p> <p>Proof of accredited training for staff.</p> <p>Reference letter(s) (not older than three years) signed by relevant manager and in a letter head of the department or company writing such reference.</p>	<p>1-4 years = 0</p> <p>5-6 years = 5</p> <p>points</p> <p>7-8 years = 10 points</p> <p>9-10 years = 15 points</p> <p>11 and above= 30</p> <p>2</p> <p>2</p> <p>6</p>	30	
<p>24-hour functional security control room</p> <p>a) All required information and documentation are supplied, 10 points shall be awarded.</p> <p>b) Where not all required information and documentation is supplied points shall be awarded as per column 3</p>	<p>Document of trained staff on a 24-hr basis at the control room. (Attach roster or similar document).</p> <p>Communication tools (type of communication tools to be used to communicate with sites)</p> <p>The extent of training of the control room operators (attach CV's).</p> <p>Functionality of the radio communication equipment.</p> <p>Ability to respond within 15</p>	<p>2</p> <p>4</p> <p>2</p> <p>2</p>	10	

	minutes during emergencies. Occurrence books or similar electronic system where incidents are logged.			
Company Profile	Profile of the Management of the company.	2	15	
a) All required information and documentation are supplied = 15 points awarded	Proof of company fleet (minimum three company vehicles).	2		
d) Where not all required information and documentation is supplied points shall be awarded as per column 3	Valid Grade A PSIRA registration for director/s. Valid grade B PSIRA registration for director/s	8 3		
Site takeover plan	Detailed plan to take over the sites. Indication as to how the company plan to deploy its resources and how work will be done to ensure secure environment.	10	20	
a) All required information and documentation are supplied = 20 points awarded				
e) Where not all required information and documentation is supplied points shall be awarded as per column 3	Means of and methods of recruitment to be used : induction of staff and security clearance.	5		
Emergency response plan	A plan to continue services in cases of industrial action, public violence and strike by security officers etc.	8	15	
a) All required information and documentation are supplied = 15 awarded				
b) Where not all required information and documentation is supplied points shall be awarded as per column 3	A plan to reinforce deployed personnel on site(s) in cases of emergency.	7		

<p>Site inspection</p> <p>a) If the officials are satisfied with the information and documentation seen on site together with required tools/equipment, then the 10 points will be awarded.</p> <p>f) Where not all required information and documentation is supplied points shall be awarded as per column 3</p>	<p>The officials from the Security Directorate shall conduct inspection in the premises of the company to identify whether the company has the 24-hour control-room as indicated above.</p> <p>In the control room, the communication tools are available and valid as indicated by the company, the availability of personnel as indicated.</p> <p>A basic representation of the company will be checked in a walk-through exercise.</p> <p>Company fleet will be checked physically. Uniform and identification shall be verified. Occurrence book and or similar electronic system used to log incidents shall be checked physically.</p> <p>24 hours shift register for the control room to be checked.</p> <p>Effectiveness of Communication system/ Radio functionality will be checked.</p>	<p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>2</p>	<p>10</p>	
<p>Total</p>		<p>100</p>		

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)

4.1 APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER SECURITY SERVICES For (36 months) in the following offices:

4.1.1 SECURITY OFFICERS REQUIRED FOR Motor Transport Services BUILDINGS AT PRINCE ALFRED STREET

- a) 06h00- 18h00 **05 (five)** x Day Shift Security Officers, Grade C unarmed with valid PSIRA Certificate and two-way radio for Sunday to Saturday including public holidays.
- b) 18h00- 06h00 **04 x Night Shift** Security Officers, Grade C unarmed with valid PSIRA Certificate and two-way radio Sunday to Saturday including public holidays.

Total = (9) x security officers required for the precinct.

