



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



Free State Shared Service Centre, Private Bag X 20803, Bloemfontein, 9300. Enquiries: Ms Palesa Nhlapo (051) 4004200 Fax: (086) 460 7556

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT:

BID NUMBER : PSSC-PANEL OF SECURITY-FS-02 (2023/2024)
ADVERT DATE : 11-MARCH-2024
BRIEFING SESSION : NONE
CLOSING DATE : 03-APRIL-2024 Time: 11:00 am

EXPRESSION OF INTREST FOR THE ACCREDITATION OF THE PANEL OF SERVICE PROVIDERS WHO WILL ASSIST THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) WITH SECURITY GUARDING SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS, FREE STATE PROVINCE.

BID PROPOSAL RECEIVED AFTER CLOSING DATE AND TIME ARE LATE AND WILL NOT BE ACCEPTED FOR CONSIDERATION.

N.B: SUPPLIERS ARE ADVISED TO REGISTER ON CSD- www.csd.gov.za

Kindly furnish us with bid proposal for services shown on the attached documents.

1. Attached please find the SBD 1, SBD 2, SBD 4, TOR's and the GCC.
2. If you are a sole agent or sole supplier, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your bid price may be gauged, this information will be treated as strictly confidential.
3. All the documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
4. Please make sure that your bid reaches this office before the closing time.
5. When submitting your bid, the following information must appear on the sealed envelope:-
 - (i) Name and address of bidder.
 - (ii) Bid Number
 - (iii) Closing Date.

This envelope can be placed in the bid/tender box on entrance ground Floor 136 SA Eagle Building, Maitland Street, Bloemfontein 9300.

OR

If posted, place the afore-mentioned envelope in a covering envelope addressed as follows:-

Bid, Rural Development and Land Reform Bloemfontein Office: Private Bag X 20803 Bloemfontein 9300.

Yours faithfully,

SIGNED

**Mr. CM MAMPA
DEPUTY DIRECTOR: SUPPLY CHAIN & FACILITIES MANAGEMENT
PROVINCIAL FREE STATE SHARED SERVICE CENTRE
DATE: 11-03-2024**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PSSC-PANEL OF SECURITY-FS-02 (2023/2024)	CLOSING DATE:	03-APRIL-2024	CLOSING TIME:	11:00
DESCRIPTION	EXPRESSION OF INTREST FOR THE ACCREDITATION OF THE PANEL OF SERVICE PROVIDERS WHO WILL ASSIST THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) WITH SECURITY GUARDING SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS, FREE STATE PROVINCE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
bid/tender box on entrance ground Floor 136 SA Eagle Building, Charlotte Maxeke Street, Bloemfontein 9300.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Palesa Nhlapo/ Mr Calvin Mampa		CONTACT PERSON	Mr Morgan Motloung	
TELEPHONE NUMBER	0514004200/0734336144/0716000627		TELEPHONE NUMBER	051404200/0727204535	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	PalesaN@dalrrd.gov.za calvin.mampa@dalrrd.gov.za		E-MAIL ADDRESS	Morgan.motloung@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:

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.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name
(Initials & Surname
or registered name)

Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (if applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent
Name of representative/agent

Date

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer
Name of applicant/
Public Officer

Date

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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. BIDDERS' DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ 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 Name	Identity Number	Name of State Institution

¹ 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.

2.2 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:

.....
.....

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 consortium² 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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements

² 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.

SBD4

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.

3.7 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.

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



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



DIRECTORATE: CSS, PSSC FS
136 Charlotte Maxeke Street , Bloemfontein, 9301
Private Bag X, Bloemfontein, 9301 Tel: 051 400 4200, Fax:
Email: morgan.motloung@dalrrd.gov.za

EXPRESSION OF INTREST FOR THE ACCREDITATION OF THE PANEL OF SERVICE PROVIDERS WHO WILL ASSIST THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) WITH SECURITY GUARDING SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS, FREE STATE PROVINCE.

1. BACKGROUND

The Department of Agriculture Land Reform and Rural Development (DALRRD) has various state land and properties which include Farmer Production Support Units (FPSU), Farms, Resorts and RID construction projects within Free State province, where security and special security event services are required as and when required.

