

SBD 1 PART A
(Supplier to complete & return.
Failure to complete, offer will be invalid)
INVITATION TO QUOTE

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE DEPARTMENT OF TRANSPORT					
QUOTATION NUMBER:	ZNQ03751/00000/00/HOD/GEN/22/T	CLOSING DATE:	21 October 2022	CLOSING TIME:	11h00
DESCRIPTION	SUPPLY FOR ONE MONTH SECURITY GUARDING SERVICE AT HEAD OFFICE				
QUOTATION RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
172 BURGER STREET			Email: tenders@kzntansport.gov.za		
DEPARTMENT OF TRANSPORT			Under no circumstances must suppliers submit their quotation offers/ responses to the official whose name appear on the enquiries.		
PEITERMARIZBURG					
3200					
Mon to Fri: 07:30 until 16:00					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Taryn Francis	CONTACT PERSON	Sne Majola		
TELEPHONE NUMBER	033-355-8764	TELEPHONE NUMBER	033 355 8972		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	taryn.francis@kzntransport.gov.za	E-MAIL ADDRESS	Sne.majola@kzntransport.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT			[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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B3: QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES
☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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.

SBD 1 PART B
(Supplier to complete & return.
Failure to complete, offer will be invalid)
TERMS AND CONDITIONS FOR QUOTING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. IF THE BID WAS INVITED THROUGH A CLOSE QUOTATION PROCESS; WHERE SUPPLIERS WERE SOURCED FROM CSD USING THE COMMODITY PROCESS; SUPPLIERS WHO WERE NOT INVITED WILL NOT BE CONSIDERED.
- 1.5. USE OF OMISSION IN THE DOCUMENT IS PROHIBITED, ALL CORRECTIONS MUST BE INITIALED BY TENDERR AND USE OF CORRECTION FLUID IS PROHIBITED.
- 1.6. FAILING TO COMPLY WITH THE ABOVE REQUIREMENTS WILL RESULT IN THE BID BEING NON-RESPONSIVE.
- 1.7. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

3. COMPLIANCE AND RETURNABLES: THE FOLLOWING RETURNABLE DOCUMENTS MUST RETURNED WITH THE QUOTATION DOCUMENT

- 3.1 SBD 1 INVITATION TO QUOTE (SBD1 PART A)
- 3.2 SBD 1 – TERMS AND CONDITIONS FOR BIDDING (SBD1 PART B)
- 3.3 MEMBERS RESOLUTION
- 3.4 SBD 3.1 - PRICING SCHEDULE – FIRM PRICES
- 3.5 SBD 4 - DECLARATION OF INTEREST FORM
- 3.6 SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS
- 3.7 SBD 6.2 – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT TOGETHER WITH ANNEXURE C, D & E (COMPLETED IF APPLICABLE)

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: _____/_____/_____

NOTICES TO RESPONDENTS REGARDING THE COMPLETION OF FORMS

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the Bids forms be retyped or redrafted, but can be completed online without changing any words. Photocopies of the original Bids documentation may be used, but an original signature must appear on such photocopies.
3. The Respondent 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 Bids documents.
6. Each Bids shall be addressed in accordance with the directives in the BIDS documents and shall be lodged in a separate sealed envelope, with the name and address of the Respondent, the Bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any Bids 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 Bids numbers on the envelopes are kept unopened in safe custody until the closing time of the Bids. Where, however, a Bids is received open, it shall be sealed. If it is received without a Bids 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 Bids found in any other box or elsewhere subsequent to the closing date and time of Bids will be considered.
9. No Bids sent through the post will be considered if it is received after the closing date and time stipulated in the BIDS documentation, and proof of posting will not be accepted as proof of delivery.
10. No Bids submitted by telefax, telegraphic will be considered.
11. Bids documents must not be included in packages containing samples. Such Bids may be rejected as being invalid.
12. Any alteration made by the Respondent must be initialled. If not initialled the Respondent may be disqualified.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of Bids.
15. Where practical, prices will be made public at the time of opening Bids.

Rights to Award

- KZN Department of Transport reserves the right to call for presentations from shortlisted suppliers or ***Reserves the Right to accept bids in Whole or In Part.***
- Not to make any award in this bid or accept any proposals submitted,
- Award the project to more than one (1) Respondent for the same activity
- Request further technical/functional information from any Respondent after the closing date,
- Verify information and documentation of the Respondent(s),
- Not to accept any of the bid document submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

Price Negotiation.

