

**KWAZULU-NATAL**  
**PROVINCIAL TREASURY**



**BID 1210/2016- F**

**TO RENDER SECURITY SERVICES TO THE  
KWA-ZULU-NATAL PROVINCIAL  
TREASURY FOR A PERIOD OF 3 YEARS**

**CLOSING DATE: 21 FEBRUARY 2017**

**CLOSING TIME: 11:00 AM**

# TABLE OF CONTENTS

DESCRIPTION		PAGE
SECTION A	INVITATION TO BID	3
SECTION B	SPECIAL INSTRUCTIONS REGARDING THE COMPLETION OF BIDDING FORM	5
SECTION C	REGISTRATION ON CENTRAL SUPPLIERDATABASE	6
SECTION D	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE	7
SECTION E	DECLARATION OF INTEREST	8
SECTION F	TAX CLEARANCE CERTIFICATE REQUIREMENTS	11
SECTION G	OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE	12
SECTION H	AUTHORITY TO SIGN A BID	13
SECTION I	CONDITIONS OF BID	17
SECTION J	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011	19
SECTION K	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	25
SECTION L	CERTIFICATE OF INDEPENDENT BID DETERMINATION	27
SECTION M	SPECIAL CONDITIONS OF CONTRACT	31
ANNEXURE A	SPECIAL CONDITIONS OF CONTRACT	39
ANNEXURE B	TERMS OF REFERENCE	53

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SECURITY SERVICES (KZN PROVINCIAL TREASURY)**

**BID NUMBER: ZNT 1210/2016-F**

**CLOSING DATE: 21 FEBRUARY 2017**

**CLOSING TIME: 11:00**

**Contract Period: 3 Years**

**Validity Period: 120 Days**

**BID DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED IN**

**KwaZulu-Natal Provincial Treasury  
Supply Chain Management – CFO Unit  
145 Chief Albert Luthuli Road  
Ground Floor  
Pietermaritzburg  
3201**

OR

BID DOCUMENTS MAY BE POSTED TO:  
The Head: Supply Chain Manager - CFO  
KZN Provincial Treasury,  
PO Box 3613,  
Pietermaritzburg,  
3201

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

**The bid box is generally open 07h30 am to 16h00 on a normal working days Monday - Friday**

**1 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

**THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT**

**DOCUMENT SHALL BE ADDRESSED TO**

<b>DEPARTMENT:</b>	<b>KWA-ZULU-NATAL PROVINCIAL TREASURY</b>
<b>MS:</b>	<b>I.N. MADUMA / P.T. DLAMINI</b>
<b>TELEPHONE:</b>	<b>033 897 4496 / 033 897 4227</b>
<b>TECHNICAL ENQUIRIES TO BE MADE TO:</b>	<b>Ms. N. Zulu / Mr. V. Jaca</b>
<b>TELEPHONE NO.:</b>	<b>033- 846 6978 / 033 897 4256</b>

**1.1 THE FOLLOWING PARTICULARS MUST BE FURNISHED**

**1.2 (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

**NAME OF BIDDER**.....

**CENTRAL SUPPLIER DATABASE NO.** .....

**UNIQUE NO.** .....

**POSTAL ADDRESS**.....

**STREET ADDRESS**.....

**TELEPHONE NUMBER CODE**.....**NUMBER**.....

**1.2.1 CELLPHONE NUMBER**

.....

**FACSIMILE NUMBER**.....

**NUMBER**.....

**VAT REGISTRATION NUMBER**

.....

**HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)?**  
YES/NO

**1.2.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE**

**IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO**  
**(IF YES ENCLOSE PROOF)**

**SIGNATURE OF BIDDER** .....

**DATE**.....

**CAPACITY UNDER WHICH THIS BID IS SIGNED** .....

**TOTAL BID PRICE**.....**For 3 years (36 months).**

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

**SECTION C**  
**REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

1. In terms of National Treasury Circular No 4 of 2016/2017 all suppliers of goods and services to the Province of KwaZulu-Natal are required to register on the **Central Suppliers Database**.
2. Prospective suppliers are now able to self-register on the CSD website, <http://www.csd.gov.za>
3. The CSD interfaces to South Africa Revenue Service (SARS) to enable tax clearance certificate verification and the Companies and Intellectual Property Commission (CIPC) for verification of business registration and business ownership information. The CSD furthermore verifies supplier information with the register for tenders defaulters and database of restricted suppliers, and verifies South African identification numbers with the Department of Home Affairs (DHA).
4. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 de-register the supplier from the Database,
  - 3.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
5. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Suppliers Database, relating to changed particulars or circumstances.**

**SECTION D  
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND  
UP TO DATE**

(To be completed by bidder)

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

.....

WHO REPRESENTS (state name of bidder)

.....

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

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

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE :** .....

for viewing purposes only

## SECTION E

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 Are you presently employed by the state? **YES / NO**

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:  
.....

.....  
 .....

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Number	Employee / Persal Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

## SECTION F TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to complete in full the attached form TCC 001 "Application for a Tax Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a **Tax Clearance Certificate or Tax Compliance Status Pin** that will be valid for a period of 1 (one) year from the date of approval. Copies of TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
3. The original **Tax Clearance Certificate or Tax Compliance Status Pin** must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate or will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**SECTION G**

**COMPULSORY OFFICIAL BRIEFING SESSION**

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved: .....

**Bid No: 1210/2016-F**

**SERVICE:** TO RENDER SECURITY SERVICES FOR THE KWAZULU- NATAL PROVINCIAL TREASURY FOR A PERIOD OF 3 YEARS

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

ON BEHALF OF .....

ATTENDED THE BRIEFING SESSION ON: **30 January 2017 @ 10:00 am at** (Corner of Chief Albert Luthuli and Pietermaritz Street, 121 Chief Albert Luthuli Street, Pietermaritzburg), Trizon Towers, 3<sup>rd</sup> floor Room 309.

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**  
(PRINT NAME)

**DATE:** .....

.....  
**SIGNATURE OF DEPARTMENTAL REPRESENTATIVE**  
(PRINT NAME)

.....  
**DEPARTMENTAL STAMP:**

(OPTIONAL)

DATE: .....

**SECTION H  
AUTHORITY TO SIGN A BID**

**A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

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

..... (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

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

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

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

**WITNESSES: 1** .....

2 .....

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

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

.....

.....  
**SIGNATURE**

.....  
**DATE**

**C. PARTNERSHIP**

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

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

We, the undersigned partners in the business trading as.....  
hereby authorise .....to sign this bid as well as any  
contract resulting from the bid and any other documents and correspondence in connection  
with this bid and /or contract on behalf of

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

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

for viewing purpose only

**D. CLOSE CORPORATION**

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

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

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

**SIGNED ON BEHALF OF CLOSE CORPORATION:** ..... (PRINT NAME)

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

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

**WITNESSES: 1** .....

2 .....

for viewing purpose only

**E CO-OPERATIVE**

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

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

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

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

.....

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

**DATE:** .....

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

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

**WITNESSES: 1** .....

**2** .....

for viewing purpose only



**SECTION I  
CONDITIONS OF BID**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
  
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
.....  
.....
  
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
  
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
  
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
  
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

**7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

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

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

**SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....**

.....  
**SIGNATURE OF BIDDER OR DULY  
AUTHORISED REPRESENTATIVE**

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

**ON BEHALF OF (BIDDER'S NAME)** .....

**CAPACITY OF SIGNATORY** .....

**NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)** .....

.....  
**POSTAL ADDRESS** .....

.....  
**TELEPHONE NUMBER:** .....

**FAX NUMBER:** .....

**CELLULAR PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....

## SECTION J

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

#### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 **The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.**

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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

- 2.1.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or

bequeathed to a trustee to administer such property for the benefit of another person; and

- 2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

**90/10**

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

### 5. Points awarded for B-BBEE Status Level of Contribution

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-

contractor is an EME that has the capability and ability to execute the sub-contract.

