



sport and recreation

Department:
Sport and Recreation
PROVINCE OF KWAZULU-NATAL

REQUEST FOR BIDS (RFB)

The Department of Sport and Recreation in the Province of KwaZulu Natal hereby invites suitably qualified suppliers/and or services providers to submit bids for the following: -

Description of Goods /Services:	PROVISION OF SECURITY SERVICES TO MEC TRURO HOUSE OVER A PERIOD OF THREE (3) YEARS/36 MONTHS		
BID Number:	ZNB: DSR19/2012		
Evaluation Criteria	Price Points: 80	BEE Points: 20	Functionality: (YES)
Closing Date & Time:	07 JULY 2021 at 11:00AM		
Required at/Delivery Address:	Department of Sport and Recreation, 135 Pietermaritz Street (Sport and Recreation House)		
Technical enquiries:	Mr. T N Njokweni, Deputy Manager: Safety and Security Services – Mobile No. +27 79 233 6242		
General/SCM enquiries:	Mr. Nhlanhla Ngubane – Mobile No. +27 82 966 4199 Email address: nhlanhla.ngubane@kzndsr.gov.za		

The Manager
.....
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.....

Central Supplier Database No.: MAAA0

QUOTATION NUMBER: ZNB:DSR19/2122

PROJECT/IR NUMBER: IR31/2122

REQUEST FOR QUOTATION FOR THE RENDERING OF SECURITY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT MEC TRURO HOUSE 17 MARGARET MNCADI AVE , DURBAN

1. The Department of Sport and Recreation requires the item(s)/service described per attached price quotation invitation, and you are requested to complete the attached documents in full and to submit it in accordance with the under-mentioned stipulations:

- 1.1. The conditions contained in the attached annexures apply.
- 1.2. The price quotation must be submitted in a sealed envelope with the name and address of the bidder with the price quotation number and closing date indicated on the envelope. The cover or envelope must not contain documents relating to any bid other than that shown on the cover or envelope.
- 1.3. The bid offer must be hand delivered to: **Sport and Recreation House, 135 Pietermaritz Street, Pietermaritzburg 3201** and deposited into the designated Quotation Box. **No faxed or email bid offers will be accepted.**
- 1.4. Price quotations submitted per mail must be sent per registered mail. The price quotation must still reach this office before the closing time. Failure to do so will invalidate the price quotation.
- 1.5. The closing date of the bid will be **on 07 JULY 2021 at 11h00** and will be valid for a period of ninety (90) days after the closing date.
- 1.6. The attached forms/annexures must be completed in full and returned with your price quotation.

2. **All communication regarding this bid before the closing date and time must be done in writing.**
3. You are advised to acquaint yourself with the contents of the attached General Conditions of Contract (GCC).
4. Please note that the following documentation **must** be submitted with your price quotation:
 - o All SBD forms,
 - o Schedules 8, 14 and 16,
 - o Original or certified copy of a Tax Compliance Status PIN,
 - o Original or certified copy of a BEE Certificate or Affidavit and failure to comply will result in BEE points not allocated where Preference Points System is applicable.

Yours faithfully


Mr. M.N. Ngubane
Director: Supply Chain Management

1.4 CHECK LIST FOR BIDDERS

Standard Bid Documents (SBD):			
1. Annexure A	Supplier Name	YES	NO
SBD 1 (Part A and B)	Invitation to Bid	YES	NO
SBD 2	Tax Clearance Certificate Requirements	YES	NO
SBD 3	Special Instructions and Notices to Bidders regarding the completion of Bidding Forms	YES	NO
SBD 4	Declaration of Interest	YES	NO
SBD 6.1	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011	YES	NO
SBD 7	Questionnaire Replies	YES	NO
SBD 8	Declaration of Bidders Past Supply Chain Management Practices.	YES	NO
SBD 9	Certificate of Independent Bid Determination	YES	NO
SBD 10	Official Briefing Session/Site Inspection Certificate	YES	NO
SBD 11	Authority to Sign a Bid	YES	NO
	Special Conditions of Contract	YES	NO
	Specifications/Terms of Reference (TORs)	YES	NO
	Price Schedule	YES	NO
	General Conditions of Contract	YES	NO
	Schedule 1 to 11	YES	NO

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	ZNB: DSR19/2122	CLOSING DATE:	07 JULY 2021	CLOSING TIME:	11:00AM
DESCRIPTION	PROVISION OF SECURITY SERVICE FOR MEC TRURO HOUSE OVER A PERIOD OF THIRTY SIX (36) MONTHS AT 17 MARGARETE MNCADI AVE, DURBAN				
CONTRACT PERIOD	36 MONTHS				
VALIDITY PERIOD	90 DAYS				
COMPULSORY BRIEFING	NOT APPLICABLE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

SPORT AND RECREATION HOUSE
135 PIETERMARITZ STREET
PIETERMARITZBURG
3200

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr. Nhlanhla Ngubane	CONTACT PERSON	Mr. T. Njokweni
TELEPHONE NUMBER	082 966 4199	TELEPHONE NUMBER	079 233 6242
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	nhlanhla.ngubane@kzndsr.gov.za	E-MAIL ADDRESS	tondo.njokweni@kzndsr.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

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

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

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

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

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the 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.
17. The bidder must initial each and every page of the document.

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register or call 033 897 4223/4676/4509 for assistance.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may;
 - 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.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to updates its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) 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)

.....

I 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:.....