KZN DoT reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.

KZN DoT supports the spirit of economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the KZNDOT does not support any form of fronting.

MEMBERS RESOLUTION

Close Corporation / Company / Partnership / Trust / Sole proprietor or sole trader name:

_____ Registration number:

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc RESOLVED that

_____,
In his/her capacity as _____, is authorized to make applications on behalf of the Close Corporation company / Partnership / Trust / Sole proprietor or sole trader for: any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust / Sole proprietors or sole trader (**sole member still must Sign this resolution**)

Signature of members:

Name	Signature
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Failure to complete and sign this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the bid being considered non-responsive and rejected.

3.1
PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Closing Time 11h00	Bid number ZNQ03751/00000/00/HOD/GEN/22/T Closing date 21 October 2022
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OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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

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

DESCRIPTION	NUMBER OF OFFICERS	SHIFT	SALARY PER OFFICER Incl. Allowances (Excl. VAT)	MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances))
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Sunday to Saturday including public holidays	5	Day shift (06h00 to 18h00)	R	R Excl. Vat
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Sunday to Saturday including public holidays	4	Night Shift (18h00 to 06h00)	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

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

DESCRIPTION	NUMBER OF OFFICERS	SHIFT	SALARY PER OFFICER Incl. Allowances (Excl. VAT)	MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Day shift (06h00 to 18h00)	R	R Excl. Vat
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Night Shift (18h00 to 06h00)	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

3. Security Officers required at Traffic Training College

DESCRIPTION	NUMBER OF OFFICERS	SHIFT	SALARY PER OFFICER Incl. Allowances (Excl. VAT)	MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Day shift (06h00 to 18h00)	R	R Excl. Vat
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Night Shift (18h00 to 06h00)	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

4. Security Officers required at SANTACO Offices

DESCRIPTION	NUMBER OF OFFICERS	SHIFT	SALARY PER OFFICER Incl. Allowances (Excl. VAT)	MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Day shift (06h00 to 18h00)	R	R Excl. Vat
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Night Shift (18h00 to 06h00)	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

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

DESCRIPTION	NUMBER OF OFFICERS	SHIFT	SALARY PER OFFICER Incl. Allowances (Excl. VAT)	MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Day shift (06h00 to 18h00)	R	R Excl. Vat
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Night Shift (18h00 to 06h00)	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

6.Security Officers required at Thembaletu Building

DESCRIPTION	NUMBER OF OFFICERS	SHIFT	SALARY PER OFFICER Incl. Allowances (Excl. VAT)	MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Day shift (06h00 to 18h00)	R	R Excl. Vat
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday - Sunday including public holidays	2	Night Shift (18h00 to 06h00)	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

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

DESCRIPTION	NUMBER OF OFFICERS	SHIFT	SALARY PER OFFICER Incl. Allowances (Excl. VAT)	MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday to Sunday including public holidays	12	Day shift (06h00 to 18h00)	R	R Excl. Vat
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday to Sunday including public holidays	6	Night Shift (18h00 to 06h00)	R	R Excl. Vat
Security Supervisor Grade B Armed with valid PSIRA certificate and a firearm competency certificate, he/she shall have communication equipment Monday to Fridays including public holidays	01	06h00 to 18h00	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

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

DESCRIPTION	NUMBER OF OFFICERS	SHIFT	SALARY PER OFFICER Incl. Allowances (Excl. VAT)	MONTHLY SALARY (NUMBER OF OFFICERS X SALARY PER OFFICER (Including allowances)
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday to Sunday including public holidays	4	Day shift (06h00 to 18h00)	R	R Excl. Vat
Security Officer Grade C unarmed with valid PSIRA certificate and a two-way radio Monday to Sunday including public holidays	2	Night Shift (18h00 to 06h00)	R	R Excl. Vat
TOTAL SALARY PER MONTH				R Excl. Vat (Carried forward to item 1)