2. SCOPE

2.1 The DALRRD requires Panel of Security Service Providers to render security guarding services FPSUs, Farms, Resorts and RID construction projects or any other property of the DALRRD within the following Districts/ Regions in Free State:

DISTRICTS:
Thabo Mofutsanyane
Mangaung Metro
Xhariep
Lejweleputswa
Fezile Dabi

2.2 The appointed service provider will be required to render security guarding services at PFSUs, Farms, Resorts and RID construction projects within the Districts/ Regions in Free State or any other property of the DALRRD, as and when the need arises. The quotation will be requested from the appointed panel of service providers in terms of the approved TOR before the security guarding service may be rendered.

2.3 The appointed service provider will be responsible for the protection of personnel and clients, assets, property (moveable and immoveable) and information of the DALRRD.

3. DELIVERABLES

3.1 Security officers Grade C (unarmed) .

3.2 Security officers Grade C (armed where required with relevant firearm competency certificate)

TERMS OF REFERENCE FOR THE EXPRESSION OF INTEREST FOR THE ACCREDITATION OF THE PANEL OF SERVICE PROVIDERS WHO WILL ASSIST THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) WITH SECURITY GUARDING SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS, FREE STATE PROVINCE.

NB: it should however be noted that the grades requirements is not only restricted to grade C the Department may in future require other grades than the one specified.

- 3.3 The following must be provided for security purposes: handheld radios and spare batteries, base radio, flashlights, all security related equipment such as equipment, torches with chargers or spare batteries, baton, handcuffs, pocketbook, pens, rulers, uniform and registers.
- 3.4 Provision of protection of personnel and clients, assets (moveable/immovable), property and information of the DALRRD.

4. QUARTERLY AND MONTHLY REPORTING

- 4.1 The appointed service provider must conduct **quarterly security risk evaluations/assessments (TRA)** of all sites in his/her area of responsibility.
- 4.2 The appointed service provider will be required (physical or virtual meetings) to report and/or attend meeting(s) monthly/quarterly, as and when required.

5. WORKING SHIFTS, INSPECTIONS AND PATROLS REQUIREMENTS

5.1 Dayshift: 06:00 to 18:00 Monday to Sunday (including Public Holidays)

5.2 Nightshift: 18:00 to 06:00 Monday to Sunday (including Public Holidays)

NB: However the working hours and shifts are not limited to the aforesaid paragraphs (5.1 and 5.2).

5.3 Daily inspections will be done and captured as follows

5.3.1 1st Level Inspection:

- a. Conducted by a supervisor/security officer that is on duty for that shift.
- b. Required once for day shift and once for nightshift.
- c. **OB Entry must be in red** and the Keyword must be First Level.
- d. This inspection shall include and not be limited to security officers, registers and equipment. A comprehensive OB inspection entry must be made in this regard.
- e. Each register must be inspected during each inspection and a relevant entry made in those registers indicating the OB number. Use a full line and do not leave blank lines.

5.3.2 A full patrol is required for all inspections (1st level) and the following details of the person doing the inspection must be included in the OB entry:

- a. Initial and Surname;

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- b. PSIRA number; and
 - c. Signature.
- 5.4 A monthly report providing proof of such visits must be submitted to the departmental representative. Security incidents, breaches or any other irregularities encountered during such inspections must be immediately brought to the attention of the departmental representative.
- 5.5 It is the responsibility of the appointed service provider to ensure that all posts are always manned. A relief schedule for leave, breakfast, lunch, supper, tea and body breaks must be devised by the appointed service provider prior to commencement of the detailed scope of work, activity list and post procedures.
- 5.6 Inspection parades must be held at least 15 minutes prior to the commencement of any shift so that smooth transition occurs during handing over of shifts.
- 5.7 Should it come to light at any given stage during any type of inspection or coincidence, that a post is unmanned; the DALRRD reserves the right to impose penalties as per the penalty clauses for that particular post for that shift. A monthly penalty register (per site) will be submitted by the DALRRD and these will be submitted to the service provider for purposes of refuting any penalty and also for issuing of the required credit notes.

