



**BID NUMBER: ZNB: DSAC 007/2324**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT (VARIOUS SITES IN KWAZULU-NATAL) FOR THE PERION OF 36 MONTHS**

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

**CENTRAL SUPPLIERS DATABASE No:**.....

<b>CLOSING DATE FOR SUBMISSION OF BIDS: 03 APRIL 2024</b>		<b>CLOSING TIME: 12H00 [NOON]</b>
---	--	-----------------------------------

**IMPORTANT NOTICE TO BIDDERS**

- **The compulsory site briefing meeting to be held on the 12<sup>th</sup> of MARCH 2024 at Department of Agriculture and Rural Development (1 Cedara road Pietermaritzburg Auditorium at 09h00)**
- **Bids received later than the above-stated closing date and time will not be accepted.**
- **Validity Period is 120 Days**

---

**NB:** PROPOSALS RECEIVED LATER THAN THE STATED CLOSING DATE AND TIME WILL NOT BE ACCEPTED. E-MAIL AND FACSIMILE PROPOSALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE DELIVERED AND DEPOSITED IN THE BID BOX WHICH IS SITUATED AT THE HEAD OFFICE OF THE KZN DEPARTMENT OF ARTS AND CULTURE AT THE FOLLOWING ADDRESS: HERITAGE HOUSE, 222 JABU NDLOVU STREET [FORMERLY, LOOP STREET] PIETERMARITZBURG, 3201 WITH THE BID NUMBER, DESCRIPTION; CLOSING DATE OF THE BID AND ADDRESSED TO THE SUPPLY CHAIN MANAGEMENT. THE NAME AND ADDRESS OF THE BIDDING COMPANY MUST BE ENDORSED AT THE BACK OF THE ENVELOPE.

---



## TABLE OF CONTENTS

<b>SECTION</b>	<b>DOCUMENT</b>	<b>PAGE</b>
PART A	INVITATION TO BID AND FORM OF OFFER	3
PART B	TERMS AND CONDITIONS FOR BIDDING	4
PART C	SPECIAL INSTRUCTIONS AND NOTICE	5 - 6
ANNEXURE A	SCHEDULE OF PROJECTS/ PREVIOUS CONTRACTS	7
ANNEXURE B	AUTHORITY TO SIGN BID	8 - 13
ANNEXURE C	SPECIAL CONDITIONS OF CONTRACT	14 - 21
ANNEXURE D	GENERAL CONDITIONS OF CONTRACT	22 - 37
SBD 2	TAX CLEARANCE AND PIN	38
SBD 4	DECLARATION OF INTEREST	39 - 41
SBD 6,1	PREFERENTIAL POINTS AND SPECIFIC GOALS	42 - 46
SDB 7,1	CONTRACT FORM PURCHASE OF GOODS/WORKS	47 - 48
ANNEXURE E	SPECIFICATION AND PRICING	49 - 70
ANNEXURE F	ASSESSMENT/EVALUATION	71 - 73
ANNEXURE G	BRIEFING CERTIFICATE	74



**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU NATAL DEPARTMENT OF SPORT ARTS AND CULTURE</b>					
BID NUMBER:	ZNB: DSAC007/2324	CLOSING DATE:	03 APRIL 2024	CLOSING TIME:	12H00
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT (VARIOUS SITES IN KWAZULU-NATAL) FOR THE PERION OF 36 MONTHS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>HERITAGE HOUSE</b>					
<b>222 JABU NDLOVU STREET</b>					
<b>PIETERMARITZBURG, 3201</b>					
Validity Period	120 Days				
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMES&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE And/ or ELIGIBILITY] ONLY AN ORIGINAL OR CERTIFIED COPY IS ACCEPTABLE</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW ]	
<b>SIGNATURE OF BIDDER</b>	.....		<b>DATE</b>		
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>					
<b>TOTAL NUMBER OF ITEMS OFFERED</b>			<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr M Mazibuko		CONTACT PERSON	Mr G Qwabe	
TELEPHONE NUMBER	078 708 5953		TELEPHONE NUMBER	082 776 7513	
E-MAIL ADDRESS	MazibukoM@kzndac.gov.za		E-MAIL ADDRESS	QwabeG@kzndac.gov.za	



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

<b>1. BID SUBMISSION:</b>	
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 ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

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



## **PART C**

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and 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. Only a hard copy and soft copy shall be considered as stipulated on page 1 of this bid document.
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 initialled.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the bid document.
18. Part A of the bid document **must** be completed and failure to do so shall lead to disqualification.
19. Bids submitted must be complete in all respects, spaces requiring information must be filled in, shown as "not applicable" and not left blank.



20. Bidders failing to adhere to the requirements as stipulated above and in the bid document shall be disqualified.
21. The Department reserves the right not to make an award. The lowest, or any bid will not necessary be accepted and the Department reserves the right to accept any bid either in whole, or in part thereof. In addition, the Department reserves the right to re-open process of soliciting bid offers/ appointing a panel of suppliers at any time should it deemed necessary to do so.





**ANNEXURE B**

**AUTHORITY TO SIGN A BID**

**A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors  
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 .....





**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as

.....

**SIGNATURE**.....

**DATE**.....

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as

.....

hereby authorise .....to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of: (Name of Partnership)

.....

..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>
..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>



**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at .....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of:

(Name of Close Corporation)

.....

**SIGNED ON BEHALF OF CLOSE CORPORATION:**

.....

(PRINT NAME)

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

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:**       1 .....

                                  2 .....

**E. CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at .....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative) .....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**



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

**DATE:** .....

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

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

**WITNESSES:**           1 .....

                                  2 .....

**F. JOINT VENTURE**

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

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners

on.....20.....

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs.....and

Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

.....



**IN HIS/HER CAPACITY**

**AS.....**

**SIGNED ON BEHALF OF (COMPANY NAME)**

.....

(PRINT NAME):

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

**IN HIS/HER CAPACITY**

**AS.....**

**SIGNED ON BEHALF OF (COMPANY NAME)**

.....

(PRINT NAME):

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

**IN HIS/HER CAPACITY**

**AS.....**

**SIGNED ON BEHALF OF (COMPANY NAME)**

.....

(PRINT NAME):

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

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

**SIGNED ON BEHALF OF (COMPANY NAME) .....**

(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 authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection.

with this bid on behalf of:

(Name of Consortium)

.....

**IN HIS/HER CAPACITY**

**AS.....**

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



## **ANNEXTURE C: SPECIAL CONDITIONS OF CONTRACT**

### **1. INTRODUCTION AND RELEVANT INFORMATION**

This bid is invited and will be awarded and administered in terms of the following prescripts and conditions which is applicable to this contract: -

- 1.1 Section 217 of the Constitution of the Republic of South Africa,
- 1.2 The Public Finance Management Act No 1 of 1999 as amended by Act No 29 of 1999 and its Regulations in general,
- 1.3 The Preferential Procurement Policy Framework Act No, 5 of 2000 and its regulations as amended 2022,
- 1.4 National Treasury Supply Chain Management Practice/ Instruction notes and other guidelines.
- 1.5 The Broad Based Black Economic Empowerment Act No 53 of 2003
- 1.6 Private Security Industry Regulation Act 56 of 2001 (PSIRA)
- 1.7 COIDA
- 1.8 Other SCM prescripts and laws.