ITEM NO.	COMPONENTS	TOTAL PRICE FOR 01 Month (CARRIED OVER)	
1.	TOTAL SALARIES INCLUDING ALLOWANCES e.g. <i>UIF, COID/WCA, Uniforms, Training & Cleaning etc.</i> (as per above)	R (P/M)	Excl. VAT
2.	TOTAL OVERHEADS (SERVICE) e.g. TRANSPORT FEES & PROFIT, SKILLS TRANSFER TO SUB-CONTRACTOR	R (P/M)	Excl. VAT
3.	TOTAL BID PRICE EXCL VAT (Add Items 1+2)	R (P/M)	Excl. VAT
4.	VALUE ADDED TAX (VAT)	R	(P/M)
5.	TOTAL BID PRICE INCLUDING VAT PER MONTH (Add items 3+4)	R	Incl. VAT (P/M)
6.	TOTAL BID PRICE INCLUDING VAT FOR 01 MONTH (Item no. 5 X 1)	R	(01 Month)

Please refer to the attached specification on page 50-76

I (full name) _____, in my capacity as _____, the duly authorized representative of _____ (business name) hereby declares that the offer is in accordance with the attached specification, notes to suppliers & accepts all conditions/clauses contained in the said documents.

Signature of duly authorised representative		Date: _____
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PLEASE NOTE ALL RATES MUST COMPLY WITH PSIRA RATES AS STATED IN THE CONDITIONS AND SPECIFICATIONS. FAILURE TO COMPLY WITH PSIRA RATES WILL RENDER NON-COMPLIANT.

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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 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

- 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:

.....
.....

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.

- 2.3 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.
- 3.4 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.

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.

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

$$\mathbf{80/20} \quad P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE:
ADDRESS
.....
.....

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisationi- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	---

3. I hereby declare under Oath that:

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

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

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

Deponent Signature: _____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

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

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

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

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Uniform	100%
Radios	60%

3. Does any portion of the goods or services offered have any imported content?

4. **(Tick applicable box)**

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

4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annexure C

SATs 1286.2011

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

GBP[

EU

Pula

(C1)	Tender No.	
(C2)	Tender description:	
(C3)	Designated product(s)	
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	
(C7)	Specified local content %	

[illegible]

Signature of tenderer from Annex B

Date: _____

Imported Content Declaration - Supporting Schedule to Annex C

[illegible]

Calculation of imported content

A7. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										This total must correspond with Annex C - C 21	

Calculation of imported content

[illegible]

Calculation of imported content

Imported by 3rd party and supplied to the Tenderer				Calculation of Imported Content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

Calculation of foreign currency payments

[illegible]

Signature of tenderer from Annex B

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date: _____

This total must correspond with
Annex C - C.23

Annex E

SATS 1286.2011

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		

(E9) Total local products (Goods, Services and Works)

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1
.....

2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

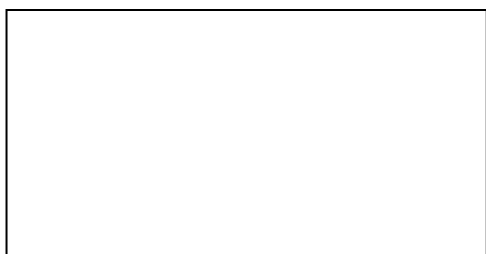
4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

A large, empty rectangular box with a black border, intended for an official stamp.

WITNESSES

1

2

DATE:

GENERAL CONDITIONS OF CONTRACT

i. 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 into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

ii. Application

- a. 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.
- b. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- c. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

iii. General

- 1.1 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.
- 1.2 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

iv. Standards

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

v. Use of contract documents and information; inspection.

- a. 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.
- b. 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.
- c. 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.
- d. 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.

vi. 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

- 1.1 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.
- 1.2 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.
- 1.3 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:
8. 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
9. a cashier's or certified cheque
- 1.4 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.

2. Inspections, tests and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 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.
- 2.3 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.
- 2.4 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.

- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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

- 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.
- b. 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.

2. Delivery and documents

- a. 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.
- b. Documents to be submitted by the supplier are specified in SCC.

3. Insurance

- a. 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.

4. Transportation

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

5. Incidental Services

- a. 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.
- b. 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.

6. Spare parts

- a. 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.

7. Warranty

- a. 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.
- b. 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.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. 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.
- e. 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.

8. Payment

- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. 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.
- c. 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.
- d. Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

- a. 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.

10. Contract amendments

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

11. Assignment

- a. 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.

12. Subcontracts

- a. 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.

13. Delays in the supplier's performance

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

- f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

14. Penalties

- a. 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.

15. Termination for default

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - a. the name and address of the supplier and / or person restricted by the purchaser;
 - b. the date of commencement of the restriction
 - c. the period of restriction; and
 - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. 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.

16. Anti-dumping and countervailing duties and rights

- a. 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.