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 form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate/ Valid Tax Compliance Pin Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval. 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.
3. The Tax Clearance Certificate / Valid Tax Compliance Status Pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates / Valid Tax Compliance Status Pin 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.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes 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, shareholder²):

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.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;

- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

"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 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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** f

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

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

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

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 on20.....,

Mr/Mrs/Ms.....

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

.....
SIGNATURE	SIGNATURE	SIGNATURE

.....
DATE	DATE	DATE

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

(Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION :

.....

(PRINT NAME)

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

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2.....

E CO-OPERATIVE

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

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

at.....

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

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.....

2.....

F JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

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

Mr/Mrs/Ms.....and Mr/Mrs/Ms.....

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

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME).....

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

G. CONSORTIUM

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

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

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

Mr/Mrs/Ms.....

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

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

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

years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

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

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

ZNB:DSR19/2122: Rendering of Security Service for a period of thirty-six (36) Months at MEC TRURO HOUSE : 17 MARGARETE MNCADI AVE, DURBAN

(Bid Number and Description)

in response to the invitation for the bid made by:

Department of Sport and Recreation KwaZulu-Natal

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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 National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal 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.

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:

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

SIGNED ON THIS DAY OF 20 AT

.....
SIGNATURE OF BIDDER OR DULY AUTHORIZED REPRESENTATIVE **NAME IN BLOCK LETTERS**

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

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

POSTAL ADDRESS
.....

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SPECIAL CONDITIONS OF CONTRACT

1. LIABILITY

The contractor shall be liable for the acts and omissions of its personnel and /or employees in the execution of their duties against:

- a) any damage to the Department's property, whether movable or immovable;
- b) loss of property belonging to the Department
- c) liability in respect of any damage to property, whether movable or
- d) immovable from third parties;
- e) liability in respect of loss property belonging to third parties; and
- f) liability in respect of the death of, unlawful arrest, injury, illness or disease to any person.

2. INDEMNITY CLAUSE

The Department will not be held responsible for any injuries incurred by the Contractor while rendering the service.

3. PENALTIES

Should at any time during the contract period be determined that the Contractor's personnel failed to perform in one or other facet of their duties without a reasonable motivation the contract will be terminated.

4. CONTRACT NOT TO BE CEDED OR ASSIGNED WITHOUT APPROVAL

The Contractor will not be allowed to cede or assign his rights and / or obligations under the contract or to sublet the contract work or any part thereof, without the consent of the Department.

5. EXECUTION OF WORK

The service rendered shall be carried out by the Contractor in a thorough and workman manner and to the satisfaction of the Department.

6. INSPECTION OF SITE

The Contractor shall have inspected the site and to have satisfied himself / herself before submitting his bid, as to the nature of the work amount of personnel required and material necessary to render the service as required in the bid document.

7. CARE OF THE WORKS

The obligation to take care of and provide custody for the contract work and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to prevent injury to persons or damage to property and to protect adjoining properties from trespass or damage to progress of the contract.

8. REMUNERATION

- 8.1 The Department shall remunerate the Service Provider in respect of its services in accordance with the appropriate conditions as set forth.
- 8.2 The Service Provider agrees hereto that responsibility of payment for services rendered to the Department shall vest in the Service Provider, who shall on monthly basis submit an invoice to the Department.
- 8.3 The service Provider shall submit to the Department a tax invoice for each month, and the Department shall pay to the Service Provider the amount of invoice within 30 (thirty days) of receipt of an agreed invoice. All supporting documents must be attached to all invoices submitted.
- 8.4 In the event that the Department is not satisfied with the performance of the Service Provider, the Department shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the service provider to rectify such performance.
- 8.5 In the event of the entire amount or a portion of the invoice being disputed by the Department, only a portion in the dispute shall be held for payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.
- 8.6 International and Domestic Travel to be undertaken by the service provider shall be as per the Travel Policy of the Department.
- 8.7 Disbursements shall be claimed as per the Subsistence and Travel policy of the Department.
- 8.8 The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.

9 TERMINATION OF SERVICES

- 9.1 Should the Contractor fail to meet the conditions of the contract, or continue rendering unsatisfactory service, the Department 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 Department may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.
- 9.2 The Department reserves the right to terminate the agreement, should the Institution, for any reason, be permanently closed or transferred to another location.
- 9.3 KZNDSR reserves the right to terminate the contract of any assignment to any party if there are reasonable grounds for considering that there is non-performance by the contracted service provider.
- 9.4 KZNDSR also reserves the right to curtail the scope of the assignment awarded or to curtail any aspect of the assignment by mutual agreement. In the event of any such cancellation or curtailment, the service provider shall have no claim or recourse against KZNDSR, of whatever nature, save the recoupment of the service provider's actual and reasonable costs already expended on the project.

10 UNSATISFACTORY PERFORMANCE

- 10.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 10.2 Before any action is taken, the KZNDSR 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 (14 days minimum). If the contractor does not perform satisfactorily despite the warning the KZNDSR will:
 - a) take action in terms of its delegated powers;
 - b) make a recommendation for cancellation of the contract concerned.

11 VAT

- i. Bid prices must be inclusive of VAT.
- ii. 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 serialised 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 –
- iii. the value of the supply, the amount of tax charged and the consideration for the supply; or
- iv. 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.

12 REMUNERATION WORK OUTSIDE THE PUBLIC SERVICE

- 12.1 An employee cannot, without approval, undertake remunerative work outside his or her official duty. Written permission must be granted by the Executive Authority or an official authorised by the Executive Authority.
- 12.2 An employee is prohibited from serving on the Board of Directors of private sector organizations without the written permission granted by the Executive Authority or an official authorized by the Executive Authority.

13 RESTRICTION OF SUPPLIERS, SHAREHOLDERS AND DIRECTORS

- 13.1 AOs / AAs may act against Suppliers, Shareholders and Directors, upon detecting that false information regarding any matter which will affect or has affected the evaluation of a tender, in accordance with the Department's SCM Policy and Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.

14 PREQUALIFICATION CRITERIA

- 14.1 Only bidders with a BBEE level 1 and/or EME or QSE status level contributor will be considered.**

15. SPECIAL CONDITIONS

- 15.1 Bidders must submit their bid proposals in line with the bid specifications. All prescribed services must form part of the bid proposal. Partial bids shall be disqualified;
- 15.2 The Department reserves the right to award the bid in whole or partially;
- 15.3 The Department reserves the right not to award the bid;
- 15.4 The Department reserves the right to award this bid to one or more than one service providers
- 15.5 Thorough reference checks shall be conducted. Bidders shall be disqualified if found to have misrepresented information in their bid proposals;

- 15.6 Planned Joint Ventures or sub-contracting related to this project shall only be considered to be valid if there is proof of agreement signed by all parties involved. In case of the joint venture each party must submit the following:
- Original or certified copies of their entities audited financial statements.
 - Joint BBEE Certificate;
- 15.7 Bids must be delivered by the stipulated time to the correct address and late bids shall not be accepted for consideration.
- 15.8 All bids must be submitted on the official forms provided not to be re-typed or online.
- 15.9 Bidders must be registered on the Central Service Provider Database (CSD) to upload mandatory information namely: (business registration/ directorship/membership/identity numbers; tax compliance status; and banking information for verification purposes).
- 15.10 B-BBEE certificate or sworn affidavit for B-BBEE must be submitted with the bidding documents;
- 15.11 This bid is subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential procurement regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other Legislation or Special Conditions of Contract;
- 15.12 Bidders must ensure compliance with their tax obligations;
- 15.13 Where Consortia / Joint Ventures / sub-contractors are involved, each party must submit separate proof of TCC / pin / CSD number;
- 15.14 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of their offer shall be for the account of the bidder. All supporting documentation submitted with its bid will become KZNDSR's property unless otherwise stated by the bidder/s at the time of submission.
- 15.15 A bid not complying with the minimum requirements stated hereunder will be regarded as not being "Acceptable bid" and as such will be rejected;
- If any pages have been removed from the bid document or have not been submitted;
 - If the bid document is completed using a pencil. Only black ink must be used to complete the bid document;
 - The bid has not been properly signed by a party having the authority to do so;
- 15.16 Bid offer will be rejected if a bidder or any of the directors is listed on the Register of bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 2004 as a person prohibited from doing business with the State;
- 15.17 Bid offers will be rejected if the bidder has abused KZNDSR's Supply Chain management system;
- 15.18 Bid Offer will be rejected if there is a failure to attach a copy of a valid signed Joint Venture /Consortium agreement (If applicable) to the bid document;
- 15.19 Failure to complete and sign the certificate of independent determination or disclosing of wrong information will result in the rejection of the Bid;
- 15.20 The Department may, before a bid is adjudicated or at any time require the bidder to substantiate claims it has made with regard to preference;
- 15.21 This bid specification shall prevail in the event of a contradiction between the service standard and provision of this bid specification document;
- 15.22 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- 15.23 The awarded bidders must be well versed with the Bid Document at all times as this is a binding document.
- 15.24 Due to the importance attached by the Department to this bid, successful bidders will be expected to observe ALL the bid conditions contained in this specification as well as the time frames relating to the deliverables;
- 15.25 Bidders must take note of all the clauses of the specifications in this invitation to the bid;

15.26 KZNDSR reserves the right to terminate the contract should the appointed services providers perform unsatisfactorily and fail to remedy such poor or non-performance within seven days of receipt of a written request to do so. This excludes cases that can be mutually agreed upon to be beyond reasonable control of the bidder/s and could be viewed to be a supervening impossibility to perform.

15.27 KZNDSR reserves the right to award work to the successful bidder based on the needs and budget availability of KZNDSR.

ANNEXURE E: 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 cancelling 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 cancelling 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 4.2.

- 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.

5.2 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.
- 1.6 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 the 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 and all other necessary documents by the Contractor.

8.3 Notwithstanding clause 8.2 above, should the Department have a reasonable belief that the awarding of the bid was subject to collusion of any kind or manner, the Department reserves the right to withhold payment until the allegation is investigated and make a decision thereto.

8.4 Payments will be made in Rand unless otherwise stipulated.

8.5 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 fulfilment 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.

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 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.

SPECIFICATIONS/TERMS OF REFERENCE AND EVALUATION CRITERIA

SECTION A

1. OFFICES ADDRESS

The Department of Sport and Recreation requires the provision of security services at MEC TRURO HOUSE for period of thirty-six months (36) Months – starting period anticipated for the 1st August 2021.

PHYSICAL ADDRESS:	MEC TRURO HOUSE : 17 MARGARET MNCADI AVE, DURBAN
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2. MANPOWER REQUIREMENTS PER OFFICE

Seven days a week 24 hours a day, including Public holidays:

MEC TRURO HOUSE

MONDAY – SUNDAY INCLUDING PUBLIC HOLIDAYS	DAY SHIFT 06H00 TO 18H00	NIGHT SHIFT 18H00 TO 6H00
GRADE C (Male)	1	
GRADE C (Female)	1	
TOTAL NUMBER OF GUARDS	2	

3. SCOPE OF BID

- (i) The Contractor will be responsible safe guarding of premises and response
- (ii) Control the entrance of the building, monitoring the access into the building on a 24-hour basis.
- (iii) Maintain a visitor's register, search and escort visitors
- (iv) Monitoring incoming and outgoing vehicles on a 24-hour basis
- (v) Provide the security services over Departmental staff vehicles in the parking area of the above-mentioned premises on a 24-hour basis including weekends and public holidays.
- (vi) Provide 24 Hour patrolling of premises and monitor of CCTV Cameras and response to alarms
- (vii) Provide the security services in the following areas:
- Departmental and staff vehicles in the parking area;
 - Control Room;
 - Physical security;
 - Access/Exit Control;
 - Reception and escorting;
 - Special measures at control points; and
 - Fire Detection

The bid is open to all service providers of security services.

4. THE DUTIES OF THE STAFF OF THE CONTRACTOR AT THE PREMISES ARE AS FOLLOWS:

- (i) A Supervisor from the Contractor 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.
- (ii) he contractor must make his own arrangements for the transportation of his staff to and from the premises.
- (iii) The Employer or his Representative may at any time inspect the Contractor's work and/or performance. Should the standard be considered unacceptable, the Contractor will be notified accordingly in writing and the Contractor shall cause the situation to be rectified to the standard required by the specification, as the case may be, at his own cost or charge? In the event of the Contractor disregarding the Employer or his representative's instruction for a period of seven (7) days, the Employer will be at liberty to employ other workmen to perform the work or cause the work to be performed and to charge any expense thereby incurred to the Contractor, and to deduct it from any sum due in terms of a contract.
- (iv) Payment of the contract amount will be made in monthly payments, based on the total amount due in terms of the contract every end of the month.
- (v) The equipment of the Contractor must be in a safe condition so as not to be a danger to the staff, visitors, the public or the building.
- (vi) The reasonable comfort of and avoidance of disturbance to the staff and visitors of the premises must be taken into consideration at all times.
- (vii) The Contractor must be responsible for providing his/her own equipment, materials, consumables, etc; as well as uniform and identification cards for all its employees
- (viii) The Department will provide free electrical power (22 volt, 15amps) if required, to the Contractor by means of existing plug. Extension cords must be provided through a plug-in earth leakage protection device. All other fuel and batteries necessary shall be provided by the Contractor.
- (ix) The Employer will provide the Contractor with designated storage space, free of charge, for equipment and materials. However, the Contractor is to provide approved and appropriate storage devices for the storing of any firearms not in use
- (x) The Department will provide a work station and toilet facilities, free of charge, to the staff of the Contractor.
- (xi) The Contractor will also be required to provide the Employer 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 record clearance has been obtained will not be permitted to perform work in terms of this contract.

5. DUTIES AND SERVICES REQUIRED

- (i) A twenty-four (24) guard and access/exit control services is to be provided for a building of two floors. 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 Contractor.

- (ii) 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.
- (iii) Security's Office at the premises is to be in radio contact via a Base Radio with the Contractor's Control room at all times.
- (iv) Security Officers on duty must be armed with a baton, handcuffs, pocket book, pen, torch (at night) at all times.
- (v) The Contractor shall examine the premises and his staff on a daily basis, in order to establish whether any problems are being experienced.
- (vi) The Contractor shall control the entry and departure of motor vehicles to and from the premises, and shall maintain records at the premises to be made available for inspection by the employer.
- (vii) The Contractor shall carry out body search and physical inspections of vehicles entering or leaving the premises on a random basis when so directed by Department.
- (viii) The Contractor shall control the entry of pedestrians to the premises, search when required, and direct deliveries and visitors to the reception counter and to receive visitors' stickers at the security check point.
- (ix) The Contractor shall control the authorized exit of staff from the premises and assist in locating missing staff members when so requested by Department.
- (x) The Contractor shall prevent any illegal incursions and report any irregularities at the entrances.
- (xi) The Contractor shall update Occurrence Book hourly or when anything out of the ordinary occurs and during the change of security staff members.
- (xii) The Contractor shall in times of unrest, secure the gates against illegal incursions.
- (xiii) As the security desk form an integral part of the access control system the Security Officers must ensure full compliance with departmental prescripts.

6. INTERNAL SECURITY

The Contractor must ensure:

- (i) Control of visitors awaiting attention, ensuring orderly queue control and giving directions where and when necessary.
- (ii) Report irregularities to District Head/Security Manager and in cases of unrest also to the South African Police Services.
- (iii) Remove or assist the controlling of unruly visitors, staff members or other persons, as instructed by District Head/Security Manager.

7. PATROL DUTIES

7.1 Security staff will be required to:

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

7.2 Check and report on the following aspects:

- (i) Whether external doors are locked after hours

- (ii) Whether external lights are operational and illuminated during hours of darkness.
- (iii) Whether there are any broken windows
- (iv) Whether vehicle parking areas are secured.
- (v) Any adverse activities that are observed.

8. DUTY POINTS

- Main Entrance and Vehicle Entrance; Perform access control / security function.
- Building: Perform regular inspections to ensure general safety and security.

9. REQUIREMENTS OF SECURITY STAFF

It is the responsibility of the Contractor to ensure that the security staffs on the site comply with the following requirements at all times.

10. SECURITY OFFICER (Grade C) (CV's and Certificates MUST be submitted)

- (i) Security Officer must have at least 2 years' experience at graded level
- (ii) Security Officers must be able to speak read and write in English and Zulu.
- (iii) Security Officers must not be younger than 18 years of age.
- (iv) Security Offices must be registered with the Private Security Industry Regulatory Authority (PSIRA).
- (v) Security Officer must have a suitable clearance issued by South African Police Service to be kept

11. SUPERVISORS AND SECURITY OFFICERS

- (i) 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.
- (ii) At all times Security Officers must present an acceptable image/appearance which implies, inter-alia that they may not public sit, lounge about, smoke eat or drink whilst attending to people.
- (iii) Security Officers must at all times present a dedicated attitude/approach to security, which shall imply, inter-alia, that there shall be no arguments with staff /visitors or discourteous behaviour towards them.
- (iv) Security Officers must be physically and mentally healthy, and medically fit for the execution of their duties.
- (v) Security Officers must be registered as Security Officers, as required by Act 92 of 1987, section 10(1)(b)
- (vi) 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.
- (vii) Security Officers are prohibited from reading office documents, rummaging through records and/ or handling computer equipment.
- (viii) No information concerning the institutions activities may be furnished to the public or news media by the Contractor or his employees.

12. SECURITY STAFF EQUIPMENT

The Contractor undertakes to ensure that each member of his security staff at all times when on duty, be fully equipped with:

- (i) A neat and clearly identifiable uniform supplied by the Contractor, which uniform must include a matching raincoat and overcoat for rainy and cold conditions respectively.
- (ii) A clear identification card issued by the Contractor, with the member's photo, Identification and file numbers on it, worn conspicuously on his person at all times.

Alternatively: A clear identification card issued by Contractor with the member's identity and file numbers on it, accompanied by the members at all time.

- (iii) Service aids to be carried by members at all times, such as:
 - Pocket Book;
 - Pen;
 - Torch (at night);
 - Radio;
 - Firearm (where applicable);
 - Baton; and
 - Handcuffs
- (iv) 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 Contractor, and be available for inspection. The appropriate document shall include, interlaid, the following: scholastic, registration and medical certificates and security clearance.

SECTION B

NORMS / STANDARDS

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

All possible steps must be taken by the Contractor to ensure that the correct, intended execution of this contract will take place. These steps shall include the following;

- The protection of the State property at the intended Premises, the protection of the said property against theft, vandalism, and to protect staff and prevent crime.
- The protection of the KZN Department of Sport and Recreation staff against injury, death or any offences, including those offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 Of 1977).
- Bidders 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 public premise or any public vehicle shall be deemed to be the Head of Sport and Recreation KwaZulu-Natal or his representative.

SECTION C:

1. SECURITY AIDS

The Contractor must ensure that the following security aids are supplied and available at all times at the Premises where he rendered a security service of this contract.

2. OCCURANCE BOOK

2.1 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.

2.2 COMPULSORY OCCURRENCE BOOK – ENTRIES

- (i) The Contractor's security staff on duty shall make the following entries in the occurrence book:
- (ii) 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.
- (iii) All occurrence, (however important, slight or unusual), shall be recorded with reference made to the correct time and relevant actions taken
- (iv) All security staff activities – especially deviations in respect of the duty list – specify particulars of staff and relevant times.
- (v) The issue and / or receipt of keys, specifying the time and by whom they were received or delivered.
- (vi) The unlocking or locking of doors and gates, specifying the time and by whom locked or unlocked.
- (vii) The handing-over of shifts, mentioning all names of all shift staff and accompanying equipment and aids. In this case, staff taking-over as well as staff handing over shall sign the entry/entries.
- (viii) Occurrence Book Read. After the taking-over of shifts, the First level Supervisor shall make an entry declaring that he has read the Occurrence Book in order to acquaint himself with events that occurred during the previous shift.
- (ix) All visits by second Level Supervisors and Top Management of Contractor. These entries must be completed in red ink
- (x) The Occurrence Book must be submitted every Monday to the Security Manager / District Head between the hours of 08:00 to 9:00 for security and noting.
- (xi) 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.

NOTE1: 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 INTIALLED ON THE SIDE BY THE PERSON MAKING THE CORRECTION.

2.3 STORAGE OF OCCURRENCE BOOKS

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

3. ADMISSION CONTROL REGISTER

3.1 PURPOSE

The purpose of the Admission 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 register must be handed to the Security Manager / District Head for safekeeping. The register or if considered necessary a separate register must be introduced to record the firearms being handed in for safety.

3.2 PEDESTRIAN AND VEHICLE REGISTER

These registers shall be correctly and legibly completed 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. The register must make provision for the following;

- Date of visit
- Entry and exit times of any visitors to and from the premises
- Surname and initials of visitor
- Home or work address of visitor
- Official Identity/passport number of visitor
- Name of staff member to be visited
- Make, calibre and serial number of firearm in visitor's possession (if any)
- Number of passengers, and
- Signature of person completing the document

4. NOTE BOOK

4.1 PURPOSE

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

4.2 REQUIREMENT

During their periods of duty all security staff shall carry a notebook on their person. The following information shall be recorded in their notebook:

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

- Reporting on and off duty
- Time of occurrences or event

- Extent of occurrence or event
-
- Relevant occurrence book number with due allowance for paragraph 4.3 below
- Follow-up actions taken in respect of occurrence or event.

4.3 COPYING INTO OCCURRENCE BOOK

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

4.4 STORAGE OF NOTEBOOK

The Contractor shall store completed notebooks for period of 12 (twelve) months from the date each notebook was completed (full) and thereafter may destroy the notebook.

5. DUTY LIST

5.1 PURPOSE

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

5.2 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 Contractor and handed to Security Manager/ District Head where such service is rendered.

5.3 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.

6. DUTY SHEET

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

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

7. TWO-WAY RADIOS

The purpose of radio communication is the establishment of immediate communication between the different duty points and Control on site and Control at the Contractor's Headquarters.

Serviceable hand-held radios shall at all times be provided by the Contractor for the various guard points.

8. RENDERING OF SERVICE

The Contractor 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.

8.1 SPECIFIC NUMBER AND DUTIES OF THE STAFF OF THE CONTRACTOR

The specific number, duties and grades of the staff of the Contractor at the Premises are detailed in the specifications of this document

8.2 DAILY CONTACT

The First or Second Level Supervisor of the Contractor shall make daily contact with the Security Manager/ District Head 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

Contractor shall be held at least monthly. Minutes of the Meeting must be kept by the Security Manager/ District Head.

8.3 PERIODS OF DUTY

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

8.4 HANDING IN OF LOST ARTICLES

All lost articles handed to the security staff must be recorded in the Occurrence Book, after which they shall be handed to the Institutional Manager immediately and signature from the person to whom the article/s were handed.

8.5 DELIVERY OF ARTICLES AT THE SECURITY CONTROL ROOM

No deliveries (except lost articles), by any person, may be received by Security Personnel but shall be referred to the Department.

9. LABOUR UNREST INCIDENTS

9.1 DEFINITION

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

9.2 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 Contractor, all parties shall come to an agreement on the methods which would enable the security service to continue. In such a case, the Contractor will be paid pro rata for services rendered.

10. QUALITY OF SERVICE

Checking of service quality shall be done by supervisor staff at the premises, as well as by the Contractor himself on at least a daily basis.

The responsible personnel, in the KZN Department of Sport and Recreation, shall be entitled at any time to check the quality service rendered by the Contractor, in order to ensure that the service rendered is in accordance with the conditions of this contract.

The Department may require from the Contractor, at any time within reason, that any of his employees be replaced, in which case the Contractor 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 Contractor indemnifies the Administration against any such claims and legal expenses.

NOTE: The Security Manager/ District Head will have the right to check daily whether, in terms of the contract, the Contractor continuously has sufficient staff at the premises. (All staff shortages will be noted down in the Occurrence Book).

SECTION D: COMMITMENT IN TERMS OF THIS CONTRACT

The Contractor commits himself to the following general aspects in fulfilment of the contract.

1. LIABILITIES OF THE CONTRACTOR

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

2. INDEMNITY OF THE KWAZULU-NATAL DEPARTMENT OF SPORT AND RECREATION

The Contractor hereby indemnifies the KwaZulu-Natal Department Sport and Recreation against any liability for compensation and legal expenses in respect of the following cases:

- 2.1 Loss of life or injuries which might be submitted by the contractor's staff during the execution of their duties.
- 2.2 Damages to or destruction of any equipment or property of the contractor, during the execution of duties as described in this contract.
- 2.3 Any claims and legal costs which might ensue from the failure by or acts committed by the security staff of the Contractor against third person, which acts include illegal searching, illegal arrests, and other illegal, unlawful or wrongful deeds.

3. INSURANCE CONTRACT BY THE CONTRACTOR

The Contractor shall, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damages from his obligations and shall ensure that such insurance remains operative for the duration of his contract. A copy of such insurance contract shall be handed to the Office Manager on commencement of this contract. The Contractor shall be under obligation to furnish the Employer with quarterly evidence that such insurance premiums have indeed been paid in respect of the period for which the contract is valid.

4. PROOF OF REGISTRATION WITH THE COMPENSATION COMMISSIONER

The Contractor shall provide (together with this bid) the Employer, with satisfactory proof of registration, as employer, with the Compensation Commissioner.

5. CURTAILMENT OF SERVICE

The Employer 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 contractor. In a case such as this, the contract sum will be adjusted pro rata from the date of withdrawal.

- 5.1 Should the Building or part/s thereof in respect of which the service is rendered, be damaged or destroyed by superior power (vis major) or fire, the Employer 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.
- 5.2 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 date of determination in terms of 5.1 above.

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

6. KWAZULU-NATAL DEPARTMENT OF SPORT AND RECREATION AND PROPERTY

The Contractor may not, unless it is so specified, use any of the Employer's equipment, aids and/or property, for the purpose of compliance with this contract which equipment, aids and/or property includes inter-alia, vehicles, stationery, firearms, rooms/halls and furniture.

7. USE OF WATER, ELECTRICITY AND ACCOMMODATION

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

8. TRAINING OF THE CONTRACTOR'S STAFF IN THE EMERGENCY PROCEDURES OF THE PREMISES WHERE THEY RENDER SERVICE

The Contractor 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 Security Manager/District Head.

9. PROOF OF REGISTRATION WITH PSIRA

The Contractors shall provide (together with this bid the employer, satisfactory proof of registration with PSIRA.

10. PAYMENT

Payment of the contract amount will be made in monthly payments, based on the total amount due in terms of the contract every end of the month.

1. EVALUATION CRITERIA & FUNCTIONALITY

- 1.1 The bid will be subject to the 80/20 preference point's principle, 80 points for price and 20 for BBBEE/ social economic goals.
- 1.2 The bid will also be evaluated on functionality; a bidder who scores less than 60% will be eliminated. **Only the shortlisted Service Providers may be invited to give a presentation if the Department requires clarity.**
- 1.3 The points scored for functionality will be dealt with separately from points for price and empowerment / socio-economic goals in line with the National Treasury Instruction Note on the Amended Guidelines in Respect of Bids that include Functionality
- 1.4 The evaluation criteria will consist of the following steps:
- 1.4.1 **Step 1:** Check and verify compliance with the submission and completion of compulsory bid documents. **Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid.**

Criteria	Yes	No	Remarks
SBD 1: Invitation to Bid. Fill in the name of Entity and CSD (database) No. in case of J/V / Consortium list all parties to the J/V and each member's CSD No.			
SBD 2: Tax Clearance Requirements Attach valid Tax Compliance Status Pin. Read and comply/ valid tax status			
SBD 3: Special instructions and notices to Bidders regarding the completion of bidding forms.			
SBD 4: Declaration of interest			
SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011			
SBD 7: Questionnaire Replies			
SBD 8: Declaration of Bidders Past Supply Chain Management Practices			
SBD 9: Certificate of Independent Bid Determination			
SBD 10: Official Briefing Session/Site Inspection Certificate			
SBD 11: Authority to Sign a Bid			
Schedule 1: Original or Copy of Tax Compliance Status PIN. In the case of a Joint Venture/Consortium, each Entity must submit a Tax Compliance Status PIN separately.			
Schedule 2: Registration Certificate with the Private Security Industry Regulatory Authority (PSIRA)			
Schedule 3: Provident/Pension Fund. Submit proof of registration with Provident/Pension Fund			
Schedule 4: Banking Details. Must be filled in. A letter from the Bank or an original bank stamp to be furnished			
Schedule 5: Submission of BEE Certificate/Affidavit			

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NB: Each party to the J/V or Consortium must individually compile Sections SBD 1, SBD 4, SBD 6.1 and SBD 11.

1.4.2 Step 2: Attach the following documents for easy referencing purpose

Criteria	Yes	No	Remarks
Schedule 2 – Tax Compliance Status PIN			
Schedule 5 – Submission of BBBEE Certificate			
Schedule 6 – Copies of, where applicable: Notice of Registered Office and Postal Address of Company (CM 22), contents of Register of Directors, Auditors and Officers (CM 29), Articles of Association Memorandum of Association (CM2), Certificate to Commence Business (CM 46), Founding Statement (CK 1, Trust Deed, Constitution, Joint Venture/ Consortium Agreements.			
Schedule 7 – Bid entity profile of the company.			
Schedule 8 – References. A schedule reflecting the number, nature, value and duration of all contract/ bids secured by the bid entity and/or their individual directors, members, trustees and partners.			
Schedule 9 – Authority to sign a Bid (Please note that with the exception of a Sole Proprietor, the resolution to sign the bid passed by members, Board of Directors or partners, trustees and co-operatives must be furnished.)			
Schedule 10 – Company Details. To be completed by bidding entity. In case of JV/Consortium complete separately for each Entity.			
Schedule 11 – Certificate of compliance with tender document. To be completed by the Bidding Entity.			
Schedule 12 – Price Schedule			

1.4.3 Step 3: Evaluation Criteria for functionality:

The bid will also be evaluated on functionality; a bidder who scores less than 60% will be eliminated.

NOTE: In order to ensure meaningful evaluation, bidders must submit detailed information in substantiation of the evaluation criteria mentioned.

FUNCTIONALITY FOR SECURITY SERVICES:

Functionality	Max. Points		
CRITERION	(50)		
1.1 Business Site	(10)	Basic Points Allocation	Means of Verification
1.1.1 Proof of ownership/lease of property	10	10 Points = Head Office located and operating within ETHEKWINI LOCAL Municipality	1. Original / certified copy of Title Deed of the company or Director, OR 2. A Utility Bill in the name of the company or Director not older than 60 days , OR 3. Original or certified copy of a valid lease agreement duly signed by lessee and lessor.
1.2. Company Experience	(30)		
1.2.1 Company's experience in providing similar services	30	30 Points = 60 months successfully completed project(s) 15 Points = 36 months successfully completed project(s) 5 Points = 12 months successfully completed project	1. Completion of Annexure "A", and 2. Official Order Form OR Letter of Appointment, plus 3. Confirmation/Reference Letter for previous Contracts. The reference letter must state the duration of contract, the value and the performance of the Service Provider throughout the duration of the contract
1.3 Financial Report	(10)		
1.3.1 Bank Credit Rating	10	10 points = A – C Rating 5 points = At least D Rating (fair trade risk for the amount of enquiry) 2.5 points = Letter from Bank indicating satisfactory and no "dishonour" rating	original Letter from the Bank with original bank stamp, dated and signed off by relevant authorised banker/official

NOTE: The bidder who score less than 60% (30 points out of 50) for functionality will be eliminated.

1.4.4. Step 4: Application of the 80/20 preference points system on a sliding scale.

1.4.4.1. 80 points will be allocated for price and 20 points will be allocated for B-BBEE status level contributor. Bidders who are B-BBEE non-compliant contributor will be allocated "0" points.

4. ANNEXURE D: PRICING SCHEDULE

- NB: 1. ONLY VAT REGISTERED SUPPLIERS TO CHARGE 15% VAT ON THE SUB TOTAL
2. VAT REGISTRATION NUMBER:

CATEGORY/DESCRIPTION	GRADE	SEX	PERIOD	TIMES	MONTHLY COST PER GUARD	NO. OF GUARDS	YEAR 1 TOTAL	YEAR 2 TOTAL	YEAR 3 TOTAL	TOTAL THREE (3) YRS
1. MONTHLY SALARY: Cost of Labour in respect of Wages (per month) only	C	M	7 DAYS A WEEK 24 HOURS A DAY, INCLUDING PUBLIC HOLIDAYS	06H00 TO 18H00 (DAY SHIFT ONLY)		1 (M) DAY SHIFT 1 (F) DAY SHIFT				
2. APPLICABLE ALLOWANCES _ in line with PSIRA Guidelines (attach PSIRA returns/supporting documents) e.g. Sick Pay, Leave, Study Leave, Family responsibility, night shift allowance etc.						2				
3. UIF _ 1% of remuneration						2				
4. COID /Workman's Compensation Act _ 4,28% of remuneration						2				
5. SETS OF UNIFORMS						2				
6. TRAINING _ in terms of Skills Development Levy 1% remuneration						2				
7. CLEANING ALLOWANCE _ per month as per PSIRA gazette notices @ R 30.00 p/m						2				
8. OTHER DIRECT EXPENSES _ specify breakdown of expenses to be incurred in schedule (e.g. equipment, machinery etc.)						2				
9. SHARE OF OVERHEADS (based on economies of scale, ideally @ 40% maximum of direct costs)						2				
Sub Total										
ADD (15% Vat)										
Total BID PRICE										

M – MALE
F – FEMALE
MON – MONDAY
FRI – FRIDAY
SUN – SUNDAY
P/HOLIDAY – PUBLIC HOLIDAY

ANNEXURE G: SCHEDULE 1- 11

1.) **Schedule 1:** – Valid Copy of Tax Compliance Status PIN/s for all entities of the Bid. In the case of a Joint Venture Agreement, each party to the JV must submit a tax compliance Status PIN separately.

2.) Schedule 2 – Copies, where applicable:

- Notice of Registered Office and Postal Address of Company (CM 22),
 - Contents of Register of Directors, Auditors and Officers (CM 29),
 - Articles of Association, Memorandum of Association (CM 2),
- Certificate to Commence Business (CM 46),
- Founding statement (CK 1),
- Trust Deed,
- Constitution,
- Joint Venture/Consortium Agreements.

03.) Schedule 3: – Bid entity profile indicating the holding company subsidiaries, percentage shareholding of subsidiaries, management participation, lead partners and equity ownership. Enclose certified identity documents, of all directors, members trustees, partners and owners in respect of the bid entity including joint venture entities

04.) Schedule 4: – References. A schedule reflecting the number of bids Secured by the bid entity and/ or their individual Directors, members, trustees and partners. Refer to attached Annexure A.

NB: Please attach Appointment Letter or Order and Completion Certificate for each relevant project listed below

Annexure A

References. List bids / contracts secured by the bidding entity and/ or their individual directors, members, trustees and partners

No	Name of Client	Site where services were rendered/ goods were delivered	Contract Value	Start Date	End Date	Nature of service or goods	Telephone No of Contact Person	Contact Person
1								
2								
3								
4								
5								
6								
7								

.....
Surname and initials of representative

.....
Date

.....
Signature

Official Company Stamp

05.) Schedule 5: – Authority to sign a bid (Please note that with the exception of a Sole Proprietor, the resolution to sign the bid passed by members, Board of Directors or partners, trustees and co-operatives must be furnished.)

- (i) 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, authorized the person who signs this bid to do so, as well as to sign any bid 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.
- (ii) In case of a close corporation submitted a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.
- (iii) 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.

06.) Schedule 6: – Proof of PSIRA Registration

07.) Schedule 07: – Company Details

To be completed by bidding entity. In case of JV or Consortium, complete separately for each entity

Name of Company: _____

Name of Director in charge and the contact numbers during the tender stage for Correspondence progress: _____

Year in which the company was established: _____

Company registration number: _____

Ownership (e.g. private, public, etc): _____

List names of principal shareholders: _____

VAT Registration Number: _____

PAYE Registration Number: _____

UIF number: _____

Income Tax Number: _____

Tax Clearance Certificate available (yes/no): _____

Telephone Numbers: _____

Fax Numbers: _____

E-mail Address: _____

Postal Address: _____ Physical Address: _____

.....
SURNAME AND INITIALS OF REPRESENTATIVE

.....
DATE

.....
SIGNATURE

BIDDER'S OFFICIAL STAMP

08.) Schedule 08: - Certificate of Compliance with Tender Documentation

It is certified that I/We _____

- 1) have read through and fully understood all the requirements of the Tender Documents and any other associated documents.
- 2) am/are willing to submit the Tender based on all the Conditions of Contract, as described, and shall comply with all the terms and conditions of this Contract, as well as provide all annexures and schedules stipulated.
- 3) have witnessed the demographics of the Province and studied requirements and acknowledged all restrictions, etc thereto.
- 4) acknowledge, understand and confirm full acceptance of the specification incorporated in this Tender document, and that failure to comply with the submission of a completed bid document as well as failure to submit all relevant Annexures and Schedules will result in the immediate disqualification of the bid submitted.

SIGNATURE : _____

DATE : _____

NAME IN BLOCK LETTERS : _____
(Duly authorized)

DESIGNATION : _____

WITNESS : _____

For and on behalf of
NAME OF FIRM : _____

ADDRESS : _____

: _____

: _____

.....
SURNAME AND INITIALS OF REPRESENTATIVE

.....
DATE

.....
SIGNATURE

Bidder's Official Stamp

9.) Schedule 9: – Submission of original or certified copy of B-BBEE status level verification certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor.

10.) Schedule 10: – Provident/Pension Fund. Submit proof of registration with Provident/Pension Fund

11.) Schedule 11: – Banking Details. Must be filled in. A letter from the Bank or an original bank stamp to be furnished