6. TIMETABLE FOR ACTIVITIES AND REPORTS PRIOR AND DURING THE CONTRACT

The appointed service provider is required to perform the actions identified in the table below within the timeframe specified:

ACTION	COMPLETED BY
Security registers.	Immediate upon commencement of the contract.
Incident notification.	Immediately (upon discovery) report telephonically or via cell phone (WhatsApp is preferred). Electronic OB entry sent to coordinator.
Incident summary report (template will be provided by the DALRRD).	Within 08 - 12 hours after the incident have been reported.
Preliminary investigation report.	Within 3 – 5 days after the incident summary report.
Comprehensive investigation report (investigation template will be provided).	Within 14 - 21 days after the preliminary investigation report.
Detailed site instructions per site to be provided by the service provider.	Within the first 10 working days of the contract commencement.
In services training plan for security officers including the training of an Emergency Controller/Departmental Manager/Representative.	Within the first 1 st month of the contract and the service providers skills development matrix to be provided.
Reaction units and contingency plans for emergency situations i.e. riots, strikes,	Within 14 working days of the contract commencement. Biannual review.

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ACTION	COMPLETED BY
crowd management plan etc.	
The appointed service provider must conduct quarterly premises/site(s) risk evaluations. It is therefore imperative that the appointed service provider has suitable staff that is able to perform such an evaluation.	Within one month of the contract and thereafter on a quarterly basis.
Security equipment and other security related stationary on site (including OB and registers).	Immediately upon commencement of the contract (current registers may be used at start-up, but the departmental templates will be provided, and registers must be printed accordingly within 1 month).
Background checks.	Within six weeks from date of commencement of the contract. Security officers and managers with criminal records will be removed from the contract.

NB: Penalties will be issued for failure to adhere to any of the timeframes stipulated above. Refer to penalty sheet.

7. MANDATORY REQUIREMENTS

NB: Failure to submit the following requirements with the proposal will automatically disqualify the bidder's proposal:

- 7.1. Valid (not expired before closing date of bid advert) PSIRA certificate of the service provider's (company/close co-operation/sole traders) accreditation and registration by the Private Security Industry Regulatory Authority.
- 7.2. Valid (not expired before closing date of bid advert) letter of good standing of the service provider from Private Security Industry Regulatory Authority (PSIRA).
- 7.3. Valid copies of PSIRA certificate(s) of Directors/Owners registered as grade A/B security officers.
- 7.4. Valid (not expired before closing date of bid advert) letter of good standing/proof of registration in terms of the Compensation for Occupational Injuries Disease Act (COIDA) obtainable from Department of Labour). **The nature of business must be for security services.**
- 7.5. Proof of registration to the Private Security Sector Provident Fund (PSSPF) or letter of good standing (not older than 6 months).
- 7.6. Proof of Public Liability Insurance to the minimum value of (Not less than 1 million rand) to cover losses of DALRRD assets and losses from FPSU's, Resorts, Farms and RID Construction sites in case of negligence or criminal activities of company staff.
- 7.7. Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where

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consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.

7.8 Original company resolution on a company letter head authorising a particular person to sign the bid document (even if the company owner is a sole owner, resolution should be completed and signed), the signature of the person authorised or delegated to sign the bid document should also be reflected on the resolution, with all Directors of the Company, Firm or Consortium having signed the resolution. The signatures on the resolution should be original and copies will not be accepted.

8 EVALUATION CRITERIA

This bid shall be evaluated in two stages. During the first stage bids will be evaluated on Mandatory requirements and second will be evaluated on Functionality.

8.1 First Stage -Mandatory requirements

The evaluation of the Mandatory requirements will be carried through SCM officials on compliance check and be verified individually by member of Bid Evaluation Committee members.

8.2 Second Stage- Functionality

The evaluation of the functionality will be evaluated individually by members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

The applicable values that will be utilized when scoring each criteria ranges from **1 being poor, 2 average, 3 being good, 4 very good and 5 being excellent.**

EVALUATION CRITERIA	APPLICATION	WEIGHTS
<p>Ability & Capability</p> <ul style="list-style-type: none"> • Experience • Competency • Track record 	<p>Company experience, capability and ability in guarding services.</p> <ol style="list-style-type: none"> I. The bidder must have at least 2-3 years proven experience in guarding services. II. The bidder should have successfully completed 2 or more projects in the guarding services. All successfully completed projects must add up to minimum 24 months. <p>NB: The bidder must attach reference letters/testimonials from all corporate or government clients where the bidder has provided guarding services as per point (ii) above. The reference letter must be on the bidders' client letter head and must be duly signed by the client. The reference letter should include the period of completed projects.</p> <p>❖ <i>Poor (score 1) - Criteria requirements are not met. None of</i></p>	<p>60</p>