17. Force Majeure

- a. 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.
- b. 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.

18. Termination for insolvency

- a. 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.

19. Settlement of Disputes

- a. 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.
- b. 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.
- c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- e. 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.

20. Limitation of liability

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

21. Governing language

- a. 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.

22. Applicable law

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

23. Notices

- a. 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
- b. 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.

24. Taxes and duties

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c. 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.

25. National Industrial Participation (NIP) Programme

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

26. Prohibition of Restrictive practices

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

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

1. DEFINITION OF TERMS

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

1.1 ADMINISTRATION

The KwaZulu-Natal Provincial Administration: Department of Transport.

1.2 AGREEMENT

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

1.3 AGREEMENT PERIOD

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

1.4 BIDDER

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

1.5 CENTRE MANAGEMENT (CM)

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

1.6 SERVICE PROVIDER

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

1.7 DEPARTMENT

Refers to the KZN Department of Transport (DOT)

1.8 OFFICES/BUILDING/PRECINCT

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

1.9 PARTIES

The Administration and the Bidder

1.10 SECURITY STAFF

Staff in the employ of the Bidder

1.11 OFFICERS

Security staff who shall execute the physical security services

1.12 SERVICE

The security service to be rendered in terms of this agreement

1.13 SUPERVISOR

1.13.1 FIRST LEVEL SUPERVISOR:

The person executing direct supervision and control over the officers

1.13.2 SECOND LEVEL SUPERVISOR:

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

2. CONDITIONS OF BID

2.1 The service provider shall have a certificate of good standing as part of required documents for consideration.

2.2 Service provider shall indicate his/her affiliates

2.3 Bidders shall attach authentic letter indicating experience in security

2.4 Bidders shall attach references about rendering security services in government departments and/ or parastatals

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

- 2.6 Prospective bidders must visit the sites in order to ascertain the extent of the service to be bided. A **COMPULSORY** Site inspections details indicated in Section A –Invitation to bid
- 2.7 The enclosed "site inspection certificate" must be completed and signed by the departmental representative in respect of each site inspection.

Bidders must furnish the following particulars:

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

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

3. NORM/STANDARD

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

DUTIES AND FUNCTIONS OF THE SERVICE PROVIDER

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

4.1 APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER SECURITY SERVICES For (01 months) in the following offices:

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

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

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

4.1.2 SECURITY OFFICERS REQUIRED FOR RTI OFFICES AT BRAID STREET PMB

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

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

4.1.3 SECURITY OFFICERS REQUIRED FOR TRAFFIC TRAINING COLLEGE

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

Total= 04 security officers required for the precinct

4.1.4 SECURITY OFFICERS REQUIRED FOR SANTACO OFFICE

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

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

4.1.5 SECURITY OFFICERS REQUIRED FOR TTIU AT 225 PRINCE ALFRED ROAD

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

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

4.1.6 SECURITY OFFICERS REQUIRED FOR THEMBALETHU BUILDING

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

Total= 4 x security officers required for the precinct

4.1.7 SECURITY OFFICERS REQUIRED FOR HEAD OFFICE AT 172 BURGER STREET

- a) 06h00 to 18h00 Monday to Sunday including Public Holidays **12 (twenty)** x Security Officer Grade C unarmed with valid PSIRA certificate and two-way radio.
- b) 18h00 to 06h00 Mondays to Sundays including Public Holidays, **6 (six)** x Security Officers Grade C unarmed with valid PSIRA certificate and two-way radio
- c) 06h00 to 18h00 Monday to Fridays **01 (one)** x Security Supervisor grade B
Armed with valid PSIRA certificate and fire arm competency certificate and he/she shall have communication equipment.

Total= 19 x security officers required for the precinct.

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

- a) 06h00 to 18h00 Monday to Sunday including Public Holidays **4 (four)** x Security Officer Grade C unarmed with valid PSIRA certificate and two-way radio.
- b) 18h00 to 06h00 Mondays to Sundays including Public Holidays, **2 (two)** x Security Officers Grade C unarmed with valid PSIRA certificate and two-way radio