### **2. REQUIRED DOCUMENTS/ INFORMATION**

If any of the documents or conditions is not met, then the Department reserves the right to disqualify the bid.

The bidder shall ensure that all the required information is furnished.

The Department reserves the right not to evaluate any bids if any of the prescribed documents are not furnished with the bid.

### **3. ACCEPTANCE OF OFFER**

- a. This bid has been invited, and will be adjudicated in terms of the PPPFA, the National Treasury Practice Notes and other legislative requirements as stipulated above. The Department is under no obligation to accept the lowest or any bid and reserves the right to accept any bid either in whole, or part thereof.
- b. Site inspections may be conducted as part of the evaluation process.
- c. The financial standing of bidders and their ability to supply goods/ works or render services may be examined before their bids are considered for acceptance.



- d. In considering or awarding of tender and where 80/20 or 90/10 preference points has been applied, the Department shall allocate contract based on the bidder who scores the highest points.

#### **4. AMENDMENT OF CONTRACT**

Any amendment to or renunciation of the provisions of the contract shall always be done in writing and shall be signed by both parties subject to the Department Legal Services, SCM and relevant end user directorate/ project manager screening the amendment before it is signed.

#### **5. CESSION OF A CONTRACT**

Any cession of a contract will only be accepted after the relevant approval has been obtained from the Department.

#### **6. REMEDIES IN THE CASE OF INCORRECT PREFERENCES**

- a. Should a bidder be awarded a contract based on a misrepresentation of Information which he/she supplied regarding the preference which he/she claimed, or any other information and it is shown later that the information is incorrect, in addition to any legal impact which it may have, the DEPARTMENT will: -
- b. Recover any costs or damages which the DEPARTMENT may have suffered because of the inclusion in the contract, and/or
- c. Cancel the contract and recover any loss which the DEPARTMENT may have suffered because of having to make less favourable arrangements.

#### **7. BID PRICE**

All quoted prices/offers must be firm, in South African currency (ZAR) and must include VAT. It must be noted that bidders who are non-VAT vendors must not include VAT in the bid price, but this must be clearly indicated on the price page. Each item/ service as indicated in the fee's structure/ service fees must be priced separately.

#### **8. CHANGE OF ADDRESS**

Bidders must advise the DEPARTMENT should their address details change from the time of bid to the expiry of the contract.

## 9. COMMUNICATION

All correspondence regarding this bid must be addressed or hand delivered to the: Assistant Director: Supply Chain Management [Hlengwan@kzndsac.gov.za](mailto:Hlengwan@kzndsac.gov.za) Tel. 033 264 3449.

All technical enquiries must be directed to the following: Director Legal services Tel: 071 860 9497 or email at [Sibisim@kzndsac.gov.za](mailto:Sibisim@kzndsac.gov.za)

## 10. COMPLETION OF SPECIFICATION

Where specifications are designed in such a way that responses would be required from the bidders, these forms **must** be completed and submitted as part of the bid document.

## 11. COMPLETENESS OF BID

Bid offers will be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

## 12. CONDITIONS OF BID

- a. The successful service provider must be in a position to assume duty on the date stipulated in the letter of acceptance and/ or as agreed with Department.
- b. No bid submitted by telefax, telegraphic or other electronic means will be considered. Only a hard copy of the bid offer shall be considered.
- c. It shall be noted that the Department is under no obligation to accept the lowest or any bid.
- d. The offer shall be made strictly according to the specification.
- e. By the submission of the bid, the successful bidder undertakes to appoint a supervisor for the purpose of receiving instructions relating to the provision of the service and accepting responsibility for the execution of such instructions.
- f. Bidders must provide the following particulars about themselves as part of the bid:
  - (i) Name, address, and contact details of bankers together with their bank account number.
  - (ii) The names, identity numbers and physical addresses of all partners in cases where persons, a partnership, of a firm consists of a partnership.
  - (iii) Proof and references where works of similar nature was performed.



### **13. CONTRACT PERIOD**

- a. The contract period shall remain in force as determined by the contractual agreement.
- b. The commencement date shall be from the date and as per contractual agreement
- c. The Department reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/ her contractual obligation in terms of the contract.

### **14. EQUAL BIDS**

In the event that two or more bid offers have equal total points, the highest-ranking bidder will be the one scoring the highest number of points in terms of specific goal points.

Should two or more bid offers be equal in all respects, the adjudication shall be decided by drawing of lots.

### **15. JOINT VENTURE**

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

15.2 Project execution plan signed by both parties must be submitted and the following should be considered:

- magnitude of the contract to be executed.
- nature of service to be rendered.

15.3 Any joint venture/ consortium wishing to claim for preference points must submit a B-BBEE level of contribution certificate issued by Verification entity accredited by SANAS or relevant body.

15.4 any joint venture/consortium must submit proof of tax compliance status for each company involved.

### **16. EXECUTION CAPACITY**

The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that s/he had the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/ her experience as a company to undertake the contract. References of past experience of owners/ employees of new entities must accompany the bid document. The bidder will be required to provide office furniture as stated;

### **17. GENERAL APPROACH**

A service provider may not recruit or shall not attempt to recruit an employee of the principal for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof. Such attempt will lead to a contract being terminated or may result in the rejection of the bid.

## **18. CONFLICT OF INTEREST**

Bidders are requested to provide professional, objective and impartial advice/ service and at all times hold the client's interest paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests. Bidders should not perform any assignment that would conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Agency. Without limitation on the generality of this rule, bidders would not be hired under the following circumstances.

## **19. IRREGULARITIES**

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

## **20. LATE SUBMISSION OF BIDS**

Bid offers are late if they are received at the address indicated in the bid document after the stipulated closing date and time.

**A late bid document will not be considered.**

## **21. NOTIFICATION OF ADJUDICATION OF BID**

Notification of the outcome of adjudication of bid shall be published in the media where the invitation to bid was advertised and Department's website.

## **22. TAX CLEARANCE COMPLIANCE**

The bidder must ensure that the company is tax compliant and should submit to the Department a Valid Tax Compliance Status Pin Document obtainable from SARS or CSD registration number with the bid before the closing date and time of the bid.

Each party in the Joint Venture/ Consortium must submit Valid Tax Compliance Status Pin or CSD registration number with the bid before the closing date and time of the bid.

## **23. UNSATISFACTORY PERFORMANCE**

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

Before any action is taken, the Department shall warn the contractor that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory service within the specified reasonable time (7 days minimum). If the service provider/ contractor does not perform satisfactorily despite the warning the Department will:

- (i) Act in terms of its delegated powers.
- (ii) Make a recommendation for cancellation of the contract.

As part of contract conditions, and of managing the service provider's performance the Department reserves the right to inspect and interview subcontractors in ensuring compliance with conditions of the bid/contract.