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EVALUATION CRITERIA	APPLICATION	WEIGHTS
	<p><i>above (i) and (ii) criteria requirements is met.</i></p> <ul style="list-style-type: none"> ❖ Average (score 2) – Criteria requirements are inadequately met. <i>One of above (i) and (ii) criteria requirements is not met.</i> ❖ Good (score 3) - Meet all criteria requirements. <i>Both above (i) and (ii) criteria requirements are met.</i> ❖ Very Good (score 4) - Meet all criteria requirements. <i>Both above (i) and (ii) criteria requirements are met with 3 to 5 years' experience and then 24-36 months completed projects experience.</i> ❖ Excellent (score 5) - Exceed both criteria requirements significantly <i>Both above (i) and (ii) criteria requirements are met with more than 5 years' experience and more than 36 months completed projects experience.</i> 	
	<p>Proposed approach and methodology (The bidders shall attach a detailed preliminary program/project plan reflecting the proposed sequence and timeframe, and also, the methodology that will be applied for execution of the various activities as per the scope of work in the TOR)</p> <ul style="list-style-type: none"> ❖ <i>Methodology and proposed plan do not outline the requirements as specified in the ToR – Poor (1)</i> ❖ <i>Methodology and proposed plan inadequately and poorly addressed the requirements in the ToR - Average (2)</i> ❖ <i>Methodology and proposed plan adequately address most of the requirements in the ToR - Good (3)</i> ❖ <i>Methodology and proposed plan specify the manner in which the project will be delivered and indicate additional value adds– Very good (4)</i> ❖ <i>Methodology and proposed plan exceptionally specify the manner in which the project will be delivered and indicate additional value adds– Excellent (5)</i> 	40

NB: The bids that fail to achieve a minimum of 60 points out of 100 points for functionality will be disqualified.

9 TERMS AND CONDITIONS

- 9.1 An in-service training plan must be developed by the appointed service provider and all security officers must undergo awareness (training) as per training plan provided.
- 9.2 An annual uniform issuing schedule must accompany all bids. Uniforms to be reissued every twelve months. Guards and relievers must receive summer and winter uniform. The appointed service provider must make provision for uniform to be re-issued immediately if the need arises (wear and tear). This includes providing suitable uniform for pregnant guards.
- 9.3 The appointed service provider must ensure that all security officers that have passed the recruitment criteria should undergo induction of the site.

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- 9.4 The appointed service provider must manage all incidents that may require the intervention of other law enforcement agencies until the arrival of the proper authorities.
- 9.5 This ToR will serve as the point of departure for the minimum standards of service delivery expected in terms of providing a security service at the DALRRD. No deviations will be tolerated, and the terms thereof are not negotiable.
- 9.6 If it is found during the evaluation process and/or after the bid/contract has been awarded that any false information has been provided, the DALRRD reserves the right to take the necessary action as deemed fit, including but not limited to the institution of criminal procedures and/or disqualification from the bid.
- 9.7 The appointed service provider shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or against the State premises/site(s) on the site of the contract or on the periphery without written consent from Departmental Security Services. The appointed service provider shall not publicly display at the site any article or object which might be regarded as objectionable or inconsiderable.
- 9.8 Any sign, printed matter, painting, nameplate, advertisement, article or object, displayed without written consent, **from Directorate: CSS (Safety and Security services)** or which is regarded as objectionable or undesirable, will immediately be removed. The appointed service provider shall be held responsible for the costs of such removal.
- 9.9 In addition to providing the DALRRD with relevant documents and miscellaneous security aids the appointed service provider will safely store personal files at their provincial headquarters, which must be readily available for inspection and perusal upon reasonable demand from authorised security personnel of the DALRRD. These files should contain *inter alia*, scholastic, registration, training or medical certificates, departmental disciplinary records, security clearances etc.
- 9.10 The DALRRD also reserve a right to increase and/or decrease equipment's and/or the number/quantity of Security Officer(s) and/or transfer/move the service required in the relevant area. The successful bidder is required to recruit NARYSEC Security Graduates within relevant District. The database of NARYSEC Security Graduates will be made available by the Security Manager of the Department.

10 CONDUCT OF SECURITY OFFICERS

- 10.1 Security officers are prohibited from reading documents or records in offices or unnecessary handling thereof.
- 10.2 Security officers will be required to sign a declaration of secrecy prior to be posted on any DALRRD site.
- 10.3 Security officers are allowed to be in possession of cell phones but may not be busy on the cell phone whilst attending someone or client. Earphones may not be used while on duty.

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- 10.4 No information concerning DALRRD activities may be furnished to the public or news media by the service providers and their employees.
- 10.5 Security officers must ensure that customer focus is adhered to at all times.
- 10.6 No deliveries will be received by any security officer(s). The necessary arrangements must be made with the departmental representative during office and after hours, should a delivery have to be made.

11 EQUIPMENT AND TECHNICAL MANDATORIES

- 11.1 In conjunction with the security facilities, systems and equipment provided by the DALRRD, the appointed service providers will be required to supply, maintain and operate the following security aids at his/her own cost (all security officers must be trained on the relevant equipment).
- 11.2 Reliable communication system, base radio and handheld radios must be supplied and be compatible with the base radio installed at all sites. All units are to be supplied with two (2) batteries and suitable chargers. Licensing is the responsibility of the appointed service provider. Cell phones may never be used as a replacement of base or handheld radios unless authorised by DALRRD in certain circumstances e.g. breakdown of transmitter/radio and awaiting installation of new radio etc.
- 11.3 Flashlights and pouch/ring – two flashlight per post, with a minimum of 500 lumens.
- 11.4 Spare batteries for flashlights or charger depending on the type of flashlight issued (rechargeable flashlight will be preferred).
- 11.5 Baton and baton ring.
- 11.6 Handcuffs with key and spare key.
- 11.7 Pocketbook and replacement available within 1 shift.
- 11.8 Occurrence Book (and always have a new book on standby).
- 11.9 Black and red pens and 30cm Ruler.

12 PROTECTION OF DEPARTMENTAL ASSETS

The appointed service provider must ensure compliance with the following:

- 12.1 No state property and/or information may be removed from a DALRRD site without proper authorization documents issued and signed by a person designated by DALRRD management on the premises for this purpose. Specifics regarding approval documents will be provided during the induction of security officers.
- 12.2 No state vehicle may be removed from a DALRRD site without a completed and approved trip authorization issued by a person authorized by the DALRRD. An approved original trip authorization must be requested from the authorized driver. All state vehicles must be subjected to physical searches and inspections when

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departing and returning to the site. Any damages noticed must be immediately reported to the relevant DALRRD manager or the Security Coordinator.

NB: No employee of the appointed service provider is allowed to utilise any state vehicle or vehicle hired by the state for any reason whatsoever. Failure to comply with this requirement will result in penalties to be issued.

12.3 All DALRRD sites are declared gun free zones. The owner of the firearm(s) must be referred to the nearest South African Police Service (SAPS) station for safe storage.

12.4 All prohibited items must be recorded in a register.

13 GUARDING SERVICES AT OTHER PROPERTY (ADDITIONAL SERVICE) AS AND WHEN REQUIRED

13.1 The DALRRD may require the following additional guarding service to be provided by the appointed service provider:

- a) Identification of all risks on the property and reporting of such to the project manager which will be appointed for the event by the DALRRD;
- b) Conducting of patrols on the property;
- c) Prepare a site instruction plan for the deployment;
- d) Provide a temporary guard house(s) or toilets onsite where necessary. May include the provision of water and/or electricity/generator;
- e) Farm/property needs to be inspected at least once a week by an operational manager of the appointed service provider.

14 SECURITY REGISTERS

14.1 The appointed service provider will be responsible for providing all security registers with their company logo, required for the execution of this bid. Registers should be capable of automatic duplication and issuing of receipts. Only self-carbonated paper must be used in registers. These include but not limited to:

- a) Occurrence Books;
- b) Visitors register (capable of duplicate printing);
- c) Rotation registers;
- d) Official assets incoming and outgoing register;
- e) Private assets incoming and outgoing register;
- f) Government vehicles register;
- g) Prohibited items register;

14.2 The registers must be designed in conjunction with DALRRD staff and be approved by the Deputy Director: Safety and Security services prior to the commencement of any security services at any office. The appointed service provider should supply stationary to the security officers. The DALRRD will provide a template of the required registers where applicable.

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14.3 The appointed service provider must ensure the proper completion of all relevant access control registers at all relevant points specified by the DALRRD and will be obliged to comply with all relevant specifications of the DALRRD pertinent to access control of persons and vehicles.

15 ACCESS CONTROL

15.1 The security guarding services will be responsible for protection of personnel, assets (movable and immovable), property and information by executing access control in compliance with the Control of Access to Public Premises and Vehicles Act, 53 of 1985.

15.2 The appointed service provider shall be responsible *inter alia* for the following duties:

15.2.1 Guarding services;

15.2.2 Access control;

15.2.3 Security escorts;

15.2.4 Conduct physical indoor and outdoor security patrols on an hourly basis to ensure the prevention of unauthorized entry, trespass, intrusion and acts of vandalism etc;

15.2.5 Prevent abuse of facilities at the DALRRD premises by employees (including visitors);

15.2.6 Implement crowd management procedures as and when the need arises. Crowd management plan must be provided by the appointed service provider together with the site instructions;

15.2.7 Provide effective security during periods of unrest, striking, disaster or any incidents of similar nature;

15.2.8 Keep track and ensure that all visitor registers/cards/slips are accounted for at the end of each shift. Should there be any visitor cards/slips that are not returned at the end of each working day, the appointed service providers' security supervisor shall provide a written report indicating reasons for visitor's card/slip not been accounted for.

15.3 Access control shall be applied but not limited to the following point(s) at all sites:

- a. All pedestrian and vehicle entrances, including the reception and/or foyer areas at all sites where public and employees enter; and
- b. Inside and outside patrols of the DALRRD premises including perimeter walls or fence.

16 The following facilities, systems and equipment where installed shall be manned by the appointed service provider's personnel who must ensure that the security officials are competent in such systems and equipment:

- a. Main, vehicle and pedestrian entrances, whether equipped or not with electronic security system, such as monitor, boom, access control

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point/biometric walk-through and handheld metal detectors and x-ray machines, etc;

- b. Access control to premises/offices - once inside the reception area, access control shall be conducted by means of card/biometric readers and/or other access control measures where applicable;
- c. Intruder alarm system - where applicable; and
- d. Fire Detection and Control Systems where applicable.

17 PRELIMINARY INVESTIGATIONS AND INCIDENT REPORTING

All security related and occupational and health incidents must be reported, and the following investigation reports submitted:

- a. Immediate notification of the event must be communicated to the relevant coordinator via cell phone;
- b. The offsite supervisor/operational manager must attend all security related incidents/breaches;
- c. A written incident summary report summarizing the event must be submitted within 8 - 12 hours after the incident. A register capable of producing duplicate reports has been designed for this purpose;
- d. A preliminary investigation report must thereafter be submitted within 3 - 5 days (investigation report template will be discussed with the appointed service provider);
- e. A comprehensive investigation report must thereafter be submitted within 14 - 21 days. This report must be compliant with the rules of evidence as laid out in the Criminal Procedure Act 51 of 1977.
- f. The appointed service provider is responsible for reporting criminal cases to SAPS on behalf of DALRRD.

18 LABOUR UNREST INCIDENTS

- 18.1 The appointed service provider shall prepare a labour unrest plan prior to the contract starting with clear details of actions to be taken, time frames, total security officers, procedures regarding striking employees etc.
- 18.2 The appointed service provider must implement the labour unrest plan to ensure continuation of the security services during all labour unrest incidents, civilian disorder, a local or a national disaster or any other cause.
- 18.3 In the event of strike action/unrest being embarked upon by the security officers of the appointed service provider, the appointed service provider will immediately advise the DALRRD of the strike action.

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- 18.4 In the event whereby the private security industry is embarking on a strike, the security officers of the appointed service provider will not be allowed onto the sites of the DALRRD for any purpose other than the rendering of security services in terms of contract.
- 18.5 The appointed service provider shall be responsible for the removal of any of its employees from the sites of the DALRRD and the costs thereof.
- 18.6 The appointed service provider shall immediately replace any striking security officers with suitably qualified security officials so that the operations of the DALRRD are not disrupted in anyway.
- 18.7 Any additional costs that arise as a result of the aforementioned replacement labour shall be for the account of the appointed service provider.
- 18.8 Failure to comply with this provision shall constitute a material breach and the DALRRD shall be entitled to terminate contract with immediate effect.
- 18.9 In the event of the DALRRD incurring any losses or damages as a result of the strike/unrest by employees of the appointed service provider, then the appointed service provider shall be liable for the payment of the aforementioned losses and/or damages.

19 LIABILITY

- 19.1 The appointed service provider will be liable for all damage or loss suffered by the DALRRD as a result of the appointed service provider's own or his/her security officers' negligence or intent, in the execution of duties during the contract.
- 19.2 The DALRRD will not be liable for any loss or damage of whatsoever nature suffered by the appointed service provider and/or the service provider's security officers or contractors; in the execution of this contract.
- 19.3 The DALRRD and its employees are indemnified and held unaccountable by the appointed service provider against all loss or damages of whatsoever nature and whosoever arising.

20 BREACHES AND PENALTIES

- 20.1 Subject to the DALRRD's right to exercise any of its remedies it has in terms of the contract, the DALRRD will have the right to impose the penalties in the instances set out below:

ITEM	PENALTY
Damage and or loss to departmental property or assets either by criminal elements, whether wilfully or by negligence.	Actual cost of loss suffered. This claim must be accompanied by a departmental legal opinion. Full shift payment (hourly rate x 12) per day.
DALRRD of any security incident/breach.	
Failure to submit incident report within 8-12 hours.	
Failure to submit preliminary investigation report within 3-5 days.	
Failure to submit comprehensive investigation report within 14 - 21 days.	

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ITEM	PENALTY
Incomplete or incorrect uniform or part thereof.	R1 000 per shift, per security official.
Use of official state vehicle for any reason whatsoever.	R10 000.
Absence of or incorrect pocketbook.	R200 per shift, per security official.
Absence of/or defective Identity card and/or PSIRA card (writing illegible or card broken).	
Absence of/or defective radio (including problems related to aerials, any communication system).	R 1000 per shift, per site.
Absence of/or defective flashlight.	R 1000 per shift.
Absence of/or defective hand radio (including depleted/defective batteries).	R 1000 per shift.
Security register (absence of/or incorrectly completed).	Full shift payment (hourly rate x 12).
Gender posting insufficient or not balance.	
Non posting of security officers.	
Desertion of post.	
Misrepresentation of information.	
Misconduct (any offence contained in the service providers or PSIRA code of conduct).	
Sleeping on duty.	
Failure to conduct any of the required 1 st level and/or 2 nd level inspections (1 penalty per inspection not conducted).	
Posted officers without the knowledge of the departmental representative.	
Posted officers who are not inducted by the service provider.	
Defective equipment.	
Absence of required equipment.	
Officers working long hours without a relieve i.e 16 hours and more.	
Dereliction of duty.	
Making use of a cell phone whilst on duty.	
Eating on duty (at post).	

20.2 Security officers must render the security guarding services as required by the DALRRD. Should it at any time during the term of this contract be determined that security personnel of a lower grade or with inadequate training or no training at all were provided, all overpayments made to the appointed service provider shall forthwith be recovered from the time the lower grade or untrained security personnel was/were deployed. This may be regarded as material breach of the contract which could lead to the termination of the contract.

21 ENQUIRIES

Below is the contact detail for all bid related enquiries. Electronic communication will be preferred:

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QUERY	NAME	CONTACT DETAILS
Technical	Mr M Motloung	morgan.motloung@dalrrd.gov.za (051) 400 4200 0727204535
Bid related	Mr C. Mampa	Calvin.mampa@dalrrd.gov.za (051) 400 4200 0716000627
	Ms P. Nhlapo	PalesaN@dalrrd.gov.za (051) 400 4200 0734336144

22. PUBLICATION

- 22.1 E-tender/National Treasury Portal
- 22.2 DALRRD Website

23. ADVERT TENDER PERIOD

- 23.1 21 calendar days

**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 with regard to 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 provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

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

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 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.

Js General Conditions of Contract (revised July 2010)