Total= 6 x security officers required for the precinct

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

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

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

5 PSIRA AND BASIC CONDITIONS OF EMPLOYMENT ACT COMPLIANT

- 5.1 The performance of the service provider's security officers and the adherent to sector wage determination (PSIRA rates as per determined areas) is very important to the department for ensuring proper safeguarding of departmental assets and as well as compliance to security legislation.
- 5.2 The Service Provider must comply with the requirements of the security Authority (PSIRA). This means that when quoting consideration must be made to meet PSIRA rates for contracting as per designated areas (area 1, 2 & 3) determined by the Authority.
- 5.3 Employees must be compensated as per PSIRA rates as per designated areas, and the department will verify this (by means of inspections) and if it has been found that employees are underpaid the department will have the right to terminate the contract and claim damages / losses suffered.
- 5.4 Department shall have the right to review whether the Service provider is still registered with PSIRA, and should it be discovered that they have withdrawn their membership with PSIRA then the department shall terminate the contract.
- 5.5 Service provider shall adhere to the compensation of employees as per Department of Labour Gazette (Basic Conditions of Employment ACT, NO 75 OF 1997).
- 5.6 The monthly and quarterly meetings are compulsory and failure to attend the meetings by the director of the company shall be deemed as a breach of contract.

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

6 SERVICE CATEGORIES

6.1 Services may generally be divided into the following categories:

- a) Access control duties at security reception and main entrances
- b) Access controls at vehicular gates/security car parks.
- c) Processing (searching) of vehicles, passengers, & everyone entering & leaving the premises to ensure that they don't go out with department's property without (valid) permit / permission.
- d) Searching of designated areas.
- e) Patrol services.
- f) Guard services.

7 ACCESS CONTROL AT VEHICLE GATES/ CAR PARKS

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

i. PATROL SERVICES

8.1 Patrol of Site after Hours

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

ii. PHYSICAL SCOPE OF THIS SPECIFIC CONTRACT

- 9.1 The department's premises to be patrolled and secured, especially:
 - 9.1.1 Movable assets
 - 9.1.2 Cars and car parks
 - 9.1.3 Staff on duty

iii. GUARD SERVICES

- 10.1 This service relates to the guarding of assets / property in accordance with standard practices and procedures in the security industry and department's specifics.
- 10.2 All accommodation, facilities and services supplied to the Service provider by the department shall be operated and maintained by the Service provider to the satisfaction of the department.

11 RESTRICTIONS ON THE ERECTION OF STRUCTURES AND EQUIPMENT

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

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

- 12.1 All security staff shall be properly trained and accredited in accordance with PSIRA requirements and equipped for their duties and shall be security cleared by the S.A. Police Services and State Security Agency (SSA).
- 12.2 All personnel shall be supplied with uniforms and equipment necessary for the performance of their duties.
- 12.3 The Service provider undertakes to employ only such persons for the performance of the functions and/or duties in connection with the project on the site as the Department may approve in writing.
- 12.4 If the Department at any time is of the opinion that any of the Service provider's employees connected with the performance of the functions and/or duties in terms of this contract should, for any reason not be connected with the performance of such functions or duties, the department shall be entitled to require the Service provider forthwith to withdraw any such employee from any such function or duty or forthwith to withdraw such employee from the premises.
- 12.5 In such an event, the Service provider shall forthwith comply with such request and shall not on account of such request be entitled to claim any loss or damages from the Department. Furthermore, if the Department requires any information regarding any of the Service provider's employees connected with the performance of functions and duties in terms of this Contract, the Service provider shall without delay furnish the Department with all requested valid information upon request.
- 12.6 The Service provider shall appoint personnel capable of communicating with members of the public in the language dominant in the area.
- 12.7 The person must be able to communicate in English including a basic understanding of sign language and the department shall be entitled to require the Service provider forthwith to

withdraw any employees from the relevant duty if such employee does not, in the opinion of the Department, comply with a reasonable linguistic standard.

12.8 Where the job requires physically active security personnel (age between 18 and 55), the department will request the service provider to deploy such personnel deemed to fit the requirement of the department, then the age over than 55 will not be accepted.

12.8 The Department reserves the right to terminate the Contract whenever there is Relocation of Department Offices on the day of Relocation to the New Buildings after the 30 days' notice.

13. OPERATIONAL MANAGERS, SUPERVISORS AND SECURITY OFFICERS

13.1 Operational Managers

13.1.1 Operational managers shall be trained to at least Standard Ten (Std. 10/Grade 12) levels and / NQF Level 6 / RVQ 13.

