



**KWAZULU-NATAL PROVINCE**

**HUMAN SETTLEMENTS**  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF HUMAN SETTLEMENTS**

**REQUEST FOR PROPOSAL**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER 24 HOUR SECURITY GUARDING SERVICES FOR THE KZN DEPARTMENT OF HUMAN SETTLEMENTS AT 353-363 DR PIXLEY KASEME STREET, EAGLE BUILDING, DURBAN, FOR A PERIOD OF 12 MONTHS.**

**ZNB76/2021/22HSE**

**KWAZULU-NATAL BID FORMS**

## CHECKLIST

	SECTIONS COMPLETED	YES	NO
SECTION A	INVITATION TO BID Completed and signed		
SECTION B	TERMS AND CONDITIONS FOR BIDDING Please read and adhere to all instructions, submit valid Tax Clearance Certificate or a Tax Status Compliance PIN.		
SECTION C	SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS Please read and adhere to all instructions		
SECTION D	DECLARATION OF INTEREST Completed and signed. In additional to other areas, detailed info in question 3 must be provided		
SECTION E	PREFERENCE POINTS CLAIM FORM IN TERMS OF PREFERENCE PROCUREMENT REGULATIONS OF 2017 Note 80/20 preference points system is applied i.e. 80 points for price and 20 points for preference. Indicate BBEE status level of contribution as well as stipulate the points claimed. Valid Original or certified BBEE certificate must be attached. Read in detail and provide info as stipulated. % SUB-CONTRACTED. Complete, sign and 2 witnesses		
SECTION F	PRICING SCHEDULE Completed and signed		
SECTION G	REGISTRATION ON CENTRAL SUPPLIERS DATABASE (CSD) Service provider is registered with Central Suppliers Database in their NEW Suppliers Database ....database number provided. All service providers as well as all parties to JV, Trust, Consortium are registered with the above database and database number provided		
SECTION H	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE IS CORRECT AND UP TO DATE Confirmation completed and signed		
SECTION I	CERTIFICATE OF INDEPENDENT BID DETERMINATION Completed and signed		
SECTION J	AUTHORITY TO SIGN A BID Complete the relevant paragraph and provide the documents required e.g.:- <b>COMPANIES:</b> Attach an original or certified copy of resolution by board of directors, personally signed by the chairperson, authorizing the person who signs this bid to do so..... <b>PARTNERSHIP:</b> Attach Agreement signed by every partner with partner's details as stipulated in the document. Also, provide authorized signatory details. <b>CLOSE CORPORATION:</b> Certified copy of Founding Statement must be attached. Attach a resolution of members authorizing an official or member to sign document on behalf of the CC <b>CO-OPERATIVE:</b> A certified copy of the Constitution of the co-operative must be attached to the bid. Attach a resolution of members authorizing an official of member to sign document on behalf of the co-operative <b>JOINT VENTURE:</b> Attach a certified copy of JV Agreement. Attach a certified copy of resolution signed by duly authorized representative of the enterprise authorizing a representative to sign document on behalf of the JV <b>CONSORTIUM:</b> Attach a certified copy of Agreement. Attach a certified copy of resolution by duly authorized representative of the enterprises authorizing a representative to sign document on behalf of the Consortium		
SECTION K	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES Completed and signed		
SECTION L	CONDITION OF BID Completed and signed		
SECTION M	SPECIFICATIONS AND SCOPE OF WORK		
SECTION N	SPECIAL CONDITIONS OF CONTRACT Read carefully and adhere		
ANNEXURE B	GENERAL CONDITIONS OF CONTRACT Read carefully and adhere		
NOTE SECTION O: Attach comprehensive profile, which incorporates all aspects of the evaluation criteria. Specify your execution capacity and experience in detail. Provide traceable references. Proof of registration with professional bodies e.g. PSIRA (copy), Certificate of good standing from PSIRA, certificate of compliance UIF, Copy of valid letter of good standing for COIDA. Only original signatures are considered.			

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## SECTION A

SBD1

PART A  
INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	ZNB76/2021/22HSE	CLOSING DATE: 10/09/2021		CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER 24 HOUR SECURITY GUARDING SERVICES FOR THE KZN DEPARTMENT OF HUMAN SETTLEMENTS AT 353-363 DR PIXLEY KASEME STREET, EAGLE BUILDING, DURBAN, FOR A PERIOD OF 12 MONTHS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN BID BOX NUMBER 01 SITUATED IN THE FOYER, 12 <sup>TH</sup> FLOOR.					
DEPARTMENT OF HUMAN SETTLEMENTS, EAGLE BUILDING, 353 – 363 DR PIXLEY KASEME STREET, DURBAN, 4001.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS R. GAFOOR/ MS K MTHEMBU/ MR S BIYASE/MR SIZWE MKHIZE		CONTACT PERSON	MR E. NDABA	
TELEPHONE NUMBER	031 336 5142/5166/5241		TELEPHONE NUMBER	031 336 5102/083 564 5305	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	<a href="mailto:razia.gafoor@kzndhs.gov.za">razia.gafoor@kzndhs.gov.za</a> / <a href="mailto:khanyi.zondi@kzndhs.gov.za">khanyi.zondi@kzndhs.gov.za</a> / <a href="mailto:Siphesihle.biyase@kzndhs.gov.za">Siphesihle.biyase@kzndhs.gov.za</a> / <a href="mailto:Sizwe.Mkhize@kzndhs.gov.za">Sizwe.Mkhize@kzndhs.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Eugene.ndaba@kzndhs.gov.za">Eugene.ndaba@kzndhs.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

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 ]
---	--	--	---

**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.**

**SECTION B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
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 accurately completed. Bidders must ensure that all questions are answered. If questions are “not applicable”, bidders must ensure that “NA” is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Bidders will only be considered if the bid document is accurately completed and accompanied by all relevant certificates and other necessary and applicable information. Original signature must appear on all relevant Sections of the bid document. Failure to comply with same will invalidate your bid.**
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. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
7. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
8. **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. A compact disk (CD) containing only a scanned copy, in PDF format, of the bid shall be submitted together with the bid inside the sealed envelope. If this provision is not complied with, such bids may be rejected as being invalid.**
9. 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.
10. 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.
11. 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.

12. No bid submitted by telefax, telegraphic or other electronic means will be considered.
13. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
14. Any alteration made by the bidder must be initialed.
15. Use of correcting fluid is prohibited
16. Bids will be opened in public as soon as practicable after the closing time of bid.
17. Where practical, prices are made public at the time of opening bids.
18. 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.
19. Appointed service provider should have a control room or office within a 30km radius from site to be guarded for monitoring purposes. The control room will be inspected before the appointment of the service provider. Should the service provider not have a control room within a 3km radius.
19. The bid document can only be downloaded at no cost – [www.kzndhs.gov.za](http://www.kzndhs.gov.za).
20. No bid document will be issued by the Department.
21. **Briefing session will not be conducted, however bidders who have technical questions (emanating from the scope of works) may contact the end user on 031 336 5102 or [Eugene.ndaba@kzndhs.gov.za](mailto:Eugene.ndaba@kzndhs.gov.za). SCM related questions can be sent to Ms. K. Mthembu, Mr. S. Biyase and Mr. S. Mkhize on 031 336 5166/5165/5241 or [khanyi.zondi@kzndhs.gov.za](mailto:khanyi.zondi@kzndhs.gov.za)/[Siphesihle.biyase@kzndhs.gov.za](mailto:Siphesihle.biyase@kzndhs.gov.za) /[Sizwe.Mkhize@kzndhs.gov.za](mailto:Sizwe.Mkhize@kzndhs.gov.za)**
22. **This bid is limited to tenderers who will meet the following pre-qualification criteria (in terms of Preferential Procurement Regulations, 2017):**
  - (a) a bidder having a minimum B-BBEE status level 1 and must be an EME or QSE.

**Note: A bid that fails to meet any pre-qualifying criteria stipulated above will not be considered.**



## DECLARATION OF INTEREST

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

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

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

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

2.2 Identity Number: .....

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

2.4 Company Registration Number .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

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

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

- 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:

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

2.7.3 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**

2.7.4 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State 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

**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

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:

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

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 either of a bidder, 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:

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

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
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**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		
<b>OR</b>		
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

[TICK APPLICABLE BOX]

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

[TICK APPLICABLE BOX]

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

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.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

**SECTION F**

**SBD 3.2**

**PRICING SCHEDULE – NON-FIRM PRICES**

**NB: RATES MUST BE IN ACCORDANCE WITH PSIRA RATES**

NAME OF BIDDER .....	BID NUMBER: ZNB76/2021/22HSE
CLOSING TIME 11:00am	CLOSING DATE : 10/09/2021

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Appointment of a service provider to render 24-hour security services: **353-363 DR PIXLEY KASEME STREET, EAGLE BUILDING, DURBAN, FOR A PERIOD OF 12 MONTHS.**

ITEM	DESCRIPTION	QUANTITY	PRICE PER MONTH	PRICE OVER 12 MONTHS
1.	Monday to Sunday, including Public Holidays grade "B" armed day shift 06:00 to 18:00	1		
2.	Monday to Sunday, including Public Holidays grade "C" unarmed day shift 06:00 to 18:00	1		
3.	Monday to Friday, excluding public holidays grade "C" unarmed day shift 06:00 to 18:00	14		
4.	Monday to Sunday, including Public Holidays, grade "B" armed night shift 18:00 to 06:00	1		
5.	Monday to Sunday, including Public Holidays, grade "C" unarmed night shift 18:00 to 06:00	1		
6.	Shared overheads			
7.	Profit			
	<b>Sub Total</b>			
	<b>VAT (VAT vendor)</b>			
	<b>Grand Total</b>			

**GRAND TOTAL AMOUNT IN WORDS (INCLUSIVE OF VAT)**

.....

.....

.....

**NOTE: PRICES ARE NOT FIRM. WAGE INCREASE WILL BE CONSIDERED AS PER PSIRA's STATUTORY WAGE INCREASE.  
(THE ABOVE INCREASE IS ONLY RELATED TO REMUNERATION OF SECURITY GUARDS).**



- Required by **KZN DEPARTMENT OF HUMAN SETTLEMENTS**
- At: **353-363 DR PIXLEY KASEME STREET, EAGLE BUILDING, DURBAN, FOR A PERIOD OF 12 MONTHS.**
- Period required for the commencement of the project after acceptance of bid **TWO WEEK**
- Period required for delivery: **12 MONTHS**
- Rates quoted should be inclusive of all costs, including disbursements.

**SIGNATURE .....**

**DATE .....**

## SECTION G

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. 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](http://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.

**The same principles as set out in paragraph 3 above are applicable should the supplier fail to update its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

**SECTION H**

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE IS  
CORRECT AND UP TO DATE**

(To be completed by bidder)

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

....., WHO REPRESENTS (state name of  
bidder).....

AM AWARE OF THE CONTENTS OF THE KWAZULU-NATAL 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:** .....

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **ZNB76/2021/22HSE** in response to the invitation for the bid made by: **KZN DEPARTMENT OF HUMAN SETTLEMENTS** do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

**SECTION J  
AUTHORITY TO SIGN A BID**

**A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on.....20.....,  
Mr/Mrs..... (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

.....

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

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

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

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

2 .....

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

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

.....

.....  
**SIGNATURE**

.....  
**DATE**

**C. PARTNERSHIP**

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

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

We, the undersigned partners in the business trading as.....

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

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

**D. CLOSE CORPORATION**

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

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

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

on behalf of (Name of Close Corporation) .....

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

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

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

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

2 .....

**E. CO-OPERATIVE**

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

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

Mr/Ms....., whose signature appears below,

has been authorised to sign all documents in connection with this bid on behalf of (Name of

Co-operative).....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

.....

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

**DATE:** .....

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

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

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

**2** .....



**F. JOINT VENTURE**

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

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

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

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

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

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

(Name of Joint Venture) .....

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

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

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

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

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

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

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

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

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

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

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

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

**G. CONSORTIUM**

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

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

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

Mr/Mrs .....

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

(Name of Consortium).....

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

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

SECTION K

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

(To be completed by Bidder.)

- 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><b>(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 restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the national treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) 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	<p>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)?</p> <p><b>The register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	<p>If so, furnish particulars:.....</p> <p>.....</p> <p>.....</p>		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	<p>If so, furnish particulars:.....</p> <p>.....</p> <p>.....</p>		
4.4	<p>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?</p>	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**

**SECTION L  
CONDITIONS OF BID**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
  
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of The bid;
  - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am Fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill 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 fulfillment 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 fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment 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 judgment which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

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

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

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

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

**AT** .....

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

.....  
**NAME IN BLOCK LETTERS  
 (BIDDER'S NAME)**

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

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

**POSTAL ADDRESS** .....

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

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

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

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

## SECTION M

### DESCRIPTION OF SERVICES REQUIRED, SPECIFICATION AND SCOPE OF WORK

**BIDDERS TO COMPLY STRICTLY WITH ALL FACETS OF THE SPECIFICATION, METHODOLOGY AND ADDITIONAL INFORMATION TO INDICATE OR EMPHASIZE CAPACITY TO UNDERTAKE THE REQUIRED SERVICE MUST BE FURNISHED.**

The Department of Human Settlements would like to enter into a contract with a reputable and experienced security company with a requisite capacity to render security services at 353-363 DR PIXLEY KASEME STREET, EAGLE BUILDING, DURBAN, for a period of 12 months.

NO.	SITE WHERE SERVICE WILL BE PROVIDED	BID NUMBER
01	353-363 DR PIXLEY KASEME STREET, EAGLE BUILDING, DURBAN, FOR A PERIOD OF 12 MONTHS	ZNB76/2021/22HSE

The summarised requirements and task analysis of the functions to be fulfilled by the appointed company is appended hereunder:-

#### 1. PERIMETER/BUILDING PATROL

The building must be patrolled by both shift members during shift change.

##### 1. INTERNAL PATROL OF BUILDING

Security guards must devise a roster in respect of conducting patrols throughout the building at 30 minutes' intervals to ensure that visitors / members of the public are not loitering within the building.

All patrols and security official conducting them must be recorded in the relevant occurrence book and must be made available to Departmental representatives on request.

#### 2. ACCESS AND EXIT CONTROL ON THE ENTRANCE TO THE DEPARTMENT BUILDING AND PARKING AREA

The entrances to the building must be monitored at all times to ensure access to the building by department employees and members of the public is safe.

- I. Security personnel must ensure that all entrances are equipped with sanitizers for the sensitization of all employees and visitors incoming and exiting the building.
- II. Security personnel must ensure that all incoming employees and visitors are screened using a thermoscanner and sign the screening register.
- III. Service provider must ensure that all security personnel are equipped with protective equipment e.g. latex gloves and mask at all times whilst they are on duty.
- IV. Security personnel must conduct office hourly inspections to ensure whether staff comply with the COVID -19 control measures.
- V. Visitors and employees may only be allowed on the premises after completion and signing of the **Covid-19 questionnaire, access register, screened, sanitised** and state the **reason** for the entry.
- VI. The security guard must verified/ confirmed with the official that there is a visitor on the relevant extension number than thereafter the visitor must be escorted to the official being visited.
- VII. Security personnel must que marshal the (1.5m) social distancing as on entrances as per the demarcations.
- VIII. Security personnel must ensure that person who shows symptoms of COVID-19 are retained at security and referred to EAP and EAP will advised security of the outcome.
- IX. Security personnel must be provided with sufficient training to assist them in identifying risks of the disease.
- X. Security personnel must ensure that visitors adhere to departmental plan to curb the spread of the virus.



- XI. Employees entering the building after hours (17:00 but before 06:30) the following day during the working week, weekends and public holidays) must sign in the relevant register and undergo the screening process.
- XII. Department officials entering or leaving the building may be randomly searched on the instruction of management.
- XIII. No hawkers must be allowed into the building.

### **3. PARKING FACILITY:**

Security personnel must ensure that Department vehicles exiting the parking facility are authorized, with the authorization form which the Department shall make known to the service provider. A copy of a valid trip authority form must be recorded in the relevant register.

- I. The parking area and the building as a whole must be continuously patrolled.
- II. Department vehicles must be checked to determine if spare wheel, jack, triangle and spanner are available. If not, this must be recorded in the relevant register.
- III. Upon entry and exit to the parking area, the security guard should read the mileage on the vehicle and record it in the relevant register. The security guard must also inform the driver that the boot of the vehicle needs to be searched and should ask for their consent.
- IV. If the driver does not consent to the boot being searched by the guard alone, the driver must accompany the guard for the duration of the search.
- V. If the driver refuses for the boot to be searched, they will not be permitted to enter or exit the premises.
- VI. The list of department vehicles on site (parking area) should be listed in the handing over of security guards on both shifts.
- VII. All deficiencies must be recorded in relevant registers and also reported to Security Services.

### **5. SAFE CUSTODY OF DEPARTMENTAL ASSETS**

The appointed service provider shall ensure that Departmental assets on the premises are safeguarded and that any movement of assets from the premises and onto the premises are authorized by the Departmental representative or his / her delegate on approved documentation/ permit.

### **6. FIREARMS / WEAPONS**

Security personnel are to ensure that no person enters the building in possession of a firearm or any dangerous weapon.

The Department will not accept any liability in the event of firearms being lost / mislaid which are in the custody of the security personnel.

Security guards are not allowed to bring or use private firearms on site to perform their duties.

### **7. SECURITY EQUIPMENT/ REGISTERS**

The service provider must ensure that the security personnel are competent to utilize the security equipment that is installed on premises.

The service provider is to furnish the following equipment:

- I. Base radio x 1
- II. Handheld radio x 15
- III. Handheld scanner x 5
- IV. Baton sticks x 15
- V. Handcuffs x 16
- VI. Pepper spray x 16
- VII. Pen x 4
- VIII. Torches x 16
- IX. Security Guard Patrol Stick System x 7 meg touch points
- X. Site standing orders (done with consulting the end-user)
- XI. Cell phone with R59 airtime at all times

The service provider to furnish the following registers:

- I. Occurrence Book
- II. Pocket books

- III. Afterhours register (one for officials and another for contractors)
- IV. Laptop register
- V. Vehicle register
- VI. Access control register
- VII. Any other register upon request

## 8. FIRE DETECTION, REACTION TO ALARMS AND OTHER EMERGENCIES

The service provider must ensure that security personnel are aware of the emergency service and essential telephone numbers.

The service provider must have a 24 hour control room within a 30 km radius of the site to be guarded (the existence thereof must be confirmed before appointment)

In the event of any unrest, the entrances to the building must immediately be secured and backup summoned from the company (inspector and/ or operations manager to stand-down at **NO** additional cost to the department).

The Security Services Section must be informed of the unrest, local SAPS must also be contacted immediately and a written report must be forwarded to the Section.

## 9. CLOSURE OF BUILDING AND ENTRY AFTER HOURS

The building is to be secured and locked at 17:00 and re-opened at 06:00. Security guards must ensure that main doors throughout the building are locked.

Staff/contractors entering the building after hours (17:00 to 06:30) during the working week, public holidays and weekends) must enter their names and reasons for entry in the appropriate register which must be supplied by the service provider.

Staff utilising Department vehicles must be allowed access to the parking area after hours to park state vehicles.

Security guards to ensure if all doors and windows are locked/ closed and that all lights have been switched off.

Doors and windows that are left unlocked or not closed must be locked or closed and be noted in the occurrence book.

## 10. SCOPE OF WORK

### 10.1

PERIOD	DESCRIPTION	GRADE	QUANTITY
Monday to Sunday, including Public Holidays 06:00 to 18:00	Security Guards	B	1 (Armed)
Monday to Sunday, including Public Holidays, 06:00 to 18:00	Security Guards	C	1 (Unarmed)
Monday to Friday, excluding Public Holidays 06:00 to 18:00	Security Guards	C	14 (Unarmed)
Monday to Sunday, including Public Holidays 18:00 to 06:00	Security Guards	B	1 (Armed)
Monday to Sunday, including Public Holidays 18:00 to 06:00	Security Guards	C	1 (Unarmed)

**NB:** Should the Department close for any emergency or lockdown, then the deployment will be the weekend establishment. Therefore, an invoice of that month will be adjusted accordingly to the deployment.

Furthermore, should the department relocate to new premises, that does not require the above scope of work than the security guards requirements may be reduced or service may be terminated.

### 10.2. SECURITY GUARDS

10.2.1. Security guards must be in the minimum grade "B"/ "C".

10.2.2. All security guards must have the necessary PSIRA accreditation.

10.2.3. Security Guards must at least be able to communicate, read and write in English and IsiZulu language.

10.2.4. Security Guards must not be younger than 18 years of age.

10.2.5. All security guards on site must be screened by the Department. Copies of identity documents, PSIRA certificates and fingerprints on SAP 91(a) form must be forwarded to

- Security Service Section.
- 10.2.6. The removal of screened security guards must be communicated with Security Service Section and the identity document(s), PSIRA certificate(s) and fingerprints on SAP 91(a) form of the new security guards replacing the previous guards must be forwarded.
- 10.3** The following general requirements apply:
- 10.3.1. Security guards must be physically healthy and medically fit for the execution of their duties.
- 10.3.2. An **offsite supervisor/ inspector** with security accreditation must visit the site **once per shift**. If site visits are not conducted according to the specification, penalties will be imposed accordingly.
- 10.3.3. A **neat and clearly** identifiable uniform of the company, which will include matching raincoats and overcoats.
- 10.3.4. A clear identification **company card** with the member's photo, company number and identity number as well as the **PSIRA card** are to be worn conspicuously on his/her person at all times. In the absence of a PSIRA card, a certified copy of a PSIRA certificate will suffice.
- 10.3.5. Service aids to be worn on the person at all times during guard duty.
- 10.3.6. Service provider is to submit a written incident report (on a company letter head) within 24 hours of an incident to the Security Services Section.
- 10.3.7. Service provider is to submit monthly and incident reports (on a company letter head) to the end-user Security Services Section.
- 10.3.8. Appointed service provider should not deploy **foreign nationals** at DOHS offices unless if such immigrant has been a resident in the RSA for ten consecutive years of which at least five years preceding the clearance were spent as a South African citizen. He/she must provide sufficient proof that any former citizenship has been relinquished.

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

- 11.1 If at any time the service is not rendered in accordance with the conditions of contract or the specification (for example number of guards is insufficient) the Department reserves the right to adjust payment pro-rata or in the case of unsatisfactory performance by the service provider to withhold payment for a specific period.

## **12. TERMINATION OF SERVICE**

- 12.1 The stipulations of the General Conditions of Contract as contained in this bid apply in particular to cases of any failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.
- 12.2 The contract will be terminated immediately should the contractor no longer qualify and/or comply in terms of the Private Security Industry Regulation Act 56 of 2001.
- 12.3 The contract will be terminated with immediate effect should the service provider at the discretion of the end-user or security management, fails to honour the contract.
- 12.4 Appointed service provider to adhere to the following legislations:
- Private Security Industry Regulatory Authority Act 56 of 2001
  - Basic Conditions of Employment Act 75 of 1997
  - Skills Development Act 97 of 1998
  - Constitution of the Republic of South Africa, 1996 (Act 106 of 1996)
- 12.5 Failure to adhere to abovementioned legislation could result in the termination of contract.

## **13. INVOICES**

- 13.1. Only posted or hand-delivered invoices will be accepted for payment authorisation.
- 13.2. Emailed or faxed invoices will not be processed.
- 13.3. Invoices will not be processed in the absence of a signed Service Level Agreement.
- 13.4. Invoices must be original, have description, company stamp and banking details must appear on the front of an invoice for payment to be processed.
- 13.5. Invoice must be submitted with monthly or incident report written on a company letterhead. No invoice will be processed in the absence of monthly or incident reports.
- 13.6. The Service Provider must accept that the final invoice shall be processed after an inspection has been conducted by both Parties and all registers have been submitted and accepted by the Department

13.7. The Department reserves the right to withhold the final payment should the inspection or registers are not conducted or submitted timeously.

**14. CONTROL REGISTERS / OCCURRENCE BOOKS**

All registers as well as occurrence books maintained in terms of the contract must be made available to the Department together with the last invoice of the contract. If all registers are not made available to the Department along with the last invoice of the contract, payment will not be processed and can lead to penalties being imposed.

**TECHNICAL ENQUIRIES: MR EUGENE NDABA**  
**CONTACT NUMBER : 031 336 5102**

## SECTION O

### SPECIAL CONDITIONS OF CONTRACT

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER 24 HOUR SECURITY GUARDING SERVICES FOR THE KZN DEPARTMENT OF HUMAN SETTLEMENTS AT 353-363 DR PIXLEY KASEME STREET, EAGLE BUILDING, DURBAN, FOR A PERIOD OF 12 MONTHS.**

#### CONDITIONS OF BID

##### 1. INTRODUCTION

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

- 1.1 KwaZulu-Natal Supply Chain Management Policy Framework
- 1.2 Section 217 of the Constitution
- 1.3 The PFMA and its Regulations in general
- 1.4 The Preferential Procurement Policy Framework Act
- 1.5 The Preferential Procurement Regulations, 2017
- 1.6 Treasury SCM Instruction notes and guidelines
- 1.7 The General Conditions of Contract

##### 2. REQUIRED COMPULSORY INFORMATION

- 2.1 The bidder shall ensure that all the required information is furnished; viz:-
  - 2.1.1 Invitation to Bid SBD1 (**SECTION A**)
  - 2.1.2 Terms and Conditions for Bidding (**SECTION B**)
  - 2.1.3 Declaration of Interest SBD4 (**SECTION D**)
  - 2.1.4 Preference Points Claim Form in terms of Preference Procurement Regulations of 2017 SBD6.1 (**SECTION E**)
  - 2.1.5 Pricing Page-Non-Firm Pricing SBD3.2 (**SECTION F**)
  - 2.1.6 Registration on Central Suppliers Database (**SECTION G**)
  - 2.1.7 Declaration that information on Central Suppliers Database is correct and up to date (**SECTION H**)
  - 2.1.8 Certificate of Independent Bid Determination SBD 9 (**SECTION I**)
  - 2.1.9 Authority to sign a bid (**SECTION J**)
  - 2.1.10 Declaration of bidders past Supply Chain Management practices SBD 8 (**SECTION K**)
  - 2.1.11 Conditions of bid (**SECTION L**)
  - 2.1.12 Special Condition of Contract (**SECTION M**)
  - 2.1.13 Certified copy of proof of company registration with PSIRA.
  - 2.1.14 Certified copy of valid letter of good standing from PSIRA (not older than 3 months- successful bidder will be required to provide updated letter during the course of contract).
  - 2.1.15 Certified copy of valid letter of good standing from Department of Labour – UIF.
  - 2.1.16 Certified copy of valid letter of Good Standing for Compensation of Occupational Injuries and Diseases.
  - 2.1.17 Certified copies of company fire – arm licenses (registered under the company)
  - 2.1.18 Certified ID copies of directors
  - 2.1.19 The successful service provider must provide address of company's control room for site inspection within a 30km radius from site or provide an undertaking that guarantees office accommodation within two weeks from appointment.
  - 2.1.20 For the purpose of this contract, Company's Supervisors and Security

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

- 2.1.21 Certified copy of proof of security official(s) registration with a learning institution/establishment (if security officials have registered to study or currently studying)
- 2.1.22 Company to be insured against public liability (minimum of R 1 million).

## 2.2 DECLARATION OF BIDDER OF GOOD STANDING REGARDING TAX

- 2.2.1 A valid Tax Clearance Certificate or a Tax Status Compliance PIN may be submitted with the bid before the closing date and time of the bid.
- 2.2.2 Each party to a Joint Venture/Consortium submitting a bid may submit an original and valid Tax Clearance Certificate or a Tax Status Compliance PIN with the bid before the closing date and time of the bid, at the bidder's discretion.

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

## SCOPE OF BID

- 3.1 This bid is limited to tenderers who will meet the following pre-qualification criteria (in terms of Preferential Procurement Regulations, 2017):
  - a) a bidder having a minimum B-BBEE status level 1 and must be an EME or QSE.
- 3.2 This bid is invited by the KwaZulu-Natal Department of Human Settlements and is open to all potential service providers who have the execution capacity and wish to participate in this bid, which entails the appointment of a service provider to render Security Services: 353-363 DR PIXLEY KASEME STREET, EAGLE BUILDING, DURBAN, FOR A PERIOD OF 12 MONTHS.
- 3.3 All suppliers submitting their bids must be registered with the Central Suppliers Database. Non-registration of a bidder at time of closing of the bid will render the bid invalid.
- 3.4 Each party to a Joint Venture/Consortium submitting a bid must be registered on the Central Suppliers Database. Non-registration of any party to such a Joint Venture/Consortium on closing of the bid will render the bid invalid.
- 3.5 Joint Venture agreement should detail percentage to the project and must be signed by both parties.
- 3.6 A consolidated Joint Venture B-BBEE certificate must be submitted together with the bid document.
- 3.7 A nominated bank account for Joint Venture must be opened.
- 3.8 Each party to a Joint venture must complete SBD 4 (declaration of interest)
- 3.9 Each party to a Joint venture must complete SBD 8 (Declaration of bidders past SCM practices)
- 3.10 The Department reserves the right in accepting and awarding of the bid. The Department is not obliged to accept the lowest or any bid.
- 3.11 The service must be executed by the successful bidder to whom the bid is awarded.

- 3.12 Original or certified copy of BBBEE rating certificate issued by the authorized verification agency/ Original affidavit must be attached and delivered with the bid to ensure consideration thereof.
- 3.13 All costs must be indicated. No hidden costs will be considered.
- 3.14 The Department reserves the right to award the bid in totality or to contract multiple service providers to procure the required service.
- 3.15 Service providers to ensure full compliance with all aspects of the specifications.
- 3.16 Provide proof of fire-arm competency certificate.
- 3.17 It is the service provider's responsibility to ensure that the personnel are paid according to PSIRA rates. Proof must be provided to the Department on a monthly basis.
- 3.18 All prices reflected should be inclusive of VAT at the applicable rate (if applicable).
- 3.19 Registration with the appropriate bodies or authorities to provide the requested service is the responsibility of the service provider.
- 3.20 Bidding service provider and its employees will be subjected to security screening by State Security Agency before being deployed at DOHS.
- 3.21 Awarded bidder to provide a guarding patrol monitoring stick system.
- 3.22 **Briefing session will not be conducted, however bidders who have technical questions (emanating from the scope of works) may contact the end user on 031 336 5102 or [Eugene.ndaba@kzndhs.gov.za](mailto:Eugene.ndaba@kzndhs.gov.za).**
- 3.23 Bid document must be downloaded at no cost at [www.etenders.gov.za/www.kzndhs.gov.za](http://www.etenders.gov.za/www.kzndhs.gov.za).
- 3.24 The closing date for receipt of bid is **10/09/2021 at 11h00**. The bids should be submitted in a sealed envelope marked "Bid – ZNB76/2021/22HSE", a compact disk (CD) containing only a scanned copy, in PDF format, of the bid shall be submitted together with the bid inside the sealed envelope. The bid box marked **Box No. 01** is located at the foyer area of the **Department of Human Settlements, 12<sup>th</sup> floor, 353-363 Dr. Pixley Ka-Seme Street**
- 3.25 The Department of Human Settlements does not bind itself to accepting the lowest, or any bid, either wholly or in part.

#### **4. CONTRACT PERIOD**

- 4.1 The contract period shall remain in force for a period of 12 months from the date of signing of SLA.
- 4.2 The KwaZulu-Natal Department of Human Settlements reserves the right to terminate the contract with any service provider should the service provider fail to fulfill his/her contractual obligations in terms of this contract.
- 4.3 The KwaZulu-Natal Department of Human Settlements reserves the right to procure this service outside of the contract in cases where the supplier is unable to provide the said service due to circumstances beyond it or the Departments control.
- 4.4 **THE DEPARTMENT RESERVES THE RIGHT TO TERMINATE THE CONTRACT SHOULD THE SERVICE PROVIDER NO LONGER QUALIFY IN TERMS OF PRIVATE SECURITY INDUSTRY REGULATION ACT 56 OF 2001 SUBJECT TO PROVIDING THE SERVICE PROVIDER TIMEOUS NOTIFICATION OF 30 DAYS.**

## **5. VALIDITY PERIOD**

- 5.1 Bids must be valid for a period of 120 days from the closing date of the bid.
- 5.2 When it is necessary to request bidders to extend the validity period of their bid as a result of exceptional circumstances, the period of the extended validity will be determined and advised to bidders within the initial or any extended validity period.

## **6. UNSATISFACTORY PERFORMANCE**

- 6.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions
- 6.2 If the contractor does not perform satisfactorily, the Department will institute the relevant measures for cancellation of the contract.
- 6.3 The Department reserves the right to terminate the contract when the bidder has failed to meet the required standards

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

- 7.1 If a bidder should be awarded a contract on the basis of wrong information which he/she supplied regarding the preference which he/she claimed, and it is shown later that the information is incorrect, in addition to any legal impact which it may have, the Department will:-
  - 7.1.1 Cancel the contract and recover any loss, which the Department may have suffered as a result of having to make less favorable arrangements.
  - 7.1.2 Recover any costs or damages which the Department may have suffered as a result of the inclusion in the contract.

## **8. APPEALS PROCEDURES**

- 8.1 Appeals must be lodged in terms of the appeals procedure applicable in terms of Practice Note No. 7 of 2006.
- 7.2 Appeals are to be directed to: The Secretariat, Bid Appeals Tribunal, Private Bag X9082, Pietermaritzburg, 3200, Tel no: 033-897 4462, Fax no: 033- 342 4238.

## **9. TAX CLEARANCE CERTIFICATE**

- 9.1 A valid Tax Clearance Certificate or a Tax Status Compliance PIN may be submitted with the bid before the closing date and time of the bid.
- 9.2 Each party to a Joint Venture/Consortium submitting a bid may submit an original and valid Tax Clearance Certificate or a Tax Status Compliance PIN with the bid before the closing date and time of the bid, at the bidder's discretion.

## **10. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 10.1 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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
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

## 11. COMPLETENESS OF THE BID

- 11.1 Bidders will only be considered if the bid document is correctly completed in all respects and accompanied by all relevant certificates and other necessary and applicable information.

## 12. EVALUATION CRITERIA

**THE BID WILL BE EVALUATED IN TWO STAGES AS FOLLOWS:**

### 12.1 STAGE 1 – ELIGIBILITY CRITERIA

**IN ADDITION TO ALL REQUIREMENTS A COMPREHENSIVE COMPANY PROFILE MUST BE ATTACHED DETAILING ALL INFORMATION REQUIRED AS PER STAGE 1 OF EVALUATION CRITERIA, FOR THE PROGRESSION TO STAGE 2, SERVICE PROVIDERS MUST SCORE A MINIMUM OF 60% OF TOTAL POINTS AND PROFILE MUST HAVE TRACEABLE REFERENCES WITH A PROVEN TRACK RECORD. DOCUMENTARY PROOF OF COMPLETED CONTRACTS MUST BE ATTACHED**

<b>Key aspect of Eligibility</b>	<b>BASIS FOR POINT ALLOCATION</b>	<b>Score</b>	<b>Max Points</b>
<b>Detailed Company Profile</b>	Provide company structure indicating management as well as the summary of their responsibilities, to include the following key personnel: <ul style="list-style-type: none"> <li>• Security Manager=4 points</li> <li>• Site Manager=2 points</li> <li>• Supervisor= 2 points</li> <li>• Security guards with their grades, including control room operator=2 points</li> </ul>	Good	<b>7-10</b>
	Company structure provided only shows 3-4 key personnel= 6 points	Fair	5-6
	Company structure provided shows 1-3 key personnel= 4 points Company structure does not have any key personnel=0 points	Poor	0-4

<b>Response Plan</b>	Provide a plan detailing what the company will do in the event of the following: <ul style="list-style-type: none"> <li>• Security breach=5 points</li> <li>• Labour unrest and picketing=4 points</li> <li>• Fire and bomb scare=4 points</li> <li>• The role of the control room during natural disaster=3 points</li> <li>• Threat and Risk Assessments by the service provider=5 points</li> <li>• Operational plan and security standing orders=4 points</li> </ul>	Good	<b>16-25</b>
	Response plan covers 4-6 areas listed above=15 points	Fair	11-15
	Response plan covers 2-3 areas listed above=10 points Response plan covers 0-1 areas listed above=0 points	Poor	0-10
<b>Security Services Experience</b>	<ul style="list-style-type: none"> <li>• Provide reference 5 references in a letterhead of the company where similar work has been undertaken in the last 5 years. (Letters must indicate brief description, value of the project, be signed and have contact details of the company.</li> </ul>	Good	<b>16-25</b>
	25 points for 5 reference letters		
	15 points for 3-4 reference letters.	Fair	11-15
	10 points for 1-2 reference letters 0 point for no reference letter	Poor	0-10
<b>Resources and Equipment</b>	<ul style="list-style-type: none"> <li>• Equipment available at the disposal of the service provider to effectively execute the contract, that include but not limited to the following:  <ul style="list-style-type: none"> <li>• Base radio x 2 = 2 points</li> <li>• Handheld radio x 9=2 points</li> <li>• Handheld scanner x 9=4 points</li> <li>• Baton sticks x 7= 4 points</li> <li>• Handcuffs x 9=3 points</li> <li>• Pepper spray x 7=2 points</li> <li>• Pen (Black &amp; Red) =2 points</li> <li>• Torches x 4=2 points</li> <li>• Two company cell phone each with R59 airtime at all times=4 points</li> </ul> </li> </ul>	Good	<b>16-25</b>
	Provided 5-8 equipment=15 points	Fair	11-15
	Provided 3-4 equipment=10 points Provided 0-2 equipment=0 points	Poor	0-10
<b>Financial Capacity</b>	<ul style="list-style-type: none"> <li>• Provide proof of financial capacity to satisfactorily execute the required service, such should include the following:  <ul style="list-style-type: none"> <li>• Bank rating of the company indicating specific category.</li> </ul> </li> </ul>	Good	<b>10-15</b>
	Category A=15 points		
	Category B=9 points	Fair	7-9
	Category C=6 points	Poor	0-6
<b>Total</b>			<b>100</b>

### **13.2 STAGE 2 – 80/20 PREFERENCE POINTS SYSTEM**

The 80/20 Preference Points System will be utilized. 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>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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



**7. Performance security**

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

**8. Inspections, tests and analyses**

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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



34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.