4.1.2 SECURITY OFFICERS REQUIRED FOR RTI OFFICES AT BRAID STREET PMB

- a) 06h00 to 18h00 Monday to Sunday including Public Holidays 02 (two) x Security Officer Grade C unarmed with valid PSIRA certificate and two-way radio.
- b) 18h00 to 06h00 Mondays to Sundays including Public Holidays, 02 (two) x Grade D unarmed Security Officers with valid PSIRA certificate and two-way radio

Total= 04 (four) Security Officers required for the Precinct

4.1.3 SECURITY OFFICERS REQUIRED FOR TRAFFIC TRAINING COLLEGE

- a) 06h00 to 18h00 Mondays to Sundays including public holidays **02 x grade C** PSIRA registered unarmed Security Officers with two-way radio.
- b) 18h00 to 06h00 Mondays to Sundays including public holidays **02 x Grade C** PSIRA registered Security Officers unarmed with two-way radios.

Total= 04 security officers required for the precinct

4.1.4 SECURITY OFFICERS REQUIRED FOR SANTACO OFFICE

- a) 06h00 to 18h00 Monday to Sunday including Public Holidays 2 **(two)** x Security Officer Grade C unarmed with valid PSIRA certificate and two-way radio.
- b) 18h00 to 06h00 Mondays to Sundays including Public Holidays, 2 **(two)** x Security Officer Grade C with valid PSIRA certificate and two-way radio

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

4.1.5 SECURITY OFFICERS REQUIRED FOR TTIU AT 225 PRINCE ALFRED ROAD

- a) 06h00 to 18h00 Monday to Sunday including Public Holidays 3 **(three)** x Security Officer Grade C unarmed with valid PSIRA certificate and two-way radio.
- b) 18h00 to 06h00 Mondays to Sundays including Public Holidays, 2 **(two)** x Security Officers Grade C armed with valid PSIRA certificate and two-way radio

Total= 5 (five) x security officers required for the precinct

4.1.6 SECURITY OFFICERS REQUIRED FOR THEMBALETHU BUILDING

- a) 06h00 to 18h00 Monday to Sunday including Public Holidays 3 **(three)** x Security Officer Grade C unarmed with valid PSIRA certificate and two-way radio.
- b) 18h00 to 06h00 Mondays to Sundays including Public Holidays, 2 **(two)** x Security Officers Grade C unarmed with valid PSIRA certificate and two-way radio

Total= 5 x security officers required for the precinct

4.1.7 SECURITY OFFICERS REQUIRED FOR HEAD OFFICE AT 172 BURGER STREET

- a) 06h00 to 18h00 Monday to Sunday including Public Holidays 20 **(twenty)** x Security Officer Grade C unarmed with valid PSIRA certificate and two-way radio.
- b) 18h00 to 06h00 Mondays to Sundays including Public Holidays, 6 **(six)** x Security Officers Grade C unarmed with valid PSIRA certificate and two-way radio
- c) 06h00 to 18h00 Monday to Fridays 01 **(one)** x Security Supervisor grade B
Armed with valid PSIRA certificate and fire arm competency certificate and he/she shall have communication equipment.

Total= 27 (twenty-seven) x security officers required for the precinct.

4.1.8 SECURITY OFFICERS REQUIRED FOR D-BLOCK AT 224 PRINCE ALFRED STREET

- a) 06h00 to 18h00 Monday to Sunday including Public Holidays 6 **(six)** x Security Officer Grade C unarmed with valid PSIRA certificate and two-way radio.
- b) 18h00 to 06h00 Mondays to Sundays including Public Holidays, 2 **(two)** x Security Officers Grade C unarmed with valid PSIRA certificate and two-way radio

Total= 8 x security officers required for the precinct

- 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 B), to 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 should it be discovered that they have withdrawn their membership with PSIRA then the department shall terminate the contract.
- 5.5 Service provider shall adhere to the compensation of employees as per Department of Labour Gazette (Basic Conditions of Employment ACT, NO 75 OF 1997).
- 5.6 The monthly and quarterly meetings are compulsory and failure to attend the meetings by the director of the company shall be deemed as a breach of 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 & living 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 Where the job requires physically active security personnel (age between 18 and 55), the department will request the service provider to deploy such personnel deemed to fit the requirement of the department, then the age over than 55 will not be accepted.
- 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 specification.