13.1.2 Must have at least PSIRA grade B and security management qualification

13.1.3 At least three (03) years management experience in security environment

13.1.4 Must visit the site at least once in every week and submit a full written report every month.

13.2 Supervisors

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

13.2.1 Supervisors shall be trained to at least Standard Ten (Std. 10/Grade 12) levels.

13.2.3 Shall have a good grounding in their post descriptions and duties

13.2.4 At all times be capable of leading/controlling and supervising their subordinates.

13.2.5 Be able to communicate, read and write in the languages specified above

13.2.6 Have at least Grade B Security Supervisor's certificate.

13.2.7 Supervisor must visit the site every shift (especially during the shift change) to monitor the security officers and see to it that services are still rendered as this specification.

13.3 Security Officers

13.1.1 Security Officers shall be trained to at least Standard eight (Std. 8/Grade 10) and be graded at level C with valid SOB/PSIRA certificate

13.1.2 Security Officers shall be able to communicate, read and write as mentioned above.

13.1.3 Security Officers may not be younger than 18 years of age.

14. GENERAL PROVISIONS FOR SUPERVISORS AND SECURITY OFFICERS

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

15. SECURITY STAFF ON SITE UNIFORM AND EQUIPMENT

- 15.1 The Service provider shall ensure that each member of his security staff will at all time when on duty be fully equipped in respect of, but not limited to:
- 15.2 A neat and clearly identifiable uniform from the Service provider, which uniform will include matching raincoats and overcoats for rainy and cold conditions respectively.
- **NO “Combat” uniform will be accepted.**
 - **NO Beanies**
 - Short sleeve shirt of company colour with company logo
 - Short sleeve jersey of company colour with company logo
 - Long sleeve shirt of company colour with company logo during winter.
 - Long sleeve jersey of company colour with company logo during winter
 - Long trousers or skirt of company colour
 - A company coloured blazer with logo
 - A company coloured raincoat
 - Socks of matching pants and company colour. Females to wear pantyhose to match the uniform
 - A company coloured belt
 - A company coloured hand-cuff holster
- 15.3 A clear identification card from the Service provider, with the member’s photo, identification and numbers on it, worn conspicuously on his person always.
- 15.4 Alternatively: A clear identification card from the Service Provider with the member’s identity and file numbers on it, accompanied by his official Identity Document, worn on his person always.

15.5 Service aids to be worn on the body always:

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

NB: WHERE FIRE-ARM IS A REQUIREMENT. A licenced firearm (9mm or specific calibre as determined by department) with live bullets (not less than 8 in magazine) should always be carried by security official on duty in his/her possession . The firearm must be in working condition. It should be a service provider's duty to ensure that fire arms are safe, and the department should not be compelled to provide means for the safe keeping of service provider's equipment. It should be strictly Service Provider's firearm, not security guard's firearm

16. GENERAL REQUIREMENTS

- 16.1 The Service Provider must have a positive record with PSIRA registrations and regulations as it will undergo the verification & vetting by State Security Agency before its appointment. Failure to obtain Security Clearance will automatically disqualify the bidder and discharge if appointed. Consent **MUST** be granted by the bidder as a condition of acceptance to bid. Company and personnel must have positive record with PSIRA.
- 16.2 Adherence to PSIRA requirements, as per sector wage determination (as per designated areas), verification of quotes against PSIRA contracting rate per Officer per month.
- 16.3 From time to time the Department will request the Service provider to furnish the Department with proof that it is still adhering to PSIRA rates and when there is no adherence the Department will give notice of seven days to comply, a failure to comply will lead to termination of the contract.
- 16.4 Directors of a Service Provider must have positive security clearance through screening process by State Security Agency (SSA)
- 16.5 Compulsory control center / room that is 24 hours operated

- 16.6 Inspection of control room before awarding of a tender
- 16.7 Continuous inspection of adherence to PSIRA requirements (payment of personnel inclusive)
- 16.8 Penalties are applicable in case there is non- compliance to TOR (see clause 32 below for penalties)
- 16.9 At its Headquarters, proper staff files of all security staff in his service that is employed for our service shall be kept up to date by the Service provider and be available for inspections by Department. The appropriate documents shall include, inter-alia, scholastic, registration and medical certificates and security clearances.
- 16.10 The Service provider shall always implement an approved control system such as a clock card to provide physical evidence of the presence of all employees on site . Data sheets shall be supplied to our representative at our request and shall be submitted with payment certificates.
- 16.11 All employees shall be fully conversant with emergency plans and procedures on site and shall give their full support in the event of an emergency.
- 16.12 Employees shall not work for more than one 12-hour shifts.
- 16.13 The Service provider shall always provide the necessary supervision on site. This shall include a duly appointed Security Manager, Shift Commanders for each shift and supervisors for specific functions. Supervisors and Shift Commanders may form part of the functional staff.
- 16.14 Bidders shall include schematic diagrams of their command and control structure in their bids.
- 16.15 The Service provider shall always have detailed procedures manuals for all security functions available on site. Procedure manuals shall be submitted for the approval of the department at the start of the Contract. Approval of the manuals will not relieve the service provider from any of his obligations under the Contract. Should the Department discover any deficiencies in the Procedures Manuals subsequent to his approval of such Manuals, he may order the service provider to amend the Manuals to his satisfaction at the cost of the service provider.
- 16.16 The Service provider must establish communication linkage with the police.
- 16.17 The Service provider shall check authorization letters for the removal of goods from the institutions. Copies of the authorizations should be recorded and kept by the service provider.
- 16.18 The bidding company must ensure that it has never been liquidated / become insolvent

17. TRAINING OF PERSONNEL

- 17.1 Service provider shall provide the necessary training programs including initial and refresher courses to ensure that all personnel possess, always, the necessary expertise to execute their functions in accordance with the specification and to the satisfaction of the Department.
- 17.2 Upon signing of Service Level Agreement, the Service provider shall submit full, including proof of training, of all security personnel employed on site and shall not remove such personnel from the project or employ new personnel on site without the written approval of the Department.
- 17.3 New personnel must be mentored by existing personnel to allow for a proper induction phase.
- 17.4 The Service provider is responsible for the training of his staff at the Centre in respect of the application of the guidelines of the emergency plan, which shall be provided to him/her by the Department's Emergency coordinator.
- 17.5 Should any employee of the Service provider not perform his duties to the satisfaction of the department, the Service provider shall forthwith remove such Employee from the site and replace him/her with an alternative competent staff member.
- 17.6 The Department may perform any tests, as considered necessary from time to time to ensure that the service provided by the Service provider is acceptable in terms of the specification. The Department or representative will however not act as employer or supervisor and any such tests or absence thereof, shall not relieve the Service provider of his responsibilities under this Contract.

18. SUPPLY AND MAINTENANCE OF EQUIPMENT

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

19. STAND-BY SUPPORT DUTIES (PREMISES)

19.1 Security Control Centre

19.1.1 The Service provider must provide a fully equipped and furnished Security Control/Room that operates 24 hours a day and seven days a week.

19.1.2 The Security Control Centre must be in radio contact with security staff on all the sites

19.1.3 The Control Centre shall always be manned

19.1.4 Security officers must report to the Control Centre hourly and the operator in a control room must call officers hourly for situation reporting

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

19.1.5 A standby vehicle to react to emergencies, supported by members of roaming patrol is required. Instructions are to be issued from the premises/ control room and members of the unit are to respond in terms of the required protocol.

19.1.6 Security personnel **must be** inspected at least once (x1) per shift by a delegated senior / supervisor not on site) from the service provider and at least once (x1) a week by delegated senior / operational manager.

19.4.7 In the event of a problem/crisis occurring at the site, the Service Provider when notified, **must deploy his/her reaction unit to assist**; at own cost; and

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

20. REGISTERS

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

20.1 Occurrence Book

20.1.1 The purpose of the occurrence book is to give an overall picture of activities within a site and to record all incidents. Inspectors must also record their visits in this register.

20.1.2 The Service provider's security staff on duty shall make the following entries in the Occurrence Book:

- a) all listed routine procedures such as patrols undertaken
- b) handing over of shifts (all officer's names and signatures must appear)
- c) incidents / situations that are not normal
- d) Site situation. Entries must be made clearly legible, in blue/black ink, an incident in red.

20.1.3 All occurrences, however, slight or unusual, shall be recorded with reference made to the correct time and relevant actions taken.

20.1.4 All security staff activities, especially deviations in respect of the duty list, specifying particulars of the staff and relevant times.

20.1.5 Officers must endorse the OB as per their patrol reports.

20.1.6 The issuing and/or receipt of keys, specifying the time and by whom they were received or delivered.

20.1.7 The unlocking or locking of doors or gates, specifying the time and by whom they were locked or unlocked.

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

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

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

Note no 1: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialled on the side. The Service provider shall store the completed (full) Occurrence Books and pocket books, avail them for inspection by departmental officials, until the end of the contract.

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

20.2 Pedestrian Register/Admission Control Forms (Where applicable)

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

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

20.3 Vehicle Register/Forms (Where applicable)

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

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

- i) Brand, Centre and number of firearm(s) in the vehicle (if any).
- j) Signature of driver.

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

20.4 Prescribed Register/Forms

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

20.5 Additional Prescribed Registers/Forms specific to this contract

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

20.6 Notebook (pocket book)

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

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

21. Duty List

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

22. Duty Sheet

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

23. Permission to use state property

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

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

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

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

24. Monthly meetings

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

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

The following should also be addressed during the Monthly Meeting:

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

25. OCCUPATIONAL HEALTH AND SAFETY

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

The service provider: -

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

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

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

26. SERVICE LEVEL AGREEMENT

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

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

27. BREACH AND TERMINATION

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

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

27.3 Failure of Operational staff (security officers, supervisors and operational managers) to comply with requirements of the contract (this includes security equipment, handing over between shifts, improper or no uniform, not reporting incidents and deserting of posts) will be penalized by recovering state funds as per penalties indicated below on this document.

27.4 The continuous occurring of non-compliance or contravention the SLA will lead to termination of a contract.

27.5 The absence of security officer (s) on duty will lead to automatic termination of the contract.

28. LOSS AND DAMAGE

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

28.2 in case whereby the department has lost the assets while the service provider has duty to protect such asset or premises, if after a careful investigation it is discovered that the loss was due to the negligence or failure to protect such assets, the department shall recover from the service provider the losses incurred. This shall include the period after the contract has expired if it is proven that during the time of the loss the service provider was contracted to the department.

29. TRANSFER MANAGEMENT

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

30. SUB-SERVICE PROVIDERS

- 30.1 Service provider may only sub-contract its obligations under the contract with the prior written consent of the Department (or any other authorized authority) and then only to a person and to the extent approved by the Department or such authority and upon such terms and conditions as the Department or such authority require. It must be recorded that where such consent is given service provider shall remain liable to Department for the performance of the Services.
- 30.2 THE MAIN SERVICE PROVIDER SHALL ENSURE THAT THEY ENTER INTO A SIGNED AGREEMENT/CONTRACT with the sub-contracted company.
- 30.3 the department shall not be dragged into matters of conflict between the min service provider and the sub-contracted company. However if the department discovered that the service delivery is affected due to unresolved conflict between the service provider and sub-contracted company, the department shall have a right to terminate the contract.

31. LABOUR UNREST INCIDENTS (STRIKES)

31.1 Definition

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

Note! When the service is interrupted because of Labour unrest or Labour dispute by the Security Officer(s) of the Service Provider, the service provider must provide the department with action plan that ensures continuous service. If the employees of the service provider are on strike they shall not block or interrupt the services of the department. If the services are interrupted or offices blocked by employees of the service provider, the department shall take steps against the service provider which includes termination of the contract.

32. PENALTIES

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

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

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

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

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

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

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

33. INSURANCE AND INDEMNITY

- 33.1 The service provider shall be held responsible for any loss of, or damage to, or theft of, or destruction of any property belonging to the Department which he/she is contracted to secure.
- 33.2 The Service provider shall immediately inform the Department of such loss, damage, destruction or theft.
- 33.3 At all times during the term of the Agreement the Service provider shall carry and maintain in full force and effect the following:
 - a) Public and property Liability cover for personal injuries (such cover shall include, false arrest, detention or imprisonment, malicious prosecution, liability, slander, defamation of character, violation of right of privacy), and property damage/loss.

- 33.4 The service provider shall furnish to the Department upon the effective date of this Agreement, insurance underwriter's certificates evidencing that the Service provider is in full compliance with all the above described insurance requirements and that:
- a) The Service providers policy requires the insurer (s) to give thirty – (30) days prior written notice of any cancellation or material alteration of the policies of insurance, or any parts thereof in a manner adverse to the Department.
 - b) The Service provider's insurers waive rights of subrogation against the Department, its officers, employees and agents to the extent of the service providers indemnification obligations set forth herein: and
 - c) The Service provider's insurance policy is endorsed to include a cross-liability clause
- 33.5 The Service provider agrees and hereby undertakes to indemnify, defend and save the department, its employees and stake holders/visitors from and against any and all liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the department, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement

The Service provider's liability under this indemnity shall be limited to the Public and Property Liability insurance coverage.