#### **24. VALIDITY PERIOD AND EXTENSION THEREOF**

The validity period for the offer / quotation must be 120 days from close of bid. However, circumstances may arise whereby the Department may request the bidders to extend the validity period. Should this occur, the Department will request bidders to extend the validity period under the same terms and conditions as originally tendered by the bidders. This request will be done before the expiry of the original validity period.

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

Bid prices must be inclusive of VAT.

#### **26. PAYMENT AND INVOICING**

- a) Only upon receipt and verification of the invoice by an appropriately authorized official, will payment be affected. The invoice shall be original.
- b) Payment shall be made to the contracted bidder/ service provider **only**. Any deviations (e.g. a cession of contract) will only be accepted after relevant approval has been granted.
- c) Each order must be invoiced separately, clearly quoting the relevant order number. Supporting documents with full details of the service rendered must be presented in the invoice or as an annexure thereto.
- d) Payment terms are thirty (30) days on receipt of an original invoice.
- e) **No upfront deposits or payments will be made.**

#### **27. RETURNABLE DOCUMENTS/ INFORMATION**

Compliance with the scope of works/ services.

**Failure to submit the documents/ information required will result in automatic disqualification.**

## **28. CURRENT AND PREVIOUS EXPERIENCE**

Bidders are required to complete Annexure C for all current and previous related contracts.

## **29. EVALUATION CRITERIA**

The bidders' eligibility, capability in rendering the required services and compliance with the specification will be assessed prior to application of **80/20** preference points system.

### **30.1 ADMINISTRATIVE COMPLIANCE**

Bidders will be required to adhere to the administrative aspects of the bid prior to the evaluation of functionality.

### **30.3 EVALUATION OF PRICE AND SPECIFIC GOALS**

The bidder that passes administrative compliance will be evaluated on price (80) and HDI points (20). The bidder who scores the highest points may be awarded the contract as prescribed by PPPFA.

30.4 The Bidder who scores the highest points on more than one bid/ contract will be allocated one contract and of which they shall be afforded the opportunity to choose preferable region. Thereafter, the award shall be to the bidder who is the second highest scorer.

Bidders shall be assessed on eligibility and 80/20 preference point system shall be applied; and as set out on the bid document.

20 points			
HDI	100%	≥51%	<51%
RACE	4	2	0
GENDER (women)	6	3	0
PLD	6	3	0
YOUTH	4	2	0

*\*PLD – Persons living with disabilities*

**NB:** Complete SBD6.1 and Submit – valid B-BBEE certificate or Sworn affidavit to score 20 points in order to score points for specific goals.

## **31. RISK ASSESSMENT**

Department reserves the right to assess the bidder's capability prior to contracting the services in order to mitigate risks.

### **32. SUPPLIER REGISTRATION**

The service provider/ supplier must be registered on Central Suppliers' Database (CSD) system; [www.csd.gov.za](http://www.csd.gov.za). Department will not award or appoint a bidder who is not registered on the CSD as a prospective supplier.



## **ANNEXURE D**

### **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT July 2010**

#### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts, and orders; and
- (ii) To ensure that clients be familiar regarding the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provision in the SCC shall prevail.



## **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices



## General Conditions of Contract

- 1. Definitions:** 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 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 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 labor, 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 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](http://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.
- a. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

## **7. Performance Security**

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

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.



- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder 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.

1.1 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**

- a. 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.

in 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 as 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 scheduled 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 canceling 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, terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.



- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the 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

## **28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case infringement pursuant to Clause 6;



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

## **29. Governing Language**

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

## **30. Applicable Law**

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

## **31. Notices**

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

## **32. Taxes and duties**

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



### **33. National Industrial Participation (NIP) Programme**

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

### **34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**General Conditions of Contract (revised July 2010)**



## **SBD 2**

### **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1

In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2

SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3

The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

5

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

6

Applications for the Tax Clearance Certificates may also be made via eFiling. To use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).



**SBD 4**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. BIDDER'S DECLARATION**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Names	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES NO**

2.2.1 If so, furnish particulars:

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.





.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? 

YES	NO
-----	----

2.3.1 If so, furnish particulars:

.....  
.....

**3. DECLARATION**

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.





**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.**

**I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**



## SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

## 2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to invitations to tender:

- 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).

## 2.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

2.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

## 2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>



- 2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 2.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 3. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT



### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***



The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RACE	#	4		
GENDER (WOMAN)	#	6		
PLD	#	6		
YOUTH	#	4		

**EVALUATION OF PRICE AND HDI GOALS**

The bidder that passes administrative compliance and functionality will be evaluated on price (80) and HDI points (20). The bidder who scores the highest points may be awarded the contract as prescribed by PPPFA.

20 points			
HDI	100%	≥51%	<51%
RACE	4	2	0
GENDER (women)	6	3	0
PLD	6	3	0
YOUTH	4	2	0

*\*PwD– Persons with disabilities*

*Submit – valid B-BBEE certificate or Sworn affidavit to score 20 points.*



**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- ii) The information furnished is true and correct;
- iii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iv) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- v) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



**SBD 7,1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

WITNESSES	
1	.....
2.	.....



SIGNATURE .....

NAME OF FIRM .....

DATE .....

**SBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

- I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- An official order indicating delivery instructions is forthcoming.
- I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

   ...

2. ....





## ANNEXTURE: E

### SPECIFICATION/ TERMS OF REFERENCE

#### APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT (VARIOUS SITES IN KWAZULU-NATAL) FOR THE PERIOD OF 36 MONTHS

<b>ENQUIRIES</b>	Mr G Qwabe	<b>CONTACT No.</b>	082 776 7513
------------------	------------	--------------------	--------------

#### **DEFINITION OF TERMS**

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

1. **ADMINISTRATION**

The KwaZulu-Natal Provincial Administration: Department of Sport, Arts and Culture.

2. **SERVICE**

The security service to be rendered in terms of this bid.

3. **CONTACT PERSON**

The contact person for the Department of Sport, Arts and Culture will be Director, Security Services: Mr. G.S. Qwabe telephone number: 033-264 3434/ 082 776 7513.

4. **BIDDER**

The person or persons, partnership, close corporation, firm or company, whose bid for this service was accepted.

5. **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.

6. **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.

7. **PARTIES**

The Administration and the Bidder.

8. **SECURITY STAFF**

Staff in the employ of the Bidder.

9. **SECURITY GUARD**



Security staff who shall execute the physical security services.

10. **CENTRE**

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

11. **CENTRE MANAGEMENT (CM)**

The person (or persons) in charge of the specific centre referred to in the previous paragraph, and who is an official (or are officials) of the KwaZulu-Natal Provincial Administration, Department of Sport, Arts and Culture.

12. **SUPERVISOR**

12.1 **FIRST LEVEL SUPERVISOR:**

The person executing direct supervision and control over the security guards.

12.2 **SECOND LEVEL SUPERVISOR:**

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

**CONDITIONS OF BID**

1. Bidders must be in the position to assume duty immediately after the bid has been awarded.

2. Prospective bidders must visit the sites in order to ascertain the extent of the service to be rendered.

2.1 The enclosed "site inspection certificate" must be completed and signed by the Departmental representative in respect of each site inspection.