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.**
- 13.1.3 **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 always 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 always.
- 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 always.
- 15.5 Service aids to be worn on the body always:
 - a) Baton
 - b) Handcuffs
 - c) Whistle
 - d) Pocket book
 - e) Pen and
 - f) Torch (at night & with working batteries) and always carried 2-way radio and cellular phone (with airtime).
 - g) Bullet proof vests

NB: WHERE FIRE-ARM IS A REQUIREMENT. A licenced firearm (9mm or specific calibre as determined by department) with live bullets (not less than 8 in magazine) should always be carried by security official on duty in his/her possession. The firearm must be in working condition. It should be a service provider's duty to ensure that firearms 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 guard's 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 hours 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 always implement an approved control system such as a clock card to provide physical evidence of the presence of all employees on site. 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 always 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 always have detailed procedures manuals for all security functions available on site. 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, always, 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, 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

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 always be manned
- 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 to determine the suitability of control room in meeting the security requirements. (The requirements are as follow; 24-hour operation, can 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 protocol.
- 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 pocketbooks, 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 visitors.
- f) Name of person to be visited.
- g) Purpose of visit.
- h) Brand, Centre and number of firearms 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 for 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 (pocketbook)

- 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 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 a 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 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

27.1 Bidders are referred to General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract and delayed execution.

27.2 Any non-compliant to PSIRA and Basic Conditions of Employment Act is a breach of contract and will lead to termination of services.

- 27.3 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.
- 27.4 The continuous occurring of non-compliance or contravention the SLA will lead to termination of a contract.
- 27.5 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.
- 28.2 in case whereby the department has lost the assets while the service provider has duty to protect such asset or premises, if after a careful investigation it is discovered that the loss was due to the negligence or failure to protect such assets, the department shall recover from the service provider the losses incurred. This shall include the period after the contract has expired if it is proven that during the time of the loss the service provider was contracted to the department.

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.
- 30.2 THE MAIN SERVICE PROVIDER SHALL ENSURE THAT THEY ENTER INTO A SIGNED AGREEMENT/CONTRACT with the sub-contracted company.
- 30.3 the department shall not be dragged into matters of conflict between the main service provider and the sub-contracted company. However, if the department discovered that the service delivery is affected due to unresolved conflict between the service provider and sub-contracted company, the department shall have a right to terminate the contract.

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. If the employees of the service provider are on strike they shall not block or interrupt the services of the department. If the services are interrupted or offices blocked by employees of the service provider, the department shall take steps against the service provider which includes termination of the contract.

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 inadequate 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	1 ST OFFENCE	2 ND 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 C shift payment	Full Grade C 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 C shift payment	Full Grade C 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

- g) The service provider shall be held responsible for any loss of, or damage to, or theft of, or destruction of any
- h) property belonging to the Department which he/she is contracted to secure.
- i) The Service provider shall immediately inform the Department of such loss, damage, destruction or theft.
- j) At all times during the term of the Agreement the Service provider shall carry and maintain in full force and effect the following:
- k) 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/loss.

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.

PRICING SCHEDULE
(To be completed by bidder)
SCHEDULE OF ITEMS TO BE PRICED

BID NO: ZNB000663/00000/00/HOD/GEN/21/T -BID PERIOD 36 MONTHS (3 YEARS)

Provision of physical security services at Head Office, D-block, MTS, Thembaletu, Santaco, TTIU, TTC and RTI Braid Street for a period 36 Months (3 Years) from Date of Award. Payment shall be made on a monthly basis, one month in arrears.