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

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

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

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

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

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? YES / NO (delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm .....

9.2 VAT registration number :

9.3 Company registration number .....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....

9.6 COMPANY CLASSIFICATION

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

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE: .....

ADDRESS: .....



.....  
.....

*for viewing purpose only*

## SECTION K

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....**

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

for viewing purpose only

**SECTION L**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> **Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

**SECTION L**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

for viewing purpose only

**SECTION M  
SPECIAL CONDITIONS OF CONTRACT**

**SECTION 1: DEFINITION OF TERMS**

**1.1 SERVICE**

The security services to be rendered by a service provider for a period of 3 years in terms of this contract.

**1.2 SERVICE PROVIDER/CONTRACTOR**

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

**1.3 AGREEMENT**

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

**1.4 AGREEMENT PERIOD**

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

**1.5 PARTIES**

The parties to this contract are The Head of Provincial Treasury in the KwaZulu-Natal Provincial Administration and Service provider.

**1.6 DEPARTMENT**

The Provincial Treasury: KwaZulu-Natal Provincial Administration.

**1.7 CURTAILMENT OF SERVICE**

The Department reserves the right to withdraw from the service any part/s of the contract as a whole, with one month's written notification to the contractor. In a case such as this, the contract sum will be adjusted *pro rata* from the date of withdrawal.

**SECTION 2: INTRODUCTION AND RELEVANT INFORMATION**

2.1 This bid is invited and will be awarded and administered in terms of the following:-

- KwaZulu-Natal Supply Chain Management Policy Framework,
- Section 217 of the Constitution,



- The PFMA and its Regulations in general,
- The Preferential Procurement Policy Framework Act,
- Natation Treasury regulations
- National Treasury guidelines, and
- Provincial Treasury Supply Chain Management Practice Notes and guidelines.

2.2 The purpose of the above mentioned KwaZulu-Natal Supply Chain Management Policy is to change the procurement system in KwaZulu- Natal and for that purpose:

2.2.1 To create conditions which are conducive to the empowerment of Historically Disadvantaged Individuals (HDI's) and Women

2.2.2 To promote the achievement of equity in the government contracts;

2.2.3 To create a procurement system which is fair, equitable, transparent, competitive and cost effective?

2.2.4 To create uniformity and simplicity in the procurement process;

2.2.5 To provide for an advisory service to promote access to and knowledge of procurement process; and

2.2.6 To provide for an independent and impartial Appeal structure

2.3

**REQUIRED COMPULSORY INFORMATION**

**The bidder shall ensure that all the required information is furnished; viz:-**

2.3.1 Declaration of interest (SECTION E)

2.3.2 Tax Clearance Certificate Requirements (SECTION F),

2.3.3 Compulsory Briefing Session (SECTION G)

2.3.4 Authority to sign a bid (SECTION H),

2.3.5 Conditions of Bid (SECTION I),

2.3.6 The original Tax Clearance Certificate(s) or **Tax Compliance Status Pin** must be submitted together with the bid document.

2.3.8 Each party to a Consortium/Group of sub-contractors must obtain separate Tax Clearance Certificate(s) or **Tax Compliance Status Pin** and also be registered on the Suppliers Database.

2.3.10 A valid B-BBEE Status Level Verification Certificate or Affidavit must be submitted with the proposal.

**NOTE: Failure to submit the required information will invalidate the entire proposal.**

*for viewing purpose only*

## **SECTION 3: SPECIAL CONDITIONS OF CONTRACT**

### **1.1 ACCEPTANCE OF BID**

- 1.1.1 This bid has been invited, and will be adjudicated in terms of the KwaZulu-Natal Supply Chain Management Policy Framework and the KwaZulu-Natal Provincial Practice Notes. The Provincial Treasury Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 1.1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

### **2.2 APPEALS**

- 2.2.1 Entities aggrieved by a decision of a departmental Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Bid Appeals Tribunal in the prescribed manner by the Supply Chain Management Policy Framework

### **2.3 AMENDMENT OF CONTRACT**

- 2.3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.

### **2.4 CHANGE OF ADDRESS**

- 2.4.1 Bidders must advise the Provincial Treasury should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

### **2.5 COMMUNICATION**

- 2.5.1 All correspondence with regard to this bid must be addressed or hand delivered to the:

CHIEF FINANCIAL OFFICER  
P.O BOX 3613  
PIETERMARITZBURG  
3200

ENQUIRIES: Ms I.N MADUMA TEL.: 033-897 4496 / Ms P.T Dlamini 033 897 4227

### **2.6 COMPLETENESS OF BID**

- 2.6.1 Bids will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

### **2.7 COMPLETION OF SPECIFICATION**

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

### **2.8 CONDITIONS OF BID**

- 2.8.1 The successful bidder must be in a position to assume duty on the date stipulated in the letter of acceptance.
- 2.8.2 No bid received by telegram, telex, or facsimile will be considered.
- 2.8.3 It shall be noted that the Department is under no obligation to accept the lowest or any bid.
- 2.8.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.

2.8.5 Bidders must provide the following particulars about themselves as part of the bid:

2.8.5.1 Where they have their Headquarters

2.8.5.2 Where they have their Regional Office.

2.8.5.3 Name, address and telephone number of bankers together with their bank account number.

2.8.5.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.

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

2.9.1 By whom, or with whose assistance, was the business plan drafted?

2.9.2 By whom, or with whose assistance, were the bid prices calculated?

2.9.3 Whose advice is relied on?

2.9.4 Who will provide financial support?

**2.10** A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.

## **2.11 CONFIDENTIALITY**

The contractor's staff that comes into contact with Provincial Treasury's confidential information and documents may be required to sign confidentiality agreements so as to protect the Department's information.

## **2.12 CONTRACT PERIOD**

2.12.1 The contract period shall remain in force for a period of **3 years** from date of signing of official contracts. KwaZulu-Natal Provincial Treasury reserves the right to extend period of the contract for a period not exceeding 2 years.

2.12.2 The Provincial Treasury reserves the right to terminate the contract with any service provider should the service provider fail to fulfil his/her contractual obligations in terms of the contract.

## **2.13 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER**

2.13.1 The bidder must furnish the following details of all current contracts:

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/s of the company.
- (v) A summary of the functions/activities that were performed as part of the contract.

## **2.14 EQUAL BIDS**

2.14.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

## **2.15 EXECUTION CAPACITY**

2.15.1 The service provider will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The service provider must supply references

or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

## 2.16 EXTENSION OF CONTRACT

2.16.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

## 2.17 GENERAL EVALUATION CRITERIA

The Bid Evaluation Committee will assess offers and adhere to the following basic guidelines when evaluating.

- a. Whether all the required information called for in the bid document has been submitted by the bidder.
- b. Has the bidder supplied references or stated his/her experience as a Company to undertake the contract. References of past experience must accompany the bid document.
- c. The financial standing of the bidder and ability to render a service may be examined before an award of bid take place.
- d. Preferences will be taken into consideration by the Department in terms of the B-BBEE Scorecard/ Affidavit.
- e. Documented reports received from an institution/s pertaining to past bad performance by a company who is tendering, may be taken into consideration.
- f. Did the bidder attend the site inspection?
- g. Will the bidder be in a position to successfully execute the contract?
- h. The 90/10 Point System will apply in the evaluation of this bid.

## 2.18 IRREGULARITIES

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

## 2.19 JOINT VENTURES

2.19.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

2.19.2 Should this bid be submitted by a joint venture, a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

2.19.3 A trust, consortium or joint-venture must obtain and submit a **consolidated B-BBEE Status Level Verification Certificate**. The non-submission of a consolidated B-BBEE Certificate by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

## 2.20 LATE BIDS

2.20.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

2.20.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder, accompanied by an explanation.

## **2.21 NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS**

2.21.1 Notification of the Adjudication of bid shall be in writing by a duly authorized official of the Provincial Treasury.

## **2.22 PRO RATA DECREASE OF COMPENSATION**

2.22.1 Should the services not be rendered to the satisfaction of the Department and unsatisfactory items/ aspects/ events have already, in writing, been brought to the attention of the Contractor, the Department reserves the right in terms of paragraph **2.21** hereunder, to retain payment to the Contractor for as long as the unsatisfactory service continues.

## **2.23 CENTRAL SUPPLIERS DATABASE (CSD)**

2.23.1 A bidder submitting an offer must be registered on the Central Suppliers Database (CSD). A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.

2.23.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

## **2.24 SUBMISSIONS AND COMPLETION OF ANNEXURE J**

2.24.1 Bidders are to complete SBD 6.1 document where applicable. Failure by the bidder to submit a valid B-BBEE status level verification certificate/ affidavit, will result in the bidder not being considered for preference points allocation. If the information required is not applicable to the business, clearly insert the symbols "N/A" in the appropriate space. If the space provided is left blank, it will be regarded as information that is still outstanding and **Annexure J** will not be processed further.

## **2.25 TERMINATION OF SERVICES**

2.25.1 Should the Contractor fail to meet the conditions of this contract, or continue rendering unsatisfactory service, the Employer reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Employer may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.

## **2.26 TAX CLEARANCE CERTIFICATE or TAX COMPLIANCE STATUS PIN**

2.26.1 The original Tax Clearance Certificate or **Tax Compliance Status Pin** must be submitted with the bid before the closing date and time of the bid. Failure to submit a valid Tax Clearance Certificate will invalidate your bid unless a valid, as at the closing date of this bid, original Tax Clearance Certificate / **Tax Compliance Status Pin** is already in the possession of the Provincial Treasury's Supply Chain Management Unit. In this regard, a clear reference must be provided e.g. bid number.

2.26.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate or **Tax Compliance Status Pin** together with the bid before the closing date and time of bid.

## **2.27 UNSATISFACTORY PERFORMANCE**

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

(i) Before any action is taken, the Department shall warn the contractor by registered/certified

mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the Department will:

- (a) take action in terms of its delegated powers
- (b) make a recommendation for cancellation of the contract concerned.

## **2.28 VALIDITY PERIOD AND EXTENSION THEREOF**

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

## **2.29 VAT**

2.29.1 Bid prices must be inclusive of VAT.

2.29.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) the name and address of the recipient;
- (c) an individual serialized number and the date upon which the tax invoice is issued;
- (d) a description of the goods or services supplied;
- (e) the quantity or volume of the goods or services supplied;
- (f) either –(i) the value of the supply, the amount of tax charged and the consideration for the supply; or  
(ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

## **Capacity**

In terms of paragraph 2.15 the contractor will be required to provide an efficient and effective service. Therefore, the Bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The Bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

**REGISTERED ADDRESS**

The Department provides the following:

- 1. Street address as it's *domicillium citandi et executandi* in respect of any lawsuit which might result from or bears relevance to this contract, as well as for purposes of notice:

The Head: KwaZulu-Natal Provincial Treasury  
145 Chief Albert Luthuli Road  
PIETERMARITZBURG  
3201

- 2. Postal Address for correspondence

The Head: Provincial Treasury  
PO Box 3613  
PIETERMARITZBURG  
3200

- 3. The Contractor shall provide the following:

Street address as his *domicillium citandi et executandi* in respect of any lawsuit which might result from or bears relevance to this contract, as well as for purposes of notices:

.....  
.....  
.....  
.....

- 4. Postal address for correspondence

.....  
.....  
.....  
.....

for viewing purpose only



## ANNEXURE A: GENERAL CONDITIONS OF CONTRACT

**DEFINITIONS:** The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services 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.
- (l) "*Force majeure*" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "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.
- (n) "GCC" means the General Conditions of Contract.

- (o) “Goods” means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) “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 Contractor 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 supplies covered by the bid will be manufactured.
- (q) “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) “Project site” where applicable, means the place indicated in bidding documents.
- (u) “Province” means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) “Republic” means the Republic of South Africa.
- (w) “SCC” means the Special Conditions of Contract.
- (x) “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 Contractor covered under the contract.
- (y) “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **1. CESSION OF CONTRACTS**

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

## **2. DISCREPANCIES**

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces’ Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

### 3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 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 the Special Conditions of Contract.
- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.

- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### **4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION**

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph
- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.

- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

## **5. PATENTS**

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.
- 8.2 The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.

## **6. PACKAGING, MARKING AND DELIVERY**

- 6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.
- 6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.
- 6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.
- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.
- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:

- 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
  - 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
  - 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

## **7. CONSIGNMENT OF GOODS**

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.
- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

## **8. PAYMENT**

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

## **9. INVOICES**

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

## 10. CONTRACT PRICE ADJUSTMENT

- 10.1 Firm contract Prices shall not be subject to adjustment. contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
- 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.
- 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.
- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.

10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

## **11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT**

11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :

11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.

11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.

11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.

11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfillment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.

11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

## **12. LAW TO APPLY**

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.



### **13. OFFERING OF COMMISSION OR GRATUITY**

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

### **14. PREFERENCES**

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-
- 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or
  - 14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
  - 14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

### **15. WEIGHTS AND MEASURES**

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

### **16. SECURITY**

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

### **17. ORDERS**

- 17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:
- 17.2.1 Name of Institution placing order;
  - 17.2.2 Provincial official order number;
  - 17.2.3 Quantity ordered; and
  - 17.2.4 List of items ordered.

## 18. EXPORT LICENCES

- 18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
- 18.1.1 Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;
  - 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

## 19. INSURANCE

- 19.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

## 20. INSPECTION, TESTS AND ANALYSES

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organization acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to despatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the

Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.

- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

## **21. RESTRICTION OF BIDDING**

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

## **22. CONTRACTOR'S LIABILITY**

- 22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.
- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

## **23. PRICE LISTS**

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

## **24. SUBMISSION OF CLAIMS**

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period has expired, will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

## **25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR**

- 25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

## **26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

## **27. AMENDMENT OF CONTRACT**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

## **28. NOTICES**

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

## **29. INCIDENTAL SERVICES**

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (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 Contractor of any warranty obligations under this contract; and
  - (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 29.2 Prices charged by the Contractor 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 Contractor for similar services.

### **30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

- 30.1 The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.
- 30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.
- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

### **31. SPARE PARTS**

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

## **32. PENALTIES**

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

## **33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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

## **34. GOVERNING LANGUAGE**

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.

## **35. TAXES AND DUTIES**

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province 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.

## **ANNEXURE B:**

### **TERMS OF REFERENCE/ SPECIFICATION**

#### **RENDERING OF SECURITY SERVICES TO KWAZULU-NATAL PROVINCIAL TREASURY FOR A PERIOD OF 3 YEARS**

**CONTRACT NUMBER BID NO 1210/2016-F**

#### **1. OBJECTIVE**

---

The KwaZulu-Natal Provincial Treasury (The Department) has a strategic objective to provide a secure, safe and healthy working environment. Furthermore, in supporting its risk management policies the department must institute measures to protect its assets from, *inter alia*, fire, theft and or vandalism. Consequently the department requires the services of a competent and qualified service provider to render a twenty four hour security service. The successful service provider will be required to render Security Services for KZN Provincial Treasury at the following 3 (three) sites;

- a) Treasury House, Provincial Treasury 145 Chief Albert Luthuli Street, Pietermaritzburg, 3201.
- b) Nomalanga Building, 212 Langalibalele Street, Pietermaritzburg, 3201.
- c) Natalia Building, 2<sup>nd</sup> floor, North Tower, 330 Langalibalele Street, Pietermaritzburg, 3201.

## 2. SCOPE

---

- 2.1 A service provider is required to provide the KwaZulu-Natal Provincial Treasury with security officers who attended and passed security courses at one of the official training centres recognized by the Private Security Regulatory Authority (PSIRA). The responsibilities of these security officers will be to ensure the safety of property and personnel from burglary, theft, vandalism, or security threat.
- 2.2 The service provider must be based, or have a branch office in Pietermaritzburg. The service provider shall be responsible for the transportation of his staff to and from this office.
- 2.3 A service provider must be prepared to employ current security officers who may no longer be employed by the current service provider at the end of the existing contract.
- 2.4 The service provider is required to tender a rate for each site. The tendered rates must be firm and inclusive of VAT. There will be no price adjustment for this Contract. Only Statutory increases in the minimum wage.
- 2.5 The security officers and equipment requirements for this contract are reflected in security staff equipment. The officer acting as site supervisor on the premises must be at least a Grade B officer
- 2.6 The following certificates must be readily available as proof of the requirements for this contract and must be produced by the successful service provider.
- 2.6.1 A certified copy of the registration certificates from the Private Security Industry Regulatory Authority (PSIRA) must be attached for each officer to be utilized under this contract.
- 2.6.2 All security officers to be utilized on sites must comply with the PSIRA Security Industries minimum standard of education.
- 2.6.3 They must also have attended and passed a security course at one of the official training centers accredited with the PSIRA
- 2.7 The service provider shall comply with the Private Security Industry Regulatory Act No. 56 of 2001 and Regulation of 2002, the Occupational Health and Safety Act No. 85 of 1993, and the conditions of employment as contained in Government Basic conditions of Employment Act No. 75 of 1997, as amended in the Government and any subsequent amendments thereafter.
- 2.8 The hours or shifts that the security officers are required to work are tabled in the section of Patrol duties under required number of security officers. The service is to be provided 7 days a week, for the entire year (365 days a year). See attached annexure A, B & C of Items to be priced.



2.9 The service provider shall supply the responsible or allocated official (security manager) within Security and Risk Management Services directorate, on a weekly basis, at least a week in advance, a list of names of the security officers who will be performing duties at the premises that week

2.10 The service provider shall be responsible for ensuring that security officers are on duty timorously and are present at all times for the duration of their shift. The service provider shall ensure that two replacement officers for each shift are available within two hours in the event of emergencies as/when required.

### **3. DELIVERABLES**

---

#### **3.1 GENERAL**

- 3.1.1 A Supervisor from the service provider shall visit the premises twice daily. That is, once during the hours of daylight and once during the hours of darkness. These visits shall be made during the course of the shift and not during the change of shifts.
- 3.1.2 The service provider must make arrangements for the transportation of his/her staff to and from the premises.
- 3.1.3 The Department or Representative may at any time inspect the service provider's work and/or performance. Should the standard be considered unacceptable, the service provider will be notified accordingly in writing and the service provider shall cause the situation to be rectified to the standard required by the specification, as the case may be, at his/her own cost or charge. In the event of the service provider disregarding the Department's instruction for a period of seven (7) days, the Department will be at liberty to employ another service provider to perform the work or cause the services rendered and to charge any expense thereby incurred to the service provider, and to deduct it from any sum due in terms of a contract.
- 3.1.4 Payment of the contract amount will be made in monthly payments, based on the total amount due in terms of the contract.
- 3.1.5 The equipment of the service provider must be in a safe condition so as not to be a danger to the staff, visitors, the public or the building.
- 3.1.6 The service provider must provide equipment, materials, consumables, etc; as well as uniform and identification cards for all employees.

- 3.1.7 The Department will provide free electrical power (22 volt, 15 amp) if required, to the service provider by means of existing plugs. Extension cords must be provided through a plug in earth leakage protection device. All other fuel and batteries necessary shall be provided by the service provider.
- 3.1.8 The Department will provide the service provider with designated storage space, free of charge, for equipment and materials. However, the service provider is to provide approved and appropriate storage devices for the storing of any firearms not in use.
- 3.1.9 The Department will provide guard room and toilet facilities, free of charge, to the staff of the service provider.
- 3.1.10 The service provider will also be required to provide the Department with the certified fingerprints of each staff member, together with a South African Police Service record clearance in respect of those who will be employed on this service at any time. Any person who has not been provided with card identification and for whom no certified fingerprint or security clearance has been obtained will not be permitted to perform work in terms of this contract.
- 3.1.11 The service provider must respond within 10 minutes in the case of emergency.
- 3.1.12 The service provider must provide continuous service even during strikes by security personnel.
- 3.1.13 The service Provider must ensure that the security officers are remunerated in line with the PSIRA rates or more but not below.

## **3.2 DUTIES AND SERVICES REQUIRED**

- 3.2.1. A twenty-four (24) hour guard and access/exit control services is to be provided for 3 (three) sites.
- a) Treasurt House- 145 Chief Albert Luthuli Street, Pietermaritzburg
  - b) Nomalanga Building- 212 Langalibalele Street, Pietermaritzburg
  - c) 12 hour service at Natalia Building- 2<sup>nd</sup> floor, North Tower, 330 Langalibalele Street, Pietermaritzburg
- 3.2.2. Shift durations are to be at the discretion of the Department: The Department reserves the right to amend the conditions of contract in consultation with the service provider.

- 3.2.3. Security Officers are to be equipped with hand-held radios with sufficient power resilience to cover shifts, in order to facilitate efficient communication between the guard room and the guard/patrol points and between the three buildings (sites).
- 3.2.4. Security Officers at the premises must be in radio contact via a Base Radio with the service provider's Control room at all times.
- 3.2.5. Security Officers on duty must be equipped with a baton, handcuffs, whistle, pocket book, pen, torch and hand held metal detectors at all times.
- 3.2.6. The service provider shall examine the premises and security officers on a daily basis, in order to monitor performance.
- 3.2.7. The service provider shall control the entry and departure of motor vehicles to and from the premises, and shall maintain accurate records at the premises to be made available for inspection by the Department.
- 3.2.8. The service provider shall carry out body search and physical inspections of vehicles entering or leaving the premises in line with the Control of Access to Public Service and Vehicle Act 53 of 1985, internal security directives and on random basis.
- 3.2.9. The service provider shall control the entry of pedestrians to the premises, in line with the provisions of the Control of Access to Public Service and Vehicle Act 53 of 1985 and internal security directives search when required, and direct deliveries and visitors to the reception or waiting area.
- 3.2.10. The service provider shall control the authorized exit of staff from the premises; ensure use of access cards by all staff members.
- 3.2.11. The service provider shall prevent any illegal incursions, report any irregularities at the entrances immediately to the Security Manager and record in the Occurrence Book.
- 3.2.12. The service provider shall update Occurrence Book hourly or when anything out of the ordinary occurs and during the change of security staff members.
- 3.2.13. The service provider shall in times of unrest, secure the gates against illegal incursions.
- 3.2.14. As the security desk forms an integral part of the access control, Security Officers must ensure full compliance with departmental prescripts.

### 3.3 INTERNAL SECURITY

#### 3.3.1 The service provider must ensure:

- 3.3.1.1 Control of visitors awaiting attention, ensuring orderly queue control and giving directions where and when necessary.
- 3.3.1.2 Report irregularities to Security Manager, control room and in cases of unrest also to the South African Police Services.
- 3.3.1.3 Remove or assist with the controlling of unruly visitors, staff members or other persons, as instructed by Security Manager.
- 3.3.1.4 Recording of visitors and private equipment in the registers.
- 3.3.1.5 Control movement/removal of departmental equipment from the buildings ensuring correct authorization has been obtained.
- 3.3.1.6 Keep accurate records (include recording and verification of serial numbers, staff members identity, times etc.) of departmental equipment leaving and entering the premises.
- 3.3.1.7 Record search persons upon entry and exit in the premises.

### 3.4 PATROL DUTIES

#### 3.4.1 Security staff will be required to:

Patrol a pre-determined route as stipulated by Security Manager and a free roving route on the premises hourly during hours of daylight, and hourly during the hours of darkness.

#### 3.4.2 Record the patrol findings in the Occurrence Book.

##### Check and report on the following aspect:

- a) Whether external doors are locked after hours.
- b) Whether office doors are locked during the day when the office is not occupied.
- c) Whether external lights are operational & illuminated during hours of darkness.
- d) Whether there are any broken windows, doors, card readers, etc.
- e) Whether vehicle parking areas are illuminated, secured, state vehicles are secured.
- f) Any unknown persons in the corridors, lobby and fire escape routes.
- g) Any obstruction of the doors and passageways
- h) Any adverse activities that are observed

### 3.5 REQUIRED NUMBER OF SECURITY OFFICERS

#### TREASURY HOUSE: SITE 1 (one)

- Daily, 7 days per week, 24 hours per day
- Number of Security Officers \_ Monday – Friday
  - a) 1 x Grade B (Male / female) - 06:00 – 18:00 Trained in basic first aid and fire fighting must have firearm competency certificate.
  - b) 5 x Grade D (Female)-06:00-18:00 One must be trained in basic first aid and fire fighting.
  - c) 8 x Grade D (Male) – 06:00 – 18:00
- Saturday – Sunday, Public Holidays and night time
  - a) 2 x Grade D (Male) 24hrs / day. Trained in basic fire fighting, and one must have firearm competency certificate.
  - b) 1 x Grade D (Female) 24 hrs / day.

#### NOMALANGA BUILDING: SITE 2 (two)

- Daily, 7 days per week, 24 hours per day
- Number of Security Officers \_ Monday – Friday
  - a) 1 x Grade B (Male / female) - 06:00 – 18:00 Trained in basic first aid and fire fighting must have firearm competency certificate.
  - b) 3 x Grade D (Female)-06:00-18:00 One must be trained in basic first aid and fire fighting.
  - c) 3 x Grade D (Male) – 06:00 – 18:00
- Saturday – Sunday, Public Holidays and night time
  - c) 2 x Grade D 24hrs / day. Trained in basic fire fighting, and one must have firearm competency certificate.

#### NATALIA BUILDING: SITE 3 (three)

- Daily, 5 days per week, 12 hours per day (Official working days only)
- Number of Security Officers – Monday – Friday

- a) 1 x Grade D (female) - 06:00 – 18:00 Trained in basic first aid and fire fighting.
- b) 1 x Grade C (Male/Female)-06:00-18:00 Trained in basic first aid and fire fighting, must have firearm competency certificate

- After hours; NIL
- Saturday – Sunday + Public Holidays (upon prior arrangement with the Department) NIL

### 3.6 DUTY POINTS

#### 3.6.1 Treasury House and Nomalanga

Main Entrance and Vehicle Entrance: perform access control, attend to security incidents.

Building: Perform regular inspections to ensure general safety and security.

#### 3.6.2 Natalia

Main Entrance: perform access control, attend to security incidents.

Building: Perform regular inspections to ensure general safety and security.

### 3.7 REQUIREMENTS OF SECURITY STAFF

It is the responsibility of the service provider to ensure that the security staff on site complies with the following requirements at all times.

#### 3.7.1 SECURITY OFFICER (Grade B)

- a) Security Officer must have at least Grade 10 education.
- b) Security Officer must have 2 years experience at Grade C level and 3years experience on Grade D.
- c) Security Officer must at all times be capable of leading/controlling/supervising their subordinates.
- d) Security Officer must be able to speak, read and write fluently in English and IsiZulu.
- e) Security Officer must have a suitable record clearance issued by South African Police Service.

- f) Security Officer must be registered with the Private Security Industry Regulatory Authority (PSIRA).
- g) Security Officer must have working knowledge of the Control of Access to Public Premises and Vehicles Act 53 of 1985 and Criminal Procedure Act 51 of 1977 in relation to their duties.

### **3.7.2 SECURITY OFFICERS (Grade D)**

Security Officers must have at least 2 years experience at Grade D level.

Security Officers must be able to speak, read and write in English and IsiZulu.

Security Offices must be registered with the Private Security Industry Regulatory Authority (PSIRA).

Security Officer must have a suitable record clearance issued by South African Police Service.

### **3.7.3 SUPERVISORS AND SECURITY OFFICERS**

Security Officers must have passed formal security training, as laid down by the Security Industry Registration Authority (PSIRA), and shall ensure that the necessary standards are maintained.

At all times Security Officers must present an acceptable image/appearance which implies, inter-alia that they may not sit, lounge about, smoke, eat, drink and use cellular phone whilst attending to clients.

Security Officers must at all times present a dedicated attitude / approach towards security, which shall imply, inter-alia, that there shall be no arguments with staff / visitors or discourteous behaviour towards them.

Security Officers must be physically, mentally healthy, and medically fit for the execution of their duties.

Security Officers must be registered as Security Officers, as required by Private Security Industry Regulatory Authority (PSIRA) Act 56 2001.

Security Officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Department

Security Officers are prohibited from unauthorised reading of office documents, rummaging through records and/ or utilising computer equipment.

No information concerning the institutions activities may be furnished to the public or media by the service provider or his employees.

Security Officers will be required to undergo security screening conducted by State Security Agency and sign confidentiality agreements.

Security Officers must not have unprofessional relations with staff and other service providers on site.

for viewing purpose only



### 3.7.4 SECURITY STAFF EQUIPMENT

The service provider must ensure that security officers are fully equipped at all times when in duty.

A neat and clearly identifiable uniform supplied by the service provider, which uniform must include a matching raincoat and overcoat for rainy and cold conditions respectively.

A clear identification card issued by the PSIRA, with the member's photo, identification and serial registration numbers on it, worn conspicuously by security officials at all times.

Service aids to be carried by members at all times, such as:

- Baton Handcuffs
- Whistle Pocket Book
- Pen Torch

Radio (where applicable)

At his Headquarters/Regional Office, proper staff files of all security staff who are employed for service at the premises are to be kept up to date by the service provider, and be available for inspection. The appropriate document shall include, inter alia, the following: scholastic, registration and medical certificates and security clearance.

### 3.7.5 SECURITY CLEARANCE

The service providers will be subject to security clearance to be conducted by the State Security Agency.

All security personnel deployed on sites must have positive security clearance.

### 3.7.6 NORMS / STANDARDS

3.7.6.1 The service provider shall render a security of such an acceptable norm / standard that it will be to the benefit of both parties.

3.7.6.2 All possible steps must be taken by the service provider to ensure that the correct, intended execution of this contract will take place. These steps shall include but not limited to the following:

3.7.6.2.1 The protection of the State property at the intended Premises, also the protection of the said property against theft, vandalism and to protect staff and prevent crime

- 3.7.6.2.2 The protection of the Department staff against injury, death or any offences, including those offences referred to in Schedule 1 of the offences, including those offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (act 51 Of 1977)
- 3.7.6.2.3 Service provider are advised that this Contract shall be subject to the Control of Access to Public Premises and Vehicle Act, 1985, (Act No.53 of 1985) or any amendments thereto, and that for the purposes of the application of the Act, owner of any state premises or any state vehicle shall be deemed to be the Head of Department or delegated representatives.

### **3.7.7 SECURITY AIDS**

The service provider must ensure that the following security aids are supplied and available at all times at the Premises where security services are rendered in terms of this contract.

### **3.7.8 OCCURANCE BOOK**

#### **3.7.8.1 PURPOSE**

The purpose of the occurrence book is to give an overall continuous daily record of activities, inspections by supervisors, and other occurrence at the Premises.

#### **3.7.8.2 COMPULSORY OCCURRENCE BOOK – ENTRIES**

The service provider's security staff on duty shall make the following entries in the occurrence book:

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

All occurrence, (however important, slight or unusual), shall be recorded with reference made to the correct time and relevant actions taken

All security staff activities – especially deviations in respect of the duty list specify particulars of staff and relevant times.

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

Unlocking/ locking of doors, gates, specifying the times and the officer who locked/unlocked.

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

After the taking-over of shifts, the First level Supervisor shall make an entry declaring that the supervisor has read the Occurrence Book in order to acquaint himself with events that occurred during the previous shift.

All visits by second Level Supervisors and Top Management of service provider. These entries must be completed in red ink

The Occurrence Book must be submitted each working day – Monday to Friday to the Security Manager, between the hours of 08:00 to 9:00 for security and noting.

A log of all KZN vehicles moving in and out of a controlled area where the area is specified as such, e.g. Parking area, etc.

**NOTE:** UNDER NO CIRCUMSTANCES MAY AN ENTRY IN THE OCCURRENCE BOOK BE ERASED, PAINTED OUT WITH CORRECTING FLUID OR TOTALLY DELETED. IT SHALL ONLY BE CROSSED OUT BY SINGLE LINE AND INITIALLED ON THE SIDE BY THE PERSON MAKING THE CORRECTION.

### **3.7.8.3 STORAGE OF OCCURRENCE BOOKS**

The service provider must hand any / all completed Occurrence Books to the Department for safekeeping.

## **3.9 CONTROL REGISTERS**

### **3.9.1 ADMISSION CONTROL REGISTER / ACCESS CONTROL REGISTER**

#### **3.9.1.1 PURPOSE**

The purpose of the Access Control Register is to have information available at all times regarding persons admitted between the hours of 18:00 to 06:00 and vehicles admitted to the Building within the specified period, in case an occurrence, or occurrences, should take place which might lead to a Police enquiry. All completed registers must be handed to the Security Manager for safekeeping.

#### **3.9.1.2 Compulsory entries:**

Name of the visitor

ID number

Vehicle registration number (where applicable)

Company  
Contact numbers  
Reason for visit  
Name of staff member to be visited  
Signature  
Time in and out

### **3.9.2 FIREARM CONTROL REGISTER**

#### **3.9.2.1 Purpose**

The purpose is to record all firearms brought into the premises. When the register is full, it must be handed to Security Manager.

#### **3.9.2.2 Compulsory entries:**

Date  
Time in and out  
Full names and surname  
ID number  
Make of the firearm  
Calibre  
Serial number of firearm  
Firearm licence number  
Signature

### **3.9.3 PEDESTRIAN AND VEHICLE REGISTER**

#### **3.9.3.1 Purpose**

These registers shall be correctly and legibly completed in full by the person entering the premises and it shall be the duty of the Security Officer on duty to ensure that the information required has been completed in every detail.

#### **3.9.3.2 Compulsory entries**

- a. Date of visit
- b. Entry and exit times of any visitors to and from the premises
- c. Surname and initials of visitor
- d. Home or work address of visitor
- e. Official Identity/passport number of visitor

- f. Name of staff member to be visited
- g. Make, calibre and serial number of firearm in visitor's possession (if any)
- h. Number of passengers, and
- i. Signature of person completing the document
- j. Reason for visit
- k. Equipment that may be construed as that of the department.

### **3.9.4 AFTER HOUR REGISTER**

#### **3.9.4.1 Purpose**

The purpose of the After Hour Register is to record information of all persons and vehicles admitted between the hours of 18:00 to 06:00 in the building, in case an occurrence, or occurrences, should take place which might lead to a Police Inquiry.

All completed registers must be handed to the Security Manager for safekeeping.

#### **3.9.4.2 Compulsory entries:**

- Date of visit
- Entry and exit times
- Name and Surname of the visitor
- Home or work address of visitor
- Official Identity/ Passport number of visitor
- Signature of person completing the document
- Reason for visit

### **3.9.5 EQUIPMENT IN/OUT OF THE BUILDING/S**

Security personnel have to ensure that authorized approval was granted for equipment to be removed from any of the 3 (three) official buildings or sites. Keep an accurate register of all departmental equipment leaving or entering the premises.

#### **3.9.5.1 Purpose**

The purpose is to record both private (that may be construed as departmental property) and state owned equipment, in particular electronic equipment upon entry and exit.

#### **3.9.5.2 Compulsory entries:**

Date  
Full names and surname  
Type of equipment  
Serial number  
Company  
Time in and out  
Signature

### **3.10 POCKET BOOK**

#### **3.10.1 PURPOSE**

The purpose of the pocket book is to record all incidents occurring or observations made by the Security Officer during his/her period of duty, for later reference

#### **3.10.2 REQUIREMENT**

During the periods of duty all security staff shall carry a pocketbook with them

The following information shall be recorded in their pocketbook:

All occurrence/events, however important, slight or unusual with reference to the following:

- a) Reporting on and off duty
- b) Time of occurrences or event
- c) Extent of occurrence or event
- d) Relevant occurrence book number with due allowance for paragraph 3.3 below,
- e) Follow-up actions taken in respect of occurrence or event.

#### **3.10.3 COPYING INTO OCCURRENCE BOOK**

All relevant information recorded in the pocket book must immediately or directly after return from a patrol, be copied into the occurrence Book.

#### **3.10.4 STORAGE OF POCKETBOOK**

The service provider shall store completed pocket books for period of 12 (twelve) months from the date each pocket book was completed (full) and thereafter may destroy the pocket book.

### **3.11 DUTY LIST**

#### **3.11.1 PURPOSE**

The purpose of the duty list is to serve as proof, at all reasonable times, that all staff who are on roster duty per shift, are indeed on duty.

#### **3.11.2 DRAWING UP THE DUTY LIST**

Daily, weekly or monthly duty list of all security staff on duty, as purported in this contract, must be drawn up by the service provider and handed to Security Manager where such service is rendered.

#### **3.11.3 CHANGES TO THE DUTY LIST**

Any changes to the duty list shall be crossed out by single line, initialled, dated and noted in the Occurrence Book.

### **3.12 DUTY SHEET**

#### **3.12.1 PURPOSE**

The purpose of a duty sheet is to ensure that all security staff on duty is familiar with the duties as required in terms of this contract.

The service provider shall make available at the premises, a fully expounded duty sheet per duty point.

### **3.13 RADIOS**

#### **3.13.1 PURPOSE**

The purpose of radio communication is the establishment of immediate communication between the different duty points and Control on site, Control at the service provider's Headquarters and between the three buildings.

#### **3.13.2 BASE RADIO**

The service provider must install a base radio in the premises identified by the Department.

### **3.13.3 HAND-HELD RADIOS**

Serviceable hand-held radios shall be provided by the service provider for the various duty points.

### **3.13.4 HAND-HELD METAL DETECTORS**

Serviceable hand-held metal detectors shall at all times be provided by the service provider for the various duty points

### **3.14 RENDERING OF SERVICE**

The service provider undertakes to render, at all times, a service in accordance with the following procedures and provisions, where he renders a security service in terms of this contract.

### **3.15 SPECIFIC NUMBER AND DUTIES OF THE STAFF OF THE SERVICE PROVIDER**

The specific number, duties and grades of the staff of the service provider at the Premises are detailed in the specifications of this document (under required number of security officers).

### **3.16 DAILY CONTACT**

The First or Second Level Supervisor of the service provider shall make daily contact with the Security Manager at the premises in order to verify and handle mutual complaints, problems, and requests concerning the rendering of the service. Formal discussions between the Security Manager and the person at management level from the service provider shall be held at least monthly. Minutes of the meeting must be kept by the Security Manager.

### **3.17 PERIODS OF DUTY**

No security staff may perform continuous duty for a period longer than 12 (twelve) hours.



### **3.18 HANDING IN OF LOST ITEMS**

All lost items received by the security staff must be recorded in the register and on the Occurrence book.

These items shall be handed over to the Security Management directorate immediately and the register with the signature from the person to whom the items were handed.

### **3.19 DELIVERY OF ARTICLES AT THE SECURITY CONTROL ROOM**

No deliveries (except lost items), by any person, may be received by Security Personnel. Such deliveries shall be referred to the relevant personnel in the Department.

### **3.20 LABOUR UNREST INCIDENTS**

#### **3.20.1 DEFINITION**

When any staff members of the Department or security staff of the service provider, are engaged in strikes, unrest or intimidation.

#### **3.20.2 LABOUR UNREST AT THE PREMISES**

If the service is interrupted or temporarily deferred because of any local or national disaster or any other cause beyond the control of the service provider, all parties shall come to an agreement on the methods which would enable the security service to continue. In such a case, the service provider will be paid pro rata for services rendered.

### **3.21 QUALITY OF SERVICE**

Checking of service quality shall be done by service provider's supervisor at the premises, as well as by the service provider on at least a daily basis.

The Security Manager or representative shall be entitled at any time to check the quality of service rendered by the service provider, in order to ensure that the service rendered is in accordance with the conditions of this contract.

The Department may require from the service provider, at any time within reason, that any of his employees be replaced, in which case the service provider shall remove the employee summarily from the Premises and the Administration will not be held responsible for any damages or claims which might arise because of this and the service provider indemnifies the Administration against any such claims and legal expenses.

**NOTE:** The Department reserves the right to check daily whether the service provider has sufficient staff at the premises in line with the contract. (All staff shortages will be noted down in the Occurrence Book).

### **3.22 COMPETENCY REQUIREMENT**

#### **3.22.1 COMMITMENT IN TERMS OF THIS CONTRACT**

The service provider commits to the following general aspects in fulfilment of the contract.

#### **3.22.2 LIABILITIES OF THE SERVICE PROVIDER**

The service provider will be liable for any damages or loss suffered by the Department, as a result of the service provider's own or his/her employee's negligence or intent which originated at the premises. The Department undertakes to notify the service provider in writing of the particulars of each claim that the service provider is liable for.

#### **3.22.3 INDEMNITY OF THE DEPARTMENT**

The service provider hereby indemnifies the Department against any liability for compensation and legal expenses in respect of the following cases:

Loss of life or injuries which might be suffered by the service provider's staff during the execution of their duties

Damages to or destruction of any equipment or property of the service provider, during the execution of duties as described in this contract

Any claims and legal costs which might arise from the failure by or acts committed by the security staff of the service provider against third person, which acts include illegal searching, illegal arrests, and other illegal, unlawful or wrongful deeds.

#### **3.22.4 INSURANCE CONTRACT BY THE SERVICE PROVIDER**

The service provider shall, at the company's expense, take out sufficient insurance against any claims, costs, loss and/or damages from the company obligations and shall ensure that such insurance remains operative for the duration of the contract. **A copy of such insurance contract shall be handed to the Security Manager on commencement of this contract.** The service

provider shall be under obligation to furnish the Department with quarterly evidence that such insurance premiums have indeed been paid in respect of the period for which the contract is valid.

### **3.22.5 PROOF OF REGISTRATION WITH THE DEPARTMENT OF LABOUR**

The service provider shall provide (together with this bid) the Department, with satisfactory proof of registration, as employer, with the Department of Labour.

### **3.22.6 PROOF OF REGISTRATION WITH PSIRA**

The service provider shall provide together with this bid the Department, satisfactory proof of registration with PSIRA.

### **3.23 CURTAILMENT OF SERVICE**

The Department reserves the right to withdraw from the service any part/s of the Premises or the Premises as a whole, with one month's written notification to the service provider. In a case such as this, the contract sum will be adjusted pro rata from the date of withdrawal.

Should the Building /s or part/s thereof in respect of which the service is rendered, be damaged or destroyed by superior power (vis major) or fire, the Department shall have the discretion to determine which part/s of the building /s could or should no longer be used as part of the original utilization, and in respect of such unusable part/s of the building/s parties will no longer be bound by the stipulation of this contract.

In respect of the part/s of the building of the part/s of the building/s which shall remain in use, the stipulation of this contract shall remain valid, but the contract sum shall be decreased pro rata as from the determined date.

Should such damaged building or part/s be repaired, the Department shall be entitled to request the service provider, by means of one month's written notification, to resume the service, in which case the stipulations of this contract shall be applicable.

### **3.24 DEPARTMENT EQUIPMENT AND PROPERTY**

The service provider may not, unless it is so specified, use any of the Department's equipment, aids and/or property, for the purpose of compliance with this contract equipment, aids and/or property includes inter-alia, vehicles, stationery and firearms.

### **3.25 USE OF WATER, ELECTRICITY AND ACCOMMODATION**

The water, electricity and accommodation which the Department deems necessary for the rendering of the service, shall be provided to the staff of the service provider.

### 3.26 TRAINING OF THE SERVICE PROVIDER'S STAFF IN THE EMERGENCY PROCEDURES OF THE PREMISES WHERE THEY RENDER SERVICE

The service provider is responsible for the training of his staff at the premises in respect of the application of the guidelines of the emergency plan which shall be provided to him by the Office Manager.

### 3.26 MINIMUM WAGE REQUIREMENT

The service provider must comply with minimum wage requirements as per PSIRA rates.

### 3.27 EVALUATION CRITERIA

Bid for the appointment of the Service Provider will be evaluated on functionality price, special conditions and B-BBEE preferential points in accordance with the Supply Chain Management Procurement policies, the Treasury Regulations, the Preferential Procurement Policy Framework Act 5 of 2000 and the B-BBEE Act and with its regulations amendments.

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

It is a bid condition that prior to an award of the bid being made and/or during the evaluation process, the premises of the most acceptable service provider will be subjected to inspection. Therefore premises of the service provider shall be open, at reasonable hours, for inspection by a representative of the Department of Treasury or organisation acting on its behalf.

**NOTE:** Failure to submit sufficient information for an assessment to be made may invalidate the entire bid.

Companies must submit mandatory documentary proof is required of their contract agreement (s) to the satisfaction of the Department. The major service provider must be an independent Enterprise.

**Phase 1:** Compliance with all mandatory requirements

Bids which do not comply with all mandatory requirements will not be considered for phase 2 and 3.

Phase1: MANDATORY REQUIREMENTS	

COMPLIANCE TO THE REQUIREMENTS	ATTACH PROOF OF THE FOLLOWING DOCUMENTS
	<ul style="list-style-type: none"> <li>• Grade B for the Owner/Director of the entity</li> <li>• PSIRA registration Owner/ Director of the entity</li> <li>• PSIRA registration of the company</li> <li>• PSIRA registered security officers</li> <li>• Compensation for Occupational Injury and Diseases Act ( COIDA) / Workman’s Compensation registration</li> <li>• UIF registration</li> <li>• Registration with the Pension Fund for Security Officers</li> <li>• Public Liability Insurance / Intention</li> <li>• Emergency vehicles (must be included in company profile)</li> <li>• 24 hour functional control room (physical address in PMB or intention to setup one a month prior to commencement of work must be supplied)</li> <li>• Attend compulsory Briefing Session</li> <li>• Detailed proof of previous experience as a company and contactable references</li> <li>• Licences for hand-held radios / Intention</li> <li>• Company Profile</li> </ul>

**PHASE 2: SPECIAL CONDITIONS**

1. Service provider must have minimum of five (5) years experience in corporate security.
2. The service provider’s control room must be situated in Pietermaritzburg or there must be an intention to have a control room at Pietermaritzburg should they be appointed.(A recommended service provider will be given one month to set up a control room)

**Phase3:** Pricing and BBBEE preference points scores (as per BBBEE Act and SBD form)

<b>Phase 3: Financial and Preference Point System</b>	<b>Points</b>
Price	90
Preference Points (Conformance to B-BBEE)	10
<b>Total</b>	<b>100</b>

QUESTIONNAIRE	<u>Yes</u>	<u>No</u>
1. For the purpose of this contract, are your Supervisors and Security Officers registered with Private Security Industry Regulating Authority (PSIRA)?		
2. a. Is your company in possession of two-way hand-held radios for issue to the Security Officers at the premises to enable them to establish communications between different duty points?		
b. Is all radio equipment correctly licensed and regularly maintained? (Provide supporting documents)		
3. Is your company insured against public liability?		
4. Is your company registered with the Compensation Commissioner? A certified copy proof of registration must accompany this tender.		
5. Is the offer strictly to specification?		
6. Is your company registered with the Private Security Industry Regulatory Authority – PSIRA?		
7. Has satisfactory proof of registration with PSIRA been submitted?		
8. Will your Security Officers at the Provincial Treasury be in a position to contact your Control Room at all times via a Base Radio?		
9. Have your Supervisors and Security Officers undergone and passed formal security training?		
10. Was the premises visited in order to ascertain the extent of the service to be rendered? State date..... Name of person employed at the premises who gave permission for site visit.		
11. Have you provided a list of references with this bid?		
12. Do you as a company have five years of experience in the corporate security?		

13. Do you have a control room at PMB?		

For Viewing purpose only

**ANNEXURE A**

**PRICE PAGE**

N.B.: This form must be completed in detail, signed by the service provider and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

**CLOSING DATE AND TIME: 21 FEBRUARY 2017 at 11:00**

**VALIDITY PERIOD: 120 DAYS**

**BID / CONTRACT NO: ZNT 1210/2016-F**
**PERIOD: THREE YEARS**

**Treasury House**

**NAME AND ADDRESS OF SERVICE PROVIDER**

**(FIRM)**.....

**TELEPHONE**

**NUMBER**.....

FACSIMILE NUMBER:.....

It is required that the service provider clearly detail the **monthly** price (inclusive of VAT) by submitting an analysis of the cost structure of the bid price in South African monetary value under the following headings:

**A. Costs in respect of wage remuneration for Security Officers** R \_\_\_\_\_

Security Officer **Grade B x** \_\_\_\_\_ cost \_\_\_\_\_

Security Officer **Grade D x** \_\_\_\_\_ cost \_\_\_\_\_

**Sub-total per month: (wages only)** R \_\_\_\_\_

**B. Other Costs:** R \_\_\_\_\_

For example, UIF, WCA, Insurance, vehicle operating costs, radios, stationery, profit etc.

**Total bid price per month** R \_\_\_\_\_

Which Area Centre do you fall under? \_\_\_\_\_

REMARKS (If any):	
	..... <i>(Signature of service provider )</i>
	DATE:.....
	..... <i>(Signature of Witness)</i>
	DATE:.....



**ANNEXURE B**

**PRICE PAGE**

N.B.: This form must be completed in detail, signed by the service provider and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

**CLOSING DATE AND TIME: 21 FEBRUARY 2017 at 11:00**

**VALIDITY PERIOD: 120 DAYS**

<b>BID / CONTRACT NO: ZNT 1210/2016-F</b>	<b>PERIOD: THREE YEARS</b>
<b>Nomalanga Building</b>	

**NAME AND ADDRESS OF SERVICE PROVIDER**  
**(FIRM)**.....

**TELEPHONE**

**NUMBER**.....

FACSIMILE NUMBER:.....

It is required that the service provider clearly detail the **monthly** price (inclusive of VAT) by submitting an analysis of the cost structure of the bid price in South African monetary value under the following headings:

**A. Costs in respect of wage remuneration for Security Officers** R \_\_\_\_\_

Security Officer **Grade B x** \_\_\_\_\_ cost \_\_\_\_\_

Security Officer **Grade D x** \_\_\_\_\_ cost \_\_\_\_\_

**Sub-total per month: (wages only)** R \_\_\_\_\_

**B. Other Costs:** R \_\_\_\_\_

For example, UIF, WCA, Insurance, vehicle operating costs, radios, stationery, profit etc.

**Total bid price per month** R \_\_\_\_\_

<i>REMARKS (If any):</i>	.....
	(Signature of service provider)
	DATE:.....
	.....
	(Signature of Witness)
	DATE:.....

--	--

**ANNEXURE C**

**PRICE PAGE**

N.B.: This form must be completed in detail, signed by the service provider and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

**CLOSING DATE AND TIME: 21 FEBRUARY 2017 at 11:00**

**VALIDITY PERIOD: 120 DAYS**

<b>BID / CONTRACT NO: ZNT 1210/2016-F</b>	<b>PERIOD: THREE YEARS</b>
<b>Natalia Building</b>	

**NAME AND ADDRESS OF SERVICE PROVIDER**

**(FIRM)**.....

TELEPHONE

NUMBER.....

FACSIMILE NUMBER:.....

It is required that the service provider clearly detail the **monthly** price (inclusive of VAT) by submitting an analysis of the cost structure of the bid price in South African monetary value under the following headings:

**A. Costs in respect of wage remuneration for Security Officers** R\_\_\_\_\_

Security Officer **Grade C x** \_\_\_\_\_ cost \_\_\_\_\_

Security Officer **Grade D x** \_\_\_\_\_ cost \_\_\_\_\_

**Sub-total per month: (wages only)** R\_\_\_\_\_

**B. Other Costs:** R\_\_\_\_\_

For example, UIF, WCA, Insurance, vehicle operating costs, radios, stationery, profit etc.

**Total bid price per month** R\_\_\_\_\_

<p>REMARKS (If any):</p>	<p>.....</p> <p>(Signature of service provider)</p> <p>DATE:.....</p>
--------------------------	---

	..... (Signature of Witness) DATE:.....
--	---

**ANNEXURE D**

**Total bid price per month for all three building : R\_\_\_\_\_**

**Total bid price for the period of three years**

**For all three building : R\_\_\_\_\_**

for viewing purpose only



## SECTION B

### TERMS AND CONDITIONS OF THE PROPOSAL

- 1.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the KwaZulu-Natal Provincial Treasury Supply Chain Management general contract conditions.
- 1.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.
- 1.3 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.
- 1.4 In cases where company, partnership or close corporation commences business for the first time or either don't have capital; the following particulars must be furnished
  - Full particulars of a registered, reputable financial institute/ company that will assist with the commencement of project e.g. buying material and equipment
- 1.5 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly with workers.
- 1.6 The Service Provider must arrange the insurance policy with a reputable insurance company **OR** submit documentary proof/ letter of intent. Premiums must be paid monthly after the award for the duration of the project failure to comply the Department will reserve the right to pay the premiums and to deduct such payments from money owed by the service provider
- 1.7 All Acts and Regulations relating to security services must be adhered to by the Service Provider. All equipment and security material must comply with South Africa Bureau of Standards and PSIRA Act and regulations and must be of high quality.
- 1.8 The Department reserves the right to conduct tests and analyses on the security services and equipment provided by the service provider to ascertain the quality and compliance to PSIRA.
- 1.9 Any shortcoming in this term of reference must be identified by the service provider prior the awarding of the quotation. Any short coming identified by the service provider after the contract has

been awarded and that would have an impact on the contract price will be for the account of the service provider.

- 1.10 Should the service provider not comply with any of the conditions contained in this terms of reference during the contract period the KwaZulu-Natal Provincial Treasury may cancel the contract within one month notice.
- 1.11 The service provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- 1.12 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 1.13 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
- 1.14 Provide Management report on a monthly basis. The report shall be based on different services and shall cover all work performed and completed during the month.
- 1.15 KwaZulu-Natal Provincial Treasury shall:**
- Conduct business in a courteous and professional manner with the service provider.
  - Not accept responsibility/liable of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
  - Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
  - KwaZulu-Natal Provincial Treasury and service provider will enter into a Service Level Agreement upon appointment of the suitable Service Provider. This specification will also form part of the service level agreement.



**INDEMNITY UNDERTAKING**

I/We \_\_\_\_\_ (insert Service Providers name) hereby indemnifies and hold the KwaZulu-Natal Government harmless in respect of all costs that may be incurred by me/us for the submission or performance of this bid.

I/We further indemnify the KwaZulu-Natal Government in respect of all legal and other expenses as they are incurred by the KwaZulu-Natal Government in examining, resisting or settling any damages, injuries or loss that may be occasioned by work necessary in terms of this bid.

\_\_\_\_\_  
Witness :

\_\_\_\_\_  
Signature of authorised person to sign the bid.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

*for viewing purpose only*