3. Bidders must furnish the following particulars:

3.1 Where their headquarters are situated.

3.2 Where regional offices are situated, if any.

3.3 Whether regional/district offices will be established in the centres where the service is to be rendered.

3.4 Name, address and telephone numbers of bank or other financial institution which manages the bidders finance and the name of a contact person at each financial institution.

3.5 Consent that the financial institutions may answer financial enquiries and supply statements on request.

3.6 The names, identity numbers and street addresses of all partners where Persons, partnerships or close corporations bid.

3.7 Proof of training/experience and/or a condensed description of the training/experience at the bidder's command, must accompany the bids.

If training must still be provided or experience gained, an indication must be given as to when, where and by whom it will be provided.

3.8 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided.

3.8.1 Who, or with whose help, has the business plan been drawn up.

3.8.2 Who, or with whose help, the bid price was calculated.

3.8.3 Whose advice is relied on.

3.9 A list of references must accompany the bid and particulars of similar bids successfully rendered or present bids, with a clear indication of the cash value, must be furnished.

4. Bidders must provide satisfactory proof of registration as employer with the Workmen's Compensation Commissioner.

5. Bidders must undertake to provide a certain and reasonable number of additional staff as requested for the rendering of service at the sites during crisis situations.

6. The price quoted for the service in terms of this bid must be a fixed price which will be held firm for the duration of the bid.

7. The Department reserves the right to increase/reduce the number of guards as the need arises.

### **NORM/STANDARD**

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.

1.1 Bidders who do not comply with conditions for the prescribed minimum wage requirements as legislated in the Government Gazette **will** be disqualified.

2. The norm/quality of the security service to be rendered must be in accordance with the acceptable standard of the trade concerned.

### **3. DUTIES AND FUNCTIONS OF THE CONTRACTOR SHALL BE**

All possible steps shall be taken by the bidder to ensure that the execution of this agreement take place. These steps include, inter alia, the following:

3.1 The protection of State Property at the intended site and the protection of the said property against theft and vandalism.

3.2 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. The bidder must provide the security personnel required for the successful rendering of the service, as follows:

4.1 Guards (Security Officer, grade C), who shall execute the physical security service.

4.2 First-level supervisor (security officer, grade B), exercise direct supervision and control over the security guards such supervisors shall be contactable by radio and conduct spot checks.

4.3 Guards (Security Officer, grade C), who shall execute patrol duties.

4.4 Guards appointed to provide reception duties must have a matric (grade 12), be bilingual (i.e.. isiZulu and English).

5. It is the responsibility of the bidder to ensure that the security personnel in his service and especially those employed for the rendering of this service, meet the following requirements at all times:

#### 5.1 SUPERVISORS

5.1.1 Supervisors must be schooled to at least Matric or grade 12 level.

5.1.2 Supervisors must have a good grounding in their post descriptions and duties.

5.1.3 Supervisors must at all times be capable of leading/controlling and supervising their subordinates.

5.1.4 Supervisors must be able to communicate, read and write in English.

#### 5.2 SECURITY GUARDS

5.2.1 Security guards must be schooled to at least Standard six or grade 8 level.

5.2.2 Security guards shall be able to communicate, read and write in at least the English language.

5.2.3 Security guards may not be younger than 18 years of age.

6. The following general requirements apply:

#### 6.1 SUPERVISORS AND SECURITY GUARDS

6.1.1 Supervisors and security guards must have undergone and passed formal security training and proof thereof must be submitted to the Department's security manager on award of the bid and any qualification as required.

6.1.2 At all times supervisors and security guards must present an acceptable image/appearance which implies, inter alia, that they must not sit, lounge about, smoke, eat or drink while attending to people.

- 6.1.3 Supervisors and security guards must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards them.
- 6.1.4 Supervisors and security guards must be physically healthy and medically fit for the execution of their duties.
- 6.1.5 Supervisors and security guards must be registered as security officers/guards, as required by PSIRA, and carry their membership cards.
- 6.1.6 Supervisors and security guards must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the State.
- 6.1.7 Supervisors and security guards are prohibited from reading official documents or records in offices or handling them.
- 6.1.8 No information concerning State activities may be furnished to the public or news media by the bidder and/or his employees.
- 6.1.9 The State reserves the right to ascertain from the South African Police whether security personnel in his employ possess record clearances as well as to ascertain from the Council of Security Officers whether the security personnel are registered with the Council of Security Officers.
- 6.1.10 Security personnel must at least possess record clearances issued by the South African Police.
- 6.2 The bidder undertakes to ensure that each member of his security personnel will at all times when on duty be fully equipped with:
- 6.2.1 A neat and clearly identifiable uniform of the company, which uniform will include matching raincoats and overcoats.
- 6.2.2 A clear identification card of the company with the member's photo, identification and file numbers on it, worn conspicuously on his person at all times.
- Alternatively: A clear identification card of the company with the member's identity and file numbers on it, accompanied by his official identity document, worn on his person at all times.
- 6.2.3 All security personnel must be in a position to produce, on request, proof of registration with the Security Officers Board/PSIRA.
- 6.2.4 The minimum service aids to be worn on the person at all times during guard duty, are:
- Baton
  - Handcuffs
  - Whistle
  - Pocket book
  - Pen
  - Torch (at night)
  - Radio (communication available at all times)
  - Firearm (if needed)
  - Umbrella (only when necessary)
  - Raincoat (only when necessary)

## Occurrence Book

7. At his headquarters the bidder must keep available for inspection by representatives of the State, proper staff files as well as all appropriate documents of all security personnel in his service who are employed for rendering the service to the State by the bidder and be available for inspections by the Administration's Compliance Directorate/Security Inspectorate. The appropriate documents shall include, inter alia, the following:

Scholastic, registration, and medical certificates and security clearances of all the bidder's personnel.

8. The bidder must ensure that the following security aids, if specified, are available at all times at each site where he renders a security service in terms of this bid (see separate site specification):

### 8.1 OCCURRENCE BOOK

8.1.1 **PURPOSE:** The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors and other occurrences at the site.

8.1.2 **COMPULSORY OCCURRENCE BOOK ENTRIES:** The security personnel on duty must make the following entries in the occurrence book:

8.1.2.1 All listed routine procedures such as patrols undertaken, handing over of shifts, etc mentioning the procedures followed, by whom and the time of commencement. These entries must be made clearly legible in black ink.

8.1.2.2 All occurrences, however important, slight or unusual with reference to the correct time and relevant actions taken.

8.1.2.3 All security personnel activities - especially deviations in respect of the duty list - including particulars of the personnel and relevant times.

8.1.2.4 The issue and/or receipt of keys, indicating the time and by whom they were received or to whom they were handed over/delivered.

8.1.2.5 The unlocking or locking of doors or gates, indicating the time and by whom locked or unlocked.

8.1.2.6 The handing-over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.

8.1.2.7 Occurrence book read: After the taking-over of shifts, the first-level supervisor must make an entry declaring that he/she has read the occurrence book in order to acquaint him / herself with events that occurred during the previous shift.

8.1.2.8 All visits by supervisors and top management: These entries must be done in red ink.

8.1.2.9 The issue/receipt of documentation, indicating the time and by whom delivered/to whom issues.

8.1.2.9 Officials of the State shall pass in writing, all additional requests in respect of the rendering of the service.



**NOTE** Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed on the side.

8.1.3 **STORAGE OF OCCURRENCE BOOKS:** The bidder shall store the fully entered occurrence books for a period of five (5) years.

## 8.2 **ADMISSION CONTROL REGISTERS OR FORMS**

8.2.1 **PURPOSE:** The purpose of the admission control register is always to have information available regarding persons and vehicles that enter or leave the premises outside of normal working hours, in case occurrences should take place which might lead to a judicial enquiry.

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

- Date
- Admission and exit times of the person or vehicle
- Surname and initials of the person or details of vehicle and driver
- Home or work address
- Official identity/passport number
- Purpose of visit
- Brand, caliber and number of firearms in visitor's possession (if any)
- Signature of visitor
- Signature of Security Guard

## 8.2.3 **FIRE ARM CONTROL REGISTER**

The Purpose of the register is to maintain proper records of firearms handed in at security for safekeeping in a lockable safe by persons entering the premises. It shall include:

- Date and Time
- Make and Serial No
- Caliber
- Round/Ammunition
- Key issued to and Signature
- Key issued by and signature
- Safe Key No
- Key Returned by and Signature
- Key Received by and Signature
- Date and Time
- Firearm license or permit Produced YES/NO
- Identity Document Produced YES/NO
- Remarks

NB Security Guard must ensure that a person handing in firearm produces a firearm license or permit and identity document to verify if the number matches. Security guards must not touch firearm handed in.

## 8.2.4 **VEHICLE REGISTRATION/VEHICLE FORMS**

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

- Date of visit





- Admission and exit time of visitor to and from the site
  - Surname and initials of driver
  - Home/Work address
  - Number of passengers
  - Registration numbers of the vehicle
  - Brand, caliber and number of firearms in the vehicle (if any)
  - Signature of driver
  - Departing vehicles must be searched.
- Departing visitors must be searched with walk through scanner and bag scanner which will be provided by the Department.

**NB Parking in front of the Executive building is reserved for visitors of the executive building. Other visitors must park outside the premises of the Department.**

#### **8.2.5 STORAGE OF PEDESTRIAN AND VEHICLE REGISTERS**

The bidder must store the access control registers for both pedestrians and vehicles for a period of five (5) years.

#### **8.3 NOTEBOOK**

**8.3.1 PURPOSE:** The purpose of the notebook is to note down all incidents occurring, or observations made by a security guard/officer during a turn of duty, for later reference.

**8.3.2 REQUIREMENT:** During their turns of duty all security personnel must have a notebook on their persons.

The following information must be noted down in the notebooks:

**8.3.2.1** All occurrences/events, however important, slight or unusual, referring to the following:

**8.3.2.1.1** Reporting on and off duty;

**8.3.2.1.2** Time of occurrence or event;

**8.3.2.1.3** Extent of occurrence or event;

**8.3.2.1.4** Relevant occurrence book serial number with due allowance

**8.3.2.1.5** Follow-up actions taken in respect of occurrence or event.

**8.3.3 COPYING INTO OCCURRENCE BOOK:** All relevant information noted down in the notebook must immediately or directly after return from a patrol be copied into the occurrence book.

**8.3.4 STORAGE OF NOTEBOOKS:** the bidder must store all completed notebooks for a period of five (5) years.

#### **8.4 DUTY LIST**

**8.4.1 PURPOSE:** The purpose of the duty list is to serve as proof, at all reasonable times, which all personnel who should be on duty per shift, are indeed on duty.





8.4.2 **DRAWING UP A DUTY LIST:** Daily, weekly or monthly duty lists of all security guards on duty must be drawn up by the bidder and kept in the security control office of each site where such service is rendered.

8.4.3 **CHANGES TO THE DUTY LIST:** Any change to the duty list shall be crossed out by a single line, initialed, dated and noted in the occurrence book.

## 8.5 **DUTY SHEET**

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

8.5.1 The bidder must have available at the site a fully expounded duty sheet per duty point.

## 8.6 **TWO-WAY RADIOS**

8.6.1 **PURPOSE:** The purpose of radio communication is the establishment of immediate communication between the difference duty points and control on the site as well as between control on the site and control at the bidder's headquarters.

8.6.2 **BASE RADIO:** See site specification for more particulars.

8.6.3 **HAND CARRIED RADIOS:** Serviceable hand carried radios must at all times be provided by the Bidder, as stipulated in the site specifications.

## 8.7 **PATROL DUTIES**

8.7.1 Patrol the perimeter fence and premises hourly during hours of darkness.

8.7.2 Patrol the perimeter fence and premises hourly during the dayshift.

8.7.3 Check and report on the following aspects.

- (i) Conditions of perimeter fence.
- (ii) All external doors are locked after hours.
- (iii) External lights are illuminated during hours of darkness.
- (iv) Broken windows
- (v) Gas storage areas secure.
- (vi) Any vehicle parked on the premises that appear to have been tampered with.
- (vii) Any incidents that are considered to be unusual.

## 8.8 **SAFEKEEPING OF VEHICLES PARKED ON PREMISES**

Regular checks to be carried out after hours on vehicles to ensure they are locked. Any vehicle to be found unlocked, the vehicle is to be secured and if possible, locked and the keys confiscated and secured in the Security Control Office. At the time the keys are claimed the responsible official shall place his/her signature, date time against the recorded incident in the occurrence book.

9. Each working day the first or second level supervisor must make contact with the Departmental representative at the site in order to verify and handle mutual complaints, problems, bottlenecks and request concerning the rendering of service. At least once a month formal discussion must be held and minute of which be kept by the Departmental representative.



10. No security personnel are allowed to do continuous duty for longer than twelve (12) hours.

11. **LOST ARTICLES**

11.1 **DEFINITION:** Lost articles are articles found at the site and for which ownership cannot be established immediately. Such must be handed in at the control room.

11.2 All lost articles handed in at the control room must be recorded in the occurrence book, after which they must be handed in to the Departmental representative immediately.

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

13. **LABOUR UNREST INCIDENTS**

13.1 **DEFINITION:** When the Department's personnel on the site or the security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.

13.2 **LABOUR UNREST AT THE SITE:** If the service is interrupted or temporarily deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the bidder, the parties must come to an agreement on the methods to ensure continuation of the security service. Any failure to reach agreement shall be a breach of these conditions of bid, subject to such terms and conditions relating to breach.

14. **CHECKING OF SERVICE**

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

14.2 The State reserves the right to check the service rendered by the bidder at any time, in order to ensure that the service is rendered in accordance with the conditions of bid and the site specification.

14.3 The State reserves the right to require from the bidder that any of his employees be replaced, in which case the employee(s) must leave the site forthwith. The State will not be held responsible for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses.

14.4 **NOTE:** The Departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.

14.5 All personnel shortages must be noted down in the occurrence book.

15. The bidder will be held liable for any damage or loss suffered by the State, as a result of the bidder's own or his employees' negligence or intent which originated at the site.

16. The state is indemnified against any liability, compensation or legal expenses in respect of the following cases:

16.1 Loss of life or injuries which might be sustained by the security personnel during the execution of their duties.

16.2 Damage to or destruction of any equipment or property of the bidder during the execution of their duties.

16.3 Any claims and legal costs which might arise as a result of any act or omission or acts or acts committed by the security personnel in relation to third persons, which acts include illicit/illegal arrests and other illicit/illegal wrongful acts.

17. The bidder must, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.

17.1 A copy of such insurance bid must be handed to the Departmental representative on commencement of the service.

17.2 Evidence that such insurance premiums have indeed been paid, must be furnished annually.

18. The bidder may not, unless otherwise specified, make use of any of the State's equipment, aids and/or property, for purposes of compliance with the conditions, which equipment, aids and/or property include inter alia vehicles, stationery, firearms, rooms and furniture.

19. The water and electricity required for the rendering of the service, shall be provided free of charge by the State.

20. The bidder is responsible for the training of his personnel at the site in respect of the application of the guideline of the emergency plan applicable for the specific site.

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

22. The bidder's personnel must at all times refrain from littering and must at all times keep the grounds and building occupied by them clean, hygienic and neat.

23. Under no circumstances are security personnel allowed to carry on any trading.

24. The bidder shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or against State buildings or sites or any part thereof without written consent. The bidder shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable.

Any sign, printed matter, painting, name plate, advertisement, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The bidder will be held responsible for the costs of such removal.

## **25. BID PRICES**

Bid prices reflected will be taken as firm for the full contract period and only subject to a statutory wage increase. Increases will be granted on the wage remuneration of the different grades of security officers. An increase may be considered for the second and third year of the contract. Bidders are to state the percentage escalation on the price page

for year two and three. It will be taken by the Department that the percentage increase reflected on the price page for year two and three is exclusive of a statutory wage increase.

## **26. PRO -RATA DECREASE OF PAYMENT**

26.1 If at any time the service is not rendered in accordance with the conditions of bid or the specification (for example number of guards are incomplete), the right is reserved to adjust payment pro-rata.

26.2 No delay or failure of the Department of Sport, Arts and Culture or its officials in exercising its rights in terms of conditions of bid, shall be deemed to be a condonation, waiver or ratification of any departure, breach or failure to comply with any of the set conditions or regulations unless such condonation, waiver or non-fulfillment has been agreed to in writing by the Accounting officer.

## **27. TERMINATION OF SERVICE**

27.1 The stipulations of the Treasury (TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF BID) apply in particular to cases of any failure to comply with any of the conditions of bid, or where an unsatisfactory service is rendered.

27.2 The bid will be terminated immediately should the bidder no longer qualify as security officer in terms of the Private Security Industry Regulatory Act 56 of 2001.

27.3 The bidder must notify the State immediately should he or any member of his security personnel no longer meet the qualifications or conditions of the Private Security Industry Regulatory Act 56 of 2001.

27.4 The bidder must immediately remove from the site and replace any of his employees who no longer qualify as security personnel in terms of the Private Security Industry Regulatory Act 56 of 2001.

28. Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent of both parties.

29. Should the bidder alienate his rights and liabilities in terms of this bid, he must notify the Bid Adjudication Committee immediately so that the necessary steps for the cession of the bid in terms of the General Conditions of Contract.



**(i) Provision of Security Services at Southern Cluster**

NO.	DESCRIPTION/SPECIFICATION	QUANTITY REQUIRED	UNIT PRICE (Excl. VAT)	UNIT PRICE (p/month) (Incl. VAT)	TOTAL (p/month) [unit price (incl. VAT x Quantity)]	TOTAL (X 12 months) Incl. VAT
1.	<b>Controller (Grade B)</b>	<b>1</b>				
2.	<b>Midlands Library Depot. 26 College Rd. Pietermaritzburg.</b> 1 x Day Shift security officer (Grade C) 2 x Night shift security officer (Grade C)	<b>3</b>				
3.	<b>Bulwer Art Centre, Bulwer</b> 1 x Day Shift security officer (Grade C) 1 x Night shift security officer (Grade C)	<b>2</b>				
4.	<b>Arts and Culture Head-Office, Heritage House. 222 Jabu Ndlovu St. Pietermaritzburg.</b> 2 x Day Shift security officer (Grade C) 2 x Night shift security officer (Grade C)	<b>4</b>				
5.	<b>Arts and Culture Head-Office. 171 Boshoff St. Pietermaritzburg</b> 2x Day Shift security officer (Grade C) 2 x Night shift security officers (Grade C)	<b>4</b>				



6.	<b>Language Services, The Lodge, 116 Jabu Ndlovu Street, Pietermaritzburg.</b> 1 x Day Shift security officer, unarmed (Grade C) 1 x Day Shift armed security officer (Grade C) 1 x Night Shift security officer unarmed (Grade C) 1 x Night shift armed security officer (Grade C)	<b>4</b>				
7.	<b>Library Services, 230 Prince Alfred Street, Pietermaritzburg.</b> 2 x Day Shift security officer (Grade C) 2 x Night shift security officer (Grade C)	<b>4</b>				
8.	<b>Museum Services, 230 Prince Alfred Street, Pietermaritzburg</b> 3 x Day shift security officer (Grade C) 3 x Night shift security officer (Grade C)	<b>6</b>				
9.	<b>Heather Hall, Pietermaritzburg</b> 1x Day Shift security officer (Grade C) 1x Night shift security officer (Grade C)	<b>2</b>				
10.	<b>Skinner Camp, Cedara</b> 1x Day Shift security officer (Grade C) 1x Night shift security officer (Grade C)	<b>2</b>				
11.	<b>Archives Repository, 231 Pietermaritz St. Pietermaritzburg.</b> 2 x Day Shift security officer (Grade C) 2 x Night shift security officer (Grade C)	<b>4</b>				
12.	<b>Harry Gwala District Offices 41 Marine Drive</b> 4 x Day Shift (Grade C) 2 x Night Shift (Grade C)	<b>6</b>				



13.	<b>Ugu District Office</b> <b>31 Dias Road</b> <b>Lot 1866</b> <b>Manaba</b> 3 x Day Shift (Grade C) 2 x Night Shift (Grade C)	<b>5</b>				
14.	<b>PMB Head-Office</b> <b>135 Pietermaritz Street</b> 6 x Day Shift (Grade C) 2 x Night Shift (Grade C)	<b>8</b>				
	<b>YEAR 1</b>	<b>TOTAL</b>				<b>R.....</b> <b>.....</b>
	<b>YEAR 2</b>	<b>2023/24 PSIRA/Labour Dept. compliant (year 1 + escalation)</b>		<b>%.....</b>	<b>R.....</b> <b>.....</b>	
	<b>YEAR 3</b>	<b>2024/25 PSIRA/Labour Dept. compliant (year 2 + escalation)</b>		<b>%.....</b>	<b>R.....</b> <b>.....</b>	
	<b>TOTAL (36 months)</b>	<b>= YEAR 1 + 2 + 3</b>				<b>R.....</b> <b>.....</b>
<b>Total Guards = 55</b>		<b>NB:</b> the aforementioned list or quantities is not exhaustive, the Department may during the contract term request the appointed service provider to provide security services for other projects/ events/ sites at the rates stipulated on your bid offer.				



**(ii) Provision of Security Services at Eastern Cluster**

NO.	DESCRIPTION/SPECIFICATION	QUANTITY REQUIRED	UNIT PRICE (Excl. VAT)	UNIT PRICE (p/month) (Incl. VAT)	TOTAL (p/month) [unit price (incl. VAT x Quantity)]	TOTAL (X 12 months) Incl. VAT
1.	<b>Controller (Grade B)</b>	<b>1</b>				
2.	<b>Pinetown Library Depot. 8 Bevis Road, Pinetown.</b> 1 x Day Shift security officer (Grade C) 2 x Night shift security officer (Grade C)	<b>3</b>				
3.	KZN Music House, Durban 1 x Day shift unarmed security Officer (Grade C) 1 x Day shift Armed security Officer (Grade C) 1 x Night shift unarmed Security Officers (GradeC) 1 x Night shift Armed Security Officer (Grade C)	<b>4</b>				
4.	Durban Archives Repository Wheeler House, 14 De Mazenod Road 2 x Day Shift security officer (Grade C)	<b>2</b>				
5.	Eastern Region Head-Office 330 Anton Lembede Road Durban 1x Day Shift security officer (Grade C) 1x Night shift security officer(Grade C)	<b>2</b>				





6	iLembe District Office, Stanger 3 x Day Shift (Grade C) 2 x Night Shift (Grade C)	<u>5</u>				
7	MEC's Truro House 17 Margaret Mncadi Avenue Durban 1 x Day Shift (Grade C) 1 x Night Shift (Grade C)	<u>2</u>				
	<b>YEAR 1</b>	<b>TOTAL</b>				R..... .....
	<b>YEAR 2</b>	<i>2023/24 PSIRA/Labour Dept. compliant (year 1 + escalation)</i>		%.....	R..... .....	
	<b>YEAR 3</b>	<i>2024/25 PSIRA/Labour Dept. compliant (year 2 + escalation)</i>		%.....	R..... .....	
	<b>TOTAL (36 months)</b>	<b>= YEAR 1 + 2 + 3</b>				R..... .....
<b>Total Guards = 19</b>		<b>NB:</b> the aforementioned list or quantities is not exhaustive, the Department may during the contract term request the appointed service provider to provide security services for other projects/ events/ sites at the rates stipulated on your bid offer.				



**(iii): Provision of Security Services at Western Cluster**

NO.	DESCRIPTION/SPECIFICATION	QUANTITY REQUIRED	UNIT PRICE (Excl. VAT)	UNIT PRICE (p/month) (Incl. VAT)	TOTAL (p/month) [unit price (incl. VAT) x Quantity]	TOTAL (X 12 months) Incl. VAT
1.	<b>Controller (Grade B)</b>	1				
2.	Western Regional Offices, 316 Murchison Street, Ladysmith 1 x Day Shift Armed security officer (Grade C) 1 x Night shift Armed security officer (Grade C) 1 x Day Shift Unarmed security officer (Grade C) 1 x Night shift Unarmed security officer (Grade C)	4				
3.	Cathedral Peak, Bergville 1 x Day Shift security officer (Grade C) 1 x Night shift security officers Grade C)	2				
4.	Library Depot. 8 King Edward Street. Dundee 1 x Day Shift security officer (Grade C) 2 x Night shift security officer (Grade C)	3				
5.	Osizweni Art Centre, Newcastle 1 x Day Shift security officer (Grade C) 2 x Night shift security officer (Grade C)	3				



**KWAZULU-NATAL PROVINCE**

SPORT, ARTS AND CULTURE  
REPUBLIC OF SOUTH AFRICA

6.	Amajuba District Offices 37 A Voortrekker Street, Newcastle 3 x Day Shift (Grade C) 2 x Night Shift (Grade C)	5				
7.	uMzinyathi District Offices 85 Karel Landman Street, Dundee 4 x Day Shift (Grade C) 2 x Night Shift (Grade C)	6				
8.	uThukela District Offices 24 Lylell Street, Ladysmith 3 x Day Shift (Grade C) 2 x Night Shift (Grade C)	5				
<b>YEAR 1</b>		<b>TOTAL</b>				<b>R.....</b>
<b>YEAR 2</b>		<b>2023/24 PSIRA/Labor Dept. compliant (year 1 + escalation)</b>			<b>%.....</b>	<b>R.....</b>
<b>YEAR 3</b>		<b>2024/25 PSIRA/Labor Dept. compliant (year 2 + escalation)</b>			<b>%.....</b>	<b>R.....</b>
<b>TOTAL (36 months)</b>		<b>= YEAR 1 + 2 + 3</b>				<b>R.....</b>
<b>Total Guards = 29</b>		<b>NB: the aforementioned list or quantities is not exhaustive, the Department may during the contract term request the appointed service provider to provide security services for other projects/ events/ sites at the rates stipulated on your bid offer.</b>				



**(iv): Provision of Security Services at Northern Region**

NO.	DESCRIPTION/SPECIFICATION	QUANTITY REQUIRED	UNIT PRICE (Excl. VAT)	UNIT PRICE (p/month) (Incl. VAT)	TOTAL (p/month) [unit price (incl. VAT) x Quantity]	TOTAL (X 12 months) Incl. VAT
1.	<b>Controller (Grade B)</b>	<b>1</b>				
2.	<b>Mbazwana Library and Depot, Umhlabuyalingana</b> 2 x day shift security officer (Grade C) 2 x night shift security officer (Grade C)	<b>4</b>				
3.	<b>Qhudeni Public Library and Museum, Nkandla Municipality.</b> 2 x Day Shift security officer (Grade C) 2 x night shift security officer (Grade C)	<b>4</b>				
4.	<b>Nkungumathe Public Library, Nkandla Municipality.</b> 2 x Day Shift security officer (Grade C) 2 x night shift security officer (Grade C)	<b>4</b>				
5.	<b>Ndumo Library, Jozini Municipality</b> 1 x Day Shift security officer (Grade C) 2 x Night shift security officer (Grade C)	<b>3</b>				
6.	<b>Mbazwana Art Centre, UMhlabuyalingana</b> 1 x Day Shift security officer(Grade C) 2 x Night shift security officer(Grade C)	<b>3</b>				
7.	<b>uThungulu Art Centre, Richards Bay</b> 1 x Day Shift Armed security officer (Grade C) 1 x Night shift Armed security officer (Grade C) 1 x Day Shift Unarmed security officer (Grade C) 1 x Night shift Unarmed security officer (Grade C)	<b>4</b>				



8.	<b>Ulundi (Archives)</b> 1 x Day Shift security officer(Grade C) 2 x Night shift security officer (Grade C)	<b>3</b>				
9.	<b>uMkhanyakude District Offices Erf 45 Koedoe St, Hluhluwe</b> 4 x Day Shift (Grade C) 2 x Night Shift (Grade C)	<b>6</b>				
10.	<b>King Cetshwayo District Offices Veld en Vlei ,Richards Bay</b> 3 x Day Shift (Grade C) 2 x Night Shift (Grade)	<b>5</b>				
	<b>YEAR 1</b>	<b>TOTAL</b>				<b>R.....</b>
	<b>YEAR 2</b>	<b>2023/24 PSIRA/Labor Dept. compliant (year 1 + escalation)</b>			<b>%.....</b>	<b>R.....</b>
	<b>YEAR 3</b>	<b>2024/25 PSIRA/Labor Dept. compliant (year 2 + escalation)</b>			<b>%.....</b>	<b>R.....</b>
	<b>TOTAL (36 months)</b>	<b>= YEAR 1 + 2 + 3</b>				<b>R.....</b>
<b>Total Guards = 37</b>		<b>NB:</b> the aforementioned list or quantities is not exhaustive, the Department may during the contract term request the appointed service provider to provide security services for other projects/ events/ sites at the rates stipulated on your bid offer.				



<b>DESCRIPTION</b>	<b>AMOUNT</b>
Provision of Security Services at Southern Cluster	R
Provision of Security Services at Eastern Cluster	R
Provision of Security Services at Western Cluster	R
Provision of Security Services at Northern Cluster	R
VAT 15%	R
<b>GRAND TOTAL BIDDING PRICE</b>	<b>R</b>

**NB: Grand total to be transferred to Part A of document “TOTAL BID PRICE ALL INCLUSIVE” and failure shall lead to disqualification.**



**Schedule C - Remuneration or cost Breakdown/ per security/ grade/area**

Description (Monday- Sunday)	GRADE B (Area 1 & 2)			GRADE C (Area 1 & 2)			GRADE C (All other Areas)		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
A. Monthly wage cost									
<b>Total</b>									
B. Other									
UIF									
Uniform									
Training									
C. Any other Allowance ( <i>please state</i> )									
<b>TOTAL</b>									

*This page must be completed in all respect and failure shall lead to disqualification*

## ANNEXTURE F:

### ASSESSMENT/EVALUATION OF PRICE AND HDI GOALS

#### 1. ADMINISTRATIVE ASPECT/ELIGIBILITY

The bidders will be assessed on eligibility to bid for the services and assessment of administrative requirements.

- **Pre-qualification Criteria:**  
B-BBEE level of contribution: Level 1 (EME or QSE): (bidders to submit **original** copy or certified copy of a valid sworn affidavit or certificate).
- Company - Proof of registration – PSIRA and Letter of good standing with PSIRA
- **Other compulsory requirements:**
  - Attendance clarification meeting/ site briefing as prescribed
  - Certified copy of ID of Directors /members and Clearance certificate from SAPS for all Directors.
  - Letter of good standing with Department of Labour for Unemployment Insurance Fund (UIF).
  - Letter of good standing with Dept of Labour for Occupational Injuries and Diseases Insurance.
  - Proof of Registration of PAYE (Employees Provident Fund)
  - Tax Compliance
  - Company, Directors to be Private Security Industry Regulatory Authority (PSIRA) registered.
  - All staff to be Private Security Industry Regulatory Authority (PSIRA) registered prior to signing of contract.
- Public Liability cover (min. R 10, 000 000) – prior to signing contract.





## 2. EVALUATION OF FUNCTIONALITY

Threshold for Evaluation: A bidder who scores less than 60 Points for functionality will be eliminated and will not progress for further evaluation on price and preference.

- Threshold for Evaluation: The bidder must obtain a minimum overall score of 60 out of 100 points for functionality to qualify for the next phase of evaluation; those Bidders who fail to meet the minimum qualifying score shall be eliminated.

Functionality Criteria will be as follows:

NO.	ELEMENT	DESCRIPTION	WEIGHTING & ALLOCATION	INFORMATION FORMAT
	<b>Relevant Experience and Past Performance (track record)</b>	Previous experience of a bidder for the same project in the past years. Projects must be of similar type, size and complexity to the current bid	<b>50</b>	
		<b>Number of years</b> (company has been registered and rendering the services)	<b>10</b> > 5 years = 10 > 4 – 5 years = 8 >3 - 4 years = 5 >2 – 3 years = 3 >1 - 2 years = 1  < 1 year = 0	Documentation on the relevant experience. Company profile, A list of projects undertaken by the bidder. For each project provide the following: <i>Annexure C</i> <ul style="list-style-type: none"> <li>• Description of service provided.</li> <li>• Role of the bidder</li> <li>• Project cost and duration, etc.</li> </ul> Copies of traceable reference letters from project sponsors or clients <b>must</b> be attached
		<b>Number of Projects</b> (period of 12 months and above)	<b>20</b> ≥ 5 projects = 20 4 projects = 15 3 projects = 10 2 projects = 5 1 project = 2 No project = 0	
		<b>Value of projects:</b> (Cumulative value in Million)	<b>20</b> ≥ R30M = 20 R10M to < R30M = 15 R5M to <R10M = 10 R2M to <R5M = 5 R1M to <R2M = 2 ≤ R1M = 0	
2.	<b>Company Profile and Resources (Key Experts)</b>	Provide evidence of capacity to deliver according to specifications. <ul style="list-style-type: none"> <li>• Number of vehicles</li> <li>• Control room fully functional.</li> <li>• Staff comply with accredited training</li> <li>• Equipment and uniform supplied to staff.</li> </ul>	<b>20</b>	
			<b>5</b>	Organogram of the organization and Key personnel (Attach curriculum vitae (CV's) for Key Personnel i.e. operational manager; financial., human resources
			<b>5</b>	Operational Manager Relevant Qualification in Security Management (Min. NQF level 6 ( <i>attach proof certified</i> ) = 5 No qualification/ irrelevant = 0



			<b>10</b>	Resources (control room, vehicles and Equipment)
3.	<b>Methodology</b>	How the project will be implemented. Time frames must be clearly indicated.	<b>20</b>	
			<b>10</b>	Execution plan and Reporting Strategy
			<b>5</b>	Innovation
			<b>5</b>	Maintenance and support plan
4.	<b>Office in Kwa-Zulu Natal</b>	Office/ business operating within the province	<b>KZN = 10</b>  Other areas/ provinces = <b>0</b>	Submission of a company registration document and provide utility bill, lease agreement or proof of ownership

### **EVALUATION OF PRICE AND HDI GOALS**

The bidder that passes administrative compliance and functionality will be evaluated on price (80) and HDI points (20). The bidder who scores the highest points may be awarded the contract as prescribed by PPPFA.

20 points			
HDI	100%	≥51%	<51%
RACE	4	2	0
GENDER (women)	6	3	0
PLD	6	3	0
YOUTH	4	2	0

*\*PwD– Persons with disabilities*

*Submit – valid B-BBEE certificate or Sworn affidavit to score 20 points.*



**ANNEXURE G**

**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: **KZN DEPARTMENT OF SPORT, ARTS AND CULTURE**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES TO THE DEPARTMENT (VARIOUS SITES IN KWAZULU-NATAL) FOR THE PERION OF 36 MONTHS**

\*\*\*\*\*

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

ON BEHALF OF (**Company Name**).....

ATTENDED THE BRIEFING MEETING 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:**

**DATE:** .....