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

1. Security Officers required at Motor Transport Services – Prince Alfred Street

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 and a two-way radio Sunday- Saturday including public holidays	5	Day shift (06h00 to 18h00)	R	R Excl. Vat
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Sunday- Saturday including public holidays	4	Night Shift (18h00 to 06h00)	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

2. Security Officers required at RTI Offices (Braid Street)

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 and a two-way radio Monday - Sunday including public holidays	2	Day shift (06h00 to 18h00)	R	R Excl. Vat
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Night Shift (18h00 to 06h00)	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

3. Security Officers required at Traffic Training College

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 and a two-way radio Monday - Sunday including public holidays	2	Day shift (06h00 to 18h00)	R	R Excl. Vat
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Night Shift (18h00 to 06h00)	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

4. Security Officers required at SANTACO Offices

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 and a two-way radio Monday - Sunday including public holidays	2	Day shift (06h00 to 18h00)	R	R Excl. Vat

Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Night Shift (18h00 to 06h00)	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

5. Security Officers required at TTIU Offices- 225 Prince Alfred Road

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 and a two-way radio Monday - Sunday including public holidays	3	Day shift (06h00 to 18h00)	R	R Excl. Vat
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Night Shift (18h00 to 06h00)	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

6. Security Officers required at Thembaletu Building

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 and a two-way radio Monday - Sunday including public holidays	3	Day shift (06h00 to 18h00)	R	R Excl. Vat
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Night Shift (18h00 to 06h00)	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

7. Security Officers required at Head Office – 172 Burger Street

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 and a two-way radio Monday - Sunday including public holidays	20	Day shift (06h00 to 18h00)	R	R Excl. Vat

Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	6	Night Shift (18h00 to 06h00)	R	R Excl. Vat
Security Supervisor Grade B Armed with valid PSIRA certificate and a firearm competency certificate, he/she shall have communication equipment Monday - Fridays including public holidays	01	06h00 to 18h00	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

8. Security Officers required at D Block – 224 Prince Alfred Street

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 and a two-way radio Monday - Sunday including public holidays	6	Day shift (06h00 to 18h00)	R	R Excl. Vat
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Night Shift (18h00 to 06h00)	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

PRICING SCHEDULE

(To be completed by bidder)

SUMMARY PRICING SCHEDULE

ITEM NO.	OFFICE	NUMBER OF OFFICERS	TOTAL SALARIES PER MONTH
1.	Motor Transport services – Prince Alfred Street	9	R Excl. VAT
2.	RTI Offices (Braid Street)	4	R Excl. VAT
3.	Traffic Training College	4	R Excl. VAT
4.	SANTACO Offices	4	R Excl. VAT
5.	TTIU Offices- 225 Prince Alfred Road	5	R Excl. VAT
6.	Thembaletu Building	5	R Excl. VAT
7.	Head Office – 172 Burger Street	27	R Excl. VAT
8.	D Block – 224 Prince Alfred Street	8	R Excl. VAT
TOTAL		66	R Excl. VAT

Overall Total = Sixty-six (66) x security guards required for the

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

FOR 36 MONTHS

.....
NAME OF BIDDER

.....
SIGNATURE

.....
DATE

**SECTION N
SCHEDULE OF VARIATIONS FROM GOODS OR SERVICES INFORMATION**

(This form is to be used whenever it is applicable)

Should the Bidder wish to make any departure from or modifications in the Special Conditions of Contract, Specifications, Schedule list of Prices/ Quantities/ Drawings or to qualify the bid in any way, he/she shall indicate the proposals clearly hereunder or alternatively make photocopies of the original bid documentation.

SECTION	PAGE	VARIATION: CLAUSE OR ITEM

SIGNATURE OF BIDDER:

DATE:

SECTION O
SCHEDULE OF ALTERNATIVE BIDS
(This form is to be used whenever it is applicable)

Consideration will be given to alternative offers which the bidder may wish to submit. Such offers shall be described, measured and priced in sufficient detail to enable the Province to evaluate the alternative. He/she shall set out his/her proposal clearly hereunder or alternatively make photocopies of the original bid documentation.

SECTION	PAGE	ITEM

SIGNATURE OF BIDDER:

DATE: