



BID No: KZNB01/2023/2024

ESTABLISHMENT OF A PANEL OF SECURITY SERVICE PROVIDERS TO PROVIDE SECURITY SERVICES FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT KWAZULU-NATAL FOR A PERIOD OF SIXTY (60) MONTHS.

CONTRACT PERIOD: FIVE (05) YEARS

CLOSING TIME & DATE:

STRICTLY AT 11:00 ON 12 OCTOBER 2023

NAME OF BIDDER:	
CSD REGISTRATION NUMBER:	
COMPANY PSIRA REGISTRATION NUMBER:	

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

PART A	INVITATION TO BID (SBD 1)	3
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	4
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	5
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	6
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	6
SECTION D	OFFICIAL BRIEFING SESSION FORM	7
SECTION E	BIDDERS DISCLOSURE (SBD 4)	8 - 9
SECTION F	GENERAL CONDITIONS OF CONTRACT	10-16
SECTION G	SPECIAL CONDITIONS OF CONTRACT	17-27
SECTION H	AUTHORITY TO SIGN THE BID	28-31
SECTION I	CONDITIONS OF BIDS	32-33
SECTION J	TERMS OF REFERENCE	34-47
SECTION K	EVALUATION CRITERIA	48-51

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	KZNB01/DSD/2023/24	CLOSING DATE:	12 OCTOBER 2023	CLOSING TIME:	11H00
DESCRIPTION	ESTABLISHMENT OF A PANEL OF SECURITY SERVICE PROVIDERS TO PROVIDE SECURITY SERVICES FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT KWAZULU-NATAL FOR A PERIOD OF SIXTY (60) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
KZN DEPARTMENT OF SOCIAL DEVELOPMENT					
208 Hoosen Haffeejee Street					
Pietermaritzburg					
3200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. E. S. S. Ndlovu		CONTACT PERSON	Mr. S. Sishi	
TELEPHONE NUMBER	033 – 897 9901		TELEPHONE NUMBER	033 348 5583	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	
E-MAIL ADDRESS	sphephelo.ndlovu@kzndsd.gov.za		E-MAIL ADDRESS	sifiso.sishi@kzndsd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
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)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

SECTION A
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.

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

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
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 have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C

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

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO
REPRESENTS (state name of bidder)CSD Registration
Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

BRIEFING SESSION/SITE INSPECTION CERTIFICATE

SECTION E

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA

SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION F

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.

- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance 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:

7.3.1 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

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

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION G

SPECIAL TERMS AND CONDITIONS OF CONTRACT

INTRODUCTION

- (a) Bidder/s must ensure that they are fully aware of all the Conditions contained in this bid document.
- (b) Only bidders that fully meet the specifications shall be considered.

1. ACCEPTANCE OF BID

- 1.1. The Department of Social Development Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 1.2. The financial standing of bidders and their ability to supply goods or render services may be examined before their bids are considered for acceptance.

2. AMENDMENT OF CONTRACT

Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Department of Social Development Bid Adjudication Committee approval.

3. CHANGE OF ADDRESS

Bidders must advise the Department of Social Development Central Supply Chain Management should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

4. COMPLIANCE WITH SPECIFICATION

- 4.1. Offers must comply strictly with the specification. Offers exceeding specification requirements are deemed to comply with the specification.

5. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

- 5.1. The bidder must furnish the following details of all current contracts with the department or any other private/public entities.
 - (i) Date of commencement of contract/s;
 - (ii) Expiry date/s;
 - (iii) Value per contract; and
 - (iv) Contract details. That is, with whom held, phone number and address/es of the companies.

6. EXECUTION PLAN

- 6.1. The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document. Alternatively, the bidder must submit a properly drafted project execution plan that the company will utilize to successfully execute the contract in terms of manpower, machinery, process, process control, infrastructure, etc.

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

- 6.2. The Department of Social Development reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Social Development or organization acting on its behalf.

- 14.1 All bid prices must be firm for the first year of the contract period. PSIRA inflation factor should be used to consider requests for price increases for year 2 and 3.
- 14.2 The Department of Social Development reserves the right to re-negotiate the price should there be a reduction of price in the market.

15. PRICE-ONLY OFFER

- 15.1. Where only 1 offer is received, the Department of Social Development has to determine whether the price is fair and reasonable.

Proof of reasonableness will be determined in the following sequence:

- (i) comparison with prices, after discounts, to his/her other normal clients and the relative discount that the State enjoys;
- (ii) where this is not possible, profit before tax based on a full statement of relevant costs; and
- (ii) in all cases, comparison with previous bid prices where these are available.

16. CENTRAL SUPPLIERS DATABASE

- 16.1. A bidder submitting an offer must be registered on the Central Suppliers Database. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.
- 16.2. Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

17. SPECIAL CONDITIONS OF CONTRACT

The bid is issued in accordance with the provisions of the Public Financial Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract will prevail.

18. UNSATISFACTORY PERFORMANCE

- 18.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- (i) Before any action is taken, the department shall warn the Service Provider by registered/certified mail that action will be taken in accordance with the contract conditions unless the Service Provider complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Service Provider does not perform satisfactorily despite the warning the institution will:
 - (a) take action in terms of its delegated powers.
 - (b) make a recommendation to its Head Office, Central Supply Chain Management for cancellation of the contract concerned.
 - (iii) When correspondence is addressed to the Service Provider, reference will be made to the contract number/item number/s and an explanation of the complaint.

19. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

The validity (binding) period for the bid shall be 180 days from close of bid. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

20. VAT

- 20.1. Bid prices must be inclusive of VAT, if required to be registered for bid.
- 20.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
 - (b) the name and address of the recipient;
 - (c) an individual serialized number and the date upon which the tax invoice is issued;
 - (d) a description of the goods or services supplied;
 - (e) the quantity or volume of the goods or services supplied;
 - (f) either –
 - (i) the value of the supply, the amount of tax charged and the consideration for the supply; or
 - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- 20.3. Bidders who are VAT vendors must provide proof that they are VAT registered.

NOTE: The Department of Social Development reserves the right to verify the veracity of all information submitted.

21. DAMAGE

Any damage caused, whether willfully, accidentally or by negligence by the Service Provider or his/her staff to private or Department's property must be repaired or replaced at the Service Provider's expense. Any property found damaged by others which could implicate the Service Provider in any way must be reported to the Departmental management before any service commences.

22. STANDARDS

In terms of this contract, Service Providers and their employees utilized on the premises of the Department shall at all times during the term of this agreement be registered in terms of the Private Security Industry Regulation Act (Act 56 of 2001) and comply with the Private Security Industry Regulations, 2002, which came into operation on 14 February 2002.

Certified copies of the relevant certificates shall be forwarded to the Department before commencement of the agreement.

23 LAWS TO APPLY

- 23.1 The contract shall in all respects be construed in accordance with the Laws of the Republic of South Africa and any differences that may arise between the client and the Service Provider in regard to the contract shall be settled through Arbitration Processes or the Courts of the Republic of South Africa.
- 23.2 The Service Provider shall comply, but not limited to, with the following relevant legislation:
- 23.2.1 The Private Security Industry Regulation Act (Act no 56 of 2001).
 - 23.2.2 The Private Security Industry Regulations, 2002, dated 14 February 2002.
 - 23.2.3 The Appeal Regulations, 2002, promulgated on 14 February 2002.
 - 23.2.4 Provisions from the Security Officers Act 92 of 1987 concerning funding and improper conduct.
 - 23.2.5 The Compensation for Occupational injuries and diseases Act (Act no 103 of 1993).
 - 23.2.6 All provincial ordinances and Local Authority by-laws and all relevant regulations promulgated there under having an effect on the business of the security personnel provided in terms of this contract.

- 23.2.7 The Occupational Health and Safety Act (Act no 85 of 1993). The Service Provider will carry out his obligations, including the appointment of officials, in accordance with the requirements of this Act.
- 23.2.8 The Criminal Procedures Act (Act no 51 of on 1977)
- 23.2.9 The Firearms Control Act (Act no 60 of 2000).
- 23.2.10 Control and Access to Public Premises and Vehicles Act, 1985 (Act no 53 of 1985)
- 23.2.11 Firearms Control Act 60 of 2000.
- 23.2.12 National Key Points Act (Act no 102 of 1980).
- 23.2.13 Should any of the above be amended or replaced, the amendment or replacement should be adhered to.

24 CODE OF CONDUCT

- 24.1 Code of Conduct for Security Service Providers of 2003 (Prescribed under the Private Security Industry Regulation Act, 2001; Code of Conduct) is applicable.
- 24.2 The Department may delegate to any deputy or other person , any of his powers or functions in terms of this agreement and on receiving notice in writing of such delegation the Service Provider shall recognize and obey the delegated person to whom any such powers or functions have been delegated as if he/she were the Department.
- 24.3 The Service Provider shall exercise adequate supervision over the service at each premise, or shall be represented by a representative having full power and authority on behalf of the Contract Manager. Such representative shall be competent and responsible, and shall have adequate experience in carrying out work of a similar nature to the security service provided in terms of this agreement and shall exercise personal supervision.
- 24.4 The Service Provider shall at all times be responsible and liable for the acts and omissions of his employees providing services to the Department in terms of this agreement while they are acting within the course and scope of their duties and employment even when not on the premises of the Department.

25. CONFIDENTIALITY

- 25.1 The Service Provider must ensure that the Department's interests are served at all times during the contract period. Recommendations must be based on impartial observations, responsible opinions and pertinent facts. Any information gained by the Service Provider during the course of the contract must be kept in strict confidence and may not be used without the written permission of the Department.
- 25.2 Training shall be provided to the Service Provider's personnel by Service Provider before the commencement date to ensure that the personnel will immediately be qualified to perform their services to the level of professional efficiency required by the Department.

26. DISCIPLINARY MEASURES

- 26.1 A breach of discipline or any negligence of duty on the part of a member of the security personnel provided by the security Service Provider in terms of this agreement shall be dealt with immediately by the Service Provider's management.
- 26.2 The Service Provider shall notify the Department, in writing, of any such breach, failure or negligence that takes place by any personnel of the Service Provider.
- 26.3 The Service Provider shall notify the Department in writing of the outcome of any such disciplinary proceedings.
- 26.4 Should the Service Provider decide not to take disciplinary steps against a member of his personnel, the reason therefore shall forthwith be conveyed in writing to the Department.
- 26.5 In the event of the Department not being satisfied by the performance of any member of the Service Provider's personnel in terms of this agreement the Department shall notify the Service Provider in writing thereof. The Service Provider shall forthwith remove the abovementioned personnel from any duties related to this contract and replace such officer with a suitably trained

security officer.

- 26.6 The personnel of the Service Provider who are replaced at the Departments request shall thereafter not be used at any other site of the Department without the prior written consent of the employer.
- 26.7 Security personnel must be in full uniform with identification and in possession of serviceable equipment when posted for duty.
- 26.8 The Service Provider shall at his/her cost procure, acquire, install, and maintain in good and safe working order all Equipment and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against the Department.
- 26.9 The Service Provider must draw up and properly and consistently enforce a disciplinary code in respect of all security officers in its employ and undertakes to, on or before the signing of the Service Level Agreement and provide the Department with certified copies of its current grievance and disciplinary procedures.
- 26.10 The disciplinary code contemplated above must contain rules which adequately reflect the relevant values and principles as well as any further rules that are reasonably necessary to ensure disciplined, honest, safe, reasonable, professional and competent conduct by security officers in the circumstances in which they are employed and made available by the Service Provider for the rendering of security services.

27. INTIMIDATION

- 27.1 It is the intention of both parties that the personnel provided in terms hereof shall not fail to carry out their duties as a result of any form of intimidation. Should the Service Provider suspect intimidation of personnel, he/she shall take prompt action in conjunction with the Department and the South African Police Service to remedy the situation.
- 27.2 Such action shall result in an immediate investigation instituted against the personnel involved.
- 27.3 The Service Provider shall forthwith notify the Department, in writing, of any form of intimidation which their personnel may be subjected to.

28. INSTRUCTIONS TO THE SERVICE PROVIDER

All verbal requests by the Department to the Service Provider shall be confirmed in writing by the Service Provider within 24 hours.

29 REPORTING OF INCIDENTS AND REPORTS

- 29.1 All incidents or accidents on the premises or to the property of the Department shall forthwith be immediately reported to Departmental Management.
- 29.2 A detailed written report of all such incidents shall be presented to the Department within twelve (12) hours after the occurrence of the said incident or accident.
- 29.3 Salient details of all incidents occurring on the Department's premises shall be recorded in the occurrence book immediately and the Department must be informed. The pages of the occurrence book shall be numbered consecutively by the Service Provider and no person shall remove any pages for any reason whatsoever.

30. TWO-WAY RADIOS

- 30.1 Hand-held two-way radios provided by the Service Provider shall have an adequate range to ensure good communications between any two points within a patrolled area of responsibility on the premises of the Department on which security services are provided.
- 30.2 The Service Provider shall provide the Department before the commencement date of the service with a diagram indicating the local communication network and call signs to be used by the Service Provider during the term of this agreement. Any changes in these networks or call-signs shall forthwith be brought to the attention of the Department in writing.
- 30.3 The hand-held two-way radios shall at all times be in working condition.

30.4 The Service Provider shall at his own cost supply a base radio, which shall enable direct communication between the Department's personnel and the Service Provider's personnel.

30.5 Proper radio procedures and protocol shall be used.

30.6 Service provider to provide and install Patrol Management System (PMS)

30.7 Panic button must be linked to service provider's control room

31. OCCURRENCE BOOKS

31.1 The Service Provider shall provide an Occurrence Book in accordance to minimum industry standards

32. ACCESS CONTROL

32.1 The Service Provider shall at all times comply with the provisions of the Control and Access to Public Premises and Vehicles Act, 1985 (Act no 53 of 1985).

32.2 The search of a female under these clauses shall only be carried out by a female security personnel member and should at all times be done in a courteous and dignified manner.

33. CESSION OR DELEGATION

33.1 Neither party shall not cede or delegate any of its right or obligation under this Agreement.

33.2 The Service Provider shall not be allowed to proceed with any of the following matters before the prior written consent of the Department:

33.2.1 any transfer of any amount of shares of the Service Provider;

33.2.2 Any change in the composition of the Service Provider;

33.2.3 Any change in the ownership of the company of the Service Provider; or

33.2.3 Any material change in the constitution, memorandum, articles of association, or similar document providing for the establishment or incorporation of the business or company of the Service Provider.

34. CANCELLATION

Any party to this Agreement may cancel this Agreement by giving notice in writing to the other Party not less than 14 (fourteen) days prior to the intended date of cancellation of the Agreement. (Copy from SLA)

35. REMUNERATION AND ALLOWANCES

35.1 The Service Provider shall acquaint himself with any relevant wage regulating measure or statutory enactment which may be in force or which may be contemplated, affecting conditions of employment during the term of the agreement.

35.2 The Service Provider must provide audited proof that remuneration paid to each of their employees was adjusted by at least the amount by which the statutory wage applicable to each individual employee was increased.

35.3 The Service Provider shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses pension fund contributions, benevolent fund contributions, medical fund contributions and insurance premiums.

35.4 Service Providers are required to comply with promulgated monthly salary.

35.5 Salaries payable by the Service Provider to his personnel shall at no stage be less than those prescribed by the current applicable wage determination in the security industry.

- 35.6 The Service Provider shall be responsible for the payment of all applicable taxes, charges, duties or fees assessed or levied by any recognized authority in respect of the security personnel provided or as a result of the security personnel being provided by the Service Provider in terms of this agreement and shall, on request furnish sufficient documentary proof to the client that these payments have in fact been made.
- 36. BREACH**
- 37.1 In the event of the Service Provider committing a breach of a provision of this agreement and failing to remedy such breach within 24 hours, the Department shall be entitled to immediately cancel the relevant portion of the agreement, or to cancel the whole agreement by notice in writing to the Service Provider.
- 37.2 If the Service Provider and/or any member of his personnel contravenes or fails to comply with, any part of the conditions of this agreement, which includes the sub clauses hereunder or any other part thereof, it shall be deemed to be a breach of contract.
- a) To report for duty at the time and place as agreed upon from time to by the parties (remedial).
 - b) To continue with his/her duties until the time agreed upon.
 - c) To comply with the regulations, rules, operating methods and procedures of the Department.
 - d) Report on duty.
 - e) To wear on duty in terms of this agreement, unless the client should decide otherwise the standard uniform clothing including footwear, in a reasonable state of cleanliness and repair.
 - f) To have available when reporting for duty equipment in good working order.
 - g) To work shifts or overtime as from time to time agreed to by the parties.
 - h) To carry out instructions issued by the Department in pursuance of the regulations, rules, operating methods and procedures.
 - i) To report for duty in a sober and alert manner, without being under the influence of alcohol or drugs, or to remain in such sober and alert condition while on duty.
 - j) To timeously report incidents or to submit reports as provided for in this agreement.
 - k) To timeously complete pocket and/or occurrence books.
 - l) To have a valid firearm license/permit available when reporting for duty, if applicable.
- 37.3 Any of the above shall be immediately reported to the Department by telephone, and as soon as practically possible by facsimile or email and the Service Provider shall take remedial action without delay to the satisfaction of the Department. If any one or more of the failures referred to above are of such a frequency that the security service provided to the employer in terms of this agreement is adversely affected, it shall be dealt with by the Department.
- 37.4 Should the Service Provider act in conflict with or fail to comply with any statutory provisions, regulations, by-laws, rules or program contemplated in Clause 3.10, which have a bearing on the service provided in terms of this agreement, such action or failure shall be deemed as an immediate breach of agreement.
- 37.5 Notwithstanding anything contained to the contrary in this agreement, should the Service Provider commit any act of insolvency, assign, surrender or attempt to assign or surrender his estate or allow any default judgment against it to remain unsatisfied for seven (7) days or if the said judgment is not rescinded within fourteen (14) days of the date of the default judgment, or be liquidated or placed under judicial management or be wound up, whether provisionally or finally or make any material incorrect or untrue statement of representation in connection with any information furnished by it in respect of this agreement or the remainder of the bid document then upon the occurrence of any one (1) or more of the aforesaid events, the Department may without prejudice to any other rights he may have, elect to immediately terminate this agreement by written notice to the Service Provider.

38. LIABILITY

- 38.1. The Service Provider shall at all times be liable for the acts and omissions of its employees providing security services to the Departments in terms of this Agreement and acting within the course and scope of their duties and employment.
- 38.2. The Departments shall not be responsible for any loss of or damage to any vehicles, equipment or other material used by the Service Provider in respect of the security services provided in terms of this Agreement and used on the premises caused by the Departments or any of its employees acting within the course and scope of their duties and employment.
- 38.3. The Service Provider hereby indemnifies and holds the Departments harmless against –
- 38.3.1 any damage to the Department's property, whether movable or immovable;
 - 38.3.2 loss of property belonging to the Department;
 - 38.3.3 liability in respect of any damage to property, whether movable or immovable, belonging to third parties and on the premises of the Departments; and
 - 38.3.4 Liability in respect of death of, unlawful arrest, injury, illness or disease to any person connected to the rendering of the security services.
- 38.4. The Departments shall not be responsible for any loss of or damage to any vehicle, equipment, or material used in the rendering of security services, loss or damage the proximate cause of which is the negligence of the Service Provider or its employees.
- 38.5. Should a third party institute a claim relating to the security services rendered by the Service Provider in terms of this Agreement against the Departments or any of its employees acting within the course and scope of their duties and employment, the Service Provider shall indemnify the Departments and any of its employees against such a claim and shall hold them harmless against any such claim.
- 38.6. The Departments requires the Service Provider to have a Liability Insurance Policy for R 10 000 000-00 (Ten Million Rand) and above. It is compulsory for the Service Provider to have this policy as a guarantee for any liability or claim that may arise as a result of rendering the security services.
- 38.7. The Service Provider will not be allowed to render any security service to the Departments without such a policy. Failure to provide such a policy will result in the Agreement being terminated.
- 38.8. The Service Provider shall furnish the Department with a copy of the policy cover and a letter from the relevant Insurance Company providing such cover and certifying that the policy is effective.
- 38.9. The policy should be existent before the commencement of this Agreement between the parties and should be for the duration of the Agreement.
- 38.10. The service provider shall –
- 38.10.1 Ensure that the monthly policy premiums are duly paid;
 - 38.10.2 Submit of proof of such payment to the Coordinating Department; and
 - 38.10.3 Ensure that the policy remains valid for the duration of the agreement and does not lapse.
- 38.11. The Service Provider remains vicariously liable for all the actions and omissions of its employees acting within the course and scope of their duties and employment, even when on the premises of the Service Provider as employer.

39. GENERAL

- 39.1. The Service Provider shall allow his personnel to attend and, if necessary, to testify in, court proceedings, as well as in disciplinary and arbitration proceedings should the Department deem it necessary, provided the Department has notified the Service Provider within a reasonable time before the start of the proceedings that the presence of the Service Provider's personnel is required by the Department.
- 39.2. Personnel provided by the Service Provider in terms of this agreement shall be in a trained, physically fit and mentally sound condition to perform their duties.
- 39.3. The Service Provider undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as it is practically possible before the commencement of this agreement.

- 39.4 No security personnel provided by the Service Provider shall, comment to the press or any other public communications media upon the business of the Department.
- 39.5 The Service Provider shall notify the Department in writing of any change of address within five (5) days thereof.
- 39.6 The Service Provider shall provide the Department with daily posting sheets immediately when required by the Department.
- 39.7 The personnel provided in terms of this agreement shall report for duty at those points indicated by the Department. These points of reporting may vary from time to time according to the operational requirements of the Department.
- 39.8 The Service Provider shall be responsible for all costs incurred in the transport, deployment and posting of such personnel.
- 39.9 Training, vetting, criminal checks, issuing of uniform and equipment, issuing of Service Provider's ID cards, standing operating procedures, must be completed ten (10) working days before commencement of the contract.

40. **OTHER**

The Department reserves the right to subject the Service Provider or any of its guards to any investigation without the consent of the Service Provider.

41. **COVID-19 ACCESS CONTROL PROCEDURES**

The Department of social Development has a legal obligation in accordance with Internal security policy and Section 8, of the occupational health and safety Act (OHSA), 1993 as amended to where reasonable practicable, provide and maintain a safe, healthy work environment that is without risk to employees due to the recent outbreak of the Coronavirus also known as COVID-19 has spread to many countries across all continents affecting an increasing number of people. As new infections grow at a record level the World Health Organization has declared it a pandemic. In response the South African government, through President Cyril Ramaphosa, has declared a National Disaster in line with the provisions of the Disaster Management Act, 2002.

The department has decided to develop the Covi-19 security protocols that will assist to minimise contact and spread of infectious virus in the working premises.

42. **COVID-19 REGULATIONS ACCESS CONTROL PROTOCOLS**

Taking into considering that security officers are not always able to observe social distance due to their nature of their duties, it is recommended that they must comply with the following Covid-19 measures to prevent the spread of virus:

- 42.1 Use of hand sanitizers after dealing with each member of the public.
- 42.2 Practice regular hand washing with soap and water for at least 20 seconds.
- 42.3 Use of cloth face masks at all times.
- 42.4 Use of a face shield at all times (where a glass partition is not in place).
- 42.5 Use of disinfectant wipes to disinfect equipment and surface e.g. temperature reading

43. **APPLICATION OF COVID-19 REGULATIONS ACCESS CONTROL PROTOCOLS.**

- 43.1 The following security protocols shall be followed at all points of entry and exit of the premises:
- 43.1.1 Security Officers must be placed at all entrance and exit points, and appropriately dressed their PPE including uniform.
- 43.1.2 Security Officer must ensure that every person who require access to the premises is wearing a mandatory cloth face mask.
- 43.1.3 Security Officers will conduct temperature screening to everyone before authorized to gain access to the premises.
- 43.1.4 Security Officers must ensure that everyone/person entering and exiting the premises sanitize their hands.
- 43.1.5 Security Officers should open and close doors for everyone to avoid the spread of the virus.
- 43.1.6 Security Officers are required to keep an accurate record of all access/exit control registers.

- 43.1.7 Only the security officer is permitted to complete access control registers to prevent the spread of the virus.
- 43.1.8 Office or cooperate managers must ensure that the board rooms or queue areas are clearly marked for security officers to enforce recommended social distance.
- 43.1.9 Everyone should immediately report non-compliance to COVID 19 directives to security officers.
- 43.1.10 No access will be allowed to non-compliance include, not wearing of cloth face mask, refusal to temperature screening, inciting others not to comply etc.
- 43.1.11 No children should be allowed within the Social Development department premises.
- 43.1.12 Everyone should wait to be assisted by security officers before allowed to enter.
- 43.1.13 The bio-metrics system which is used in some of the entrances should be disable to prevent cross infection.
- 43.1.14 Il visitors who come to visit employees on personal level should be attended outside of the premises.

43.2 N.B. The main function of the security officer is to conduct observation, controlling and directing the movement of people, and goods therefore if there is non-compliance, then the virus will spread within the Social development department premises.

43.3 In line with their daily monitoring tools, it is requested that all Districts and Service Office managers including facility mangers should put measures in place in order to monitor the implementation of these Covid-19 security protocols.

44 **SPECIFICATIONS**

44.1 Only offers that meet the specification and Special Terms and Conditions in all aspects as stipulated in the bid document shall be considered.

44.2 Offers better than specification are considered to be compliant with the specification.

45 **CORRECTNESS OF INFORMATION**

45.1 All information required in the bid document must be accurate and duly completed including all the appropriate signatures. This includes the completion of documentation where required and the submission of required/requested documentation e.g. Valid tax certificate, etc.

45.2 The Department of Social Development reserves the right to verify all information submitted.

45.3 Non-compliance with the above will result in elimination from further evaluation criteria.

46 **PLAN TO EXECUTE THE CONTRACT**

46.1 The bidder is required to submit proof that he/she has the required plan to execute the contract.

46.2 Commitment to training and capacitation of employees must be displayed.

47. **EQUAL BIDS**

47.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals.

47.2 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

48. **BID APPEAL TRIBUNAL**

PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

The Chairperson
 Bid Appeals Tribunal
 Private Bag X9082
 Pietermaritzburg
 3200
 FAX NO.: (033) 897 4501

SECTION H

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. 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 authorizing 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 authorized 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.....

B. 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.....

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

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

.....
SIGNATURE

.....
DATE

D. 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

.....
SIGNATURE

.....
SIGNATURE

.....
SIGNATURE

.....
DATE

.....
DATE

.....
DATE

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 on20.....,

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

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

(whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

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

DATE:

IN HIS/HER CAPACITY AS:

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

DATE:

IN HIS/HER CAPACITY AS:

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

DATE:

IN HIS/HER CAPACITY AS:

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

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

(whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE:

DATE:

SECTION I
CONDITIONS OF BID

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

NAME IN BLOCK LETTERS AUTHORISED REPRESENTATIVE

ON BEHALF OF (BIDDER'S NAME):

CAPACITY OF SIGNATORY:

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

POSTAL ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION J

TERMS OF REFERENCE/ SPECIFICATIONS

KZNB01/DSD/2023/24

ESTABLISHMENT OF A PANEL OF SECURITY SERVICE PROVIDERS TO PROVIDE SECURITYS SERVICES FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT KWAZULU-NATAL FOR A PERIOD OF SIXTY (60) MONTHS.

1. CONTRACT REQUIREMENTS

1.1. Scope

This is a fixed term contract for the establishment of the panel of suitably qualified and experienced service providers to render physical security services within the premises of KwaZulu-Natal Department of Social Development. The contract is valid for a period of five years (60 months).

1.2. Definitions

Unless inconsistent with or otherwise clearly indicated by the context, the following terms shall have the meanings assigned to hereunder, namely:-

“**Client**” refers to KZN Department of Social Development, “department” has a correspondence.

“**Industry**” refers to the private security industry;

“**Parties**” refers to the KZN Department of Social Development and the Service Provider;

“**Province**” means the KwaZulu-Natal Province as contemplated in the Constitution of the Republic of South Africa;

“**Security managers**” means the security manager from the KZN Department of Social Development who will be responsible for the monitoring and reporting to the Department on the services rendered by the Service Provider;

“**Security Officer**” means an employee of the Service Provider that is deployed at the sites to render security services;

“**site**” means the allocated Department of Social Development building that should be under the supervision of the security service provider in the Province;

“**the Act**” means the Private Security Industry Regulation Act, No. 56 of 2001.

“**the Service Provider**” means Security Service Providers contracted to KwaZulu-Natal Provincial Department of Social Development.

2. QUANTITIES

2.1. It is expected that the quantities as shown on the Schedule of Manpower and Rates will be required during the period of the contract. These quantities are given in good faith and without commitment from Department.

2.2. The Service Provider shall be bound to supply whatever quantities the Department may require during the period of the contract, irrespective of the extent to which the total quantities ordered may vary from those set out on the Schedule of Manpower and Rates.

3. GENERAL DUTIES

3.1. To perform access control duties and patrol the premises to prevent unauthorised persons from entering and removing equipment or material from the premises concerned. Security Officers are not allowed to enter buildings guarded, if locked, unless instructed to do so as part of their duties.

3.2. To guard and protect buildings, equipment and material against damage, theft and vandalism.

3.3. To protect staff, employees, visitors and customers by preventing or minimising risk of injury, including death.

3.4. To apprehend any suspicious person on the premises and to take action as mandated and required in terms of applicable legislation.

- 3.5. To report any suspicious action or unusual occurrence to the Departmental Risk Control Room.
- 3.6. Security Officers must be supervised on a daily basis and be equipped to perform their duties as agreed upon.
- 3.7. To report any incident to the Service Office Manager, Security Company supervisor and the South African Police Services. For serious incidents such as theft and break inn, provide a written report to the Department within 24 hours.
- 3.8. To patrol the area of responsibility in order to prevent criminal activities.
- 3.9. To prevent and remove persons from illegally dumping, erecting of structures on and occupying premises under the Department's control.
- 3.10. To monitor security threats and risks within the Department's area of responsibility, and provide early warning to facilitate proactive interventions.
- 3.11. Record Departmental equipment such as laptops, computers and camera's entering and leaving premises in assigned registers.
- 3.12. Record private equipment such as laptop, computers and cameras entering and leaving premises in assigned registers.
- 3.13. Reimburse the Department for losses incurred which were the result of direct or indirect negligent of the Security Officers that were on duty when the incident occurs.

4. SERVICE PROVIDER REQUIREMENTS AND SECURITY CLEARANCE

- 1.1 The Service Provider and its personnel must be registered with the Private Security Regulatory Authority (PSIRA); failure will invalidate your tender.
- 1.2 The Department reserves the right to subject the security service provider/ business/ director (s) to undergo security vetting (as determined by Section 2A of the National Intelligence Act) by the State Security Agency (SSA) to determine security competency.
- 1.3 All security service personnel appointed by service provider to render security services to the department may be subjected to undergo security screening by the State Security Agency (SSA)
- 1.4 All security personnel shall sign Declaration of Secrecy, and shall adhere to the Departmental Security Policy of 2015.
- 1.5 Shifts worked by the security personnel shall not be longer than 12 hours.
- 1.6 The security service provider or business and its director's partners, trustees, member of a close cooperation shall be registered with the Private Security Regulatory Authority.
- 1.7 All security service personnel supplied by the security service provider must be trained to the standards set by the Private Security Regulatory Authority (PSIRA) by a training centre accredited by PSIRA.
- 1.8 The security service provider must have a Supervisor immediately available on a 24 hour basis to react in the event of emergencies.
- 1.9 The security service provider must have rendered a similar service to other government institutions or similar environment. A list of references in this regard must be supplied.

5. BANKING DETAILS AND OTHER STATUTORY INFORMATION

- 5.1 Name, address, and telephone numbers of bank or other financial institution, which manages the bidder's finance and the name of a contact person at each financial institution.
- 5.2 Consent that the financial institutions may answer financial enquiries and supply statements on request.
- 5.3 The name, identity numbers and street addresses of all partners or closed corporations bidder.
- 5.4 Proof of training / experience and / or a condensed description of the training / experience at the bidder's command, must accompany the bid.
 - 5.4.1 Who, or with whose help, has the business plan been drawn up.
 - 5.4.2 Who, or with whose help, tender price was calculated. Whose advice is relied on?
 - 5.4.3 Who will render financial assistance?
 - 5.4.4 A list of references must accompany the tender and particulars of similar contracts successfully rendered or present contracts, with a clear indication of the cash value, must be furnished.
- 5.5 Bidders must provide satisfactory proof of registration as employer with the Workmen's Compensation Commissioner.
- 5.6 Bidders must undertake to provide certain and reasonable number of additional staff as requested for the rendering of service at the sites during crisis situations.
- 5.7 The price quoted for the service in terms of this contract must be a fixed price which will be held firm for the duration of the contract.

6. NORM/STANDARD

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

7. DUTIES AND FUNCTIONS OF THE SERVICE PROVIDER SHALL BE:

- 7.1 All possible steps shall be taken by the Service Provider to ensure that the execution of this agreement takes place. These steps include, inter alia, the following:
 - 7.1.1 The protection of the State Property at the intended site and the protection of the said property against theft and vandalism.
 - 7.1.2 The protection of State's officials against injuries, death or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act No. 51 of 1977).
- 7.2 The Service Provider must provide the security personnel required for the successful rendering of the services, as follows:

7.3. Guard and Position

7.3 It is the responsibility of the Service Provider to ensure that the security personnel in his service and especially those employed for the rendering of this service, meet the following requirements at all times:

7.3.1 Supervisors

- **Supervisors must have at least Standard Eight or Grade 10 level.**
- **Supervisors must have a good grounding in their post descriptions and duties.**
- **Supervisors must at all times be capable of leading/ controlling and supervising their subordinates.**
- **Supervisors must be able to communicate, read and write in English.**

7.3.2 Security guards

- **Security guards must have at least Standard Six or grade 8 Level.**
- **Security guards must be able to communicate, read and write in English & isiZulu. (Add)**
- **Security guards must not be younger than 18 years of age.**

7.4 The following general requirements apply:

7.4.1 Supervisors and security guards

- **Supervisors and security guards must have undergone and passed formal security training by an accredited training establishment. – Proof of training needs to be provided.**
- **At all times supervisors and security guards must present an acceptable image/ appearance which imply, inter alia, that they must not sit, lounge about, smoke, eat or drink while on duty. They may only eat and drink during designated tea/lunch breaks.**
- **Supervisors and security guards must at all times present a dedicated attitude / approach to security, which attitude / approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors / staff or discourteous behaviour towards them.**
- **Supervisors and security guards must be physically healthy and medically fit for the execution of their duties.**
- **Supervisors and security guards must be registered as security officers / guards, as required by PSIRA.**
- **Supervisors and security guards must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Department.**
- **Supervisors and security guards are prohibited from reading documents or records in offices or handling them.**
- **No information concerning Department's activities may be furnished to the public or news media by the Service Provider and his / her employees.**
- **The Department reserves the right to ascertain from the South African Police whether security personnel in his /her employ possess record clearance as well as to ascertain from the Council of Security Officers/ PSIRA whether the security personnel are registered with the Council of Security Officers/ PSIRA.**
- **Security personnel must possess record clearances issued by the South African Police.**

7.5 The service provider undertakes to ensure that each member of his security personnel will at all times when on duty be fully equipped with:

- **A neat and clearly identifiable uniform of the company, which uniform will include matching raincoats and overcoats.**
- **A clear identification card of the company which the member's photo, identification and file members on it, worn conspicuously on his /her person at all times.**
- **Alternatively: A clear identification card of the company with the member's identity and file numbers on it, accompanied by his official identity document, worn on his /her person at all times.**
- **All security personnel must be in a position to produce, on request, proof of registration with the Security Officers / PSIRA**
- **Service aids to be worn on the person at all times during guard duty, are:**
 - **Baton**
 - **Handcuffs**
 - **Whistle**
 - **Pocket Book**
 - **Pen**
 - **Torch- 4 cell capacity (at night)**
 - **Radio (communication available at all times)**
 - **Firearm (if needed)**
 - **And the first aid kit must be on site at all times**

7.6 At his / her headquarters the Service Provider must keep available for inspection by representatives of the State, proper staff files as well as all appropriate documents of all security personnel in his / her service who are employed for rendering the services to the State by the Service Provider and be available for inspection by the Administration's internal Control / Security Inspectorate. The appropriate documents shall include, inter alia, the following:

- **The Service Provider must ensure that the following security aids, if specified, are available at all times at each site where he/she renders a security service in terms of this contract.**

7.7 OCCURRENCE BOOK

7.7.1 **PURPOSE:** The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors and other occurrences at the site.

7.7.2 **COMPULSORY OCCURRENCE BOOK ENTRIES:** The security personnel on duty must make the following entries in the Occurrence Book:

- **All listed routine procedure such as patrols undertaken, handing-over of shifts, etc., mentioning the procedure followed, by whom and the time of commencement. These entries must be made clearly legible in black ink.**
- **All occurrences, however important, slight or unusual with reference to the correct time and relevant actions taken.**
- **All security personnel activities- especially deviations in respect of the duty list – including particulars of the personnel and relevant times.**
- **The issue and/ or receipt of keys, indicating the time and by whom they were received or to whom they were handed over / delivered.**
- **The unlocking or locking of doors and gates, indicating the time and by whom locked or unlocked.**
- **The handing- over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing-over must sign the entries.**

- Occurrence book read: After the taking-over of shifts, the first- level supervisor must make an entry declaring that he / she has read the occurrence book in order to acquaint himself / herself with events that occurred during the previous shift.
- All visits by supervisors and top management: These entries must be done in red ink.
- The issue / receipt of documentation, indicating the time by who delivered / to whom issued.
- NOTE: Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall be crossed out by a single line and initialled on the side.
- STORAGE OF OCCURRENCE BOOK: The Service Provider shall store the fully completed occurrence book for a period of twelve months before it can be destroyed.

ADMISSION CONTROL REGISTERS OR FORMS

7.7.3 **PURPOSE:** The purpose of the admission control register of is to have information available at all times regarding persons and vehicles that enter or leave the premises outside of normal working hours, in case occurrences should take place which might lead to a judicial enquiry.

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

- Date
- Admission and exit times of the person or vehicle
- Surname and initials of the person or details of vehicle and driver
- Home or work address
- Identity / passport number / Persal Number
- Name of person to be visited
- Purpose of visit
- Brand, calibre and number of firearm in visitor's possession (if any)
- Signature of visitor

7.8 Vehicle registration/vehicle forms

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

- Date of visit
- Admission and exit time of visitor to and from the site
- Surname and initials of driver
- Number of passengers
- Registration numbers of the vehicle
- Brand, calibre and number of firearms in the vehicle (if any)
- Signature of driver
- Departing of vehicles to be searched

7.8.2 STORAGE OF PEDESTRIAN AND VEHICLE REGISTERS

The Service Provider must store the fully entered pedestrian and vehicle registers and forms for a period of twelve months.

7.9 NOTEBOOK

7.9.1 **PURPOSE:** The purpose of the notebook is to note down all incidents occurring or observations made by a security guard/officer during a turn of duty, for later reference.

7.9.2 **REQUIREMENT:** During their turns of duty all security personnel must have a notebook on their persons.

7.9.3 The following information must be noted down in the notebooks:

- **All occurrences/events, however important, slight or unusual, referring to the following:**
 - **Reporting on and off duty;**
 - **Time of occurrence or event;**
 - **Extent of occurrence or event;**
 - **Relevant occurrence book serial number with due allowance**
 - **Follow-up actions taken in respect of occurrence or event.**

7.9.4 **COPYING INTO OCCURRENCE BOOK:** All relevant information noted down in notebook must immediately or directly after return from a patrol be copied into the occurrence book.

7.9.5 **STORAGE OF NOTEBOOKS:** The Service Provider must store the fully entered notebooks for a period of twelve months.

7.10 DUTY LIST

7.10.1 **PURPOSE:** The purpose of the duty list is to serve as proof, at all reasonable times that all personnel who should be on duty per shift, are indeed on duty.

7.10.2 **DRAWING UP A DUTY LIST:** Daily, weekly or monthly duty lists of all security guards on duty must be drawn up by the Service Provider and kept in the security control office of each site where such service is rendered.

7.10.3 **CHANGES TO THE DUTY LIST:** Any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book.

7.11 DUTY SHEET

7.11.1 **PURPOSE:** The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for this contract.

7.11.2 The Service Provider must have available at the site a fully expounded duty sheet per duty point.

7.12 TWO-WAY RADIOS

7.12.1 **PURPOSE:** The purpose of radio communication is the establishment of immediate communication between the difference duty points and control on the site as well as between controls at the Service Provider's headquarters.

7.12.2 **BASE RADIO:** See site specification for more particulars.

7.12.3 **HAND CARRIED RADIOS:** Serviceable hand carried radios must at all times be provided by the Service Provider, as stipulated in the site specifications.

7.13 PATROL DUTIES

7.13.1 Patrol the perimeter fence and premises twice (2) hourly during hours of darkness.

7.13.2 Check and report on the following aspects:

- **Conditions of perimeter fence.**
- **All external doors are locked after hours.**
- **External lights are illuminated during hours of darkness.**

- **Broken windows**
- **Gas storage areas secure.**
- **Official vehicles that are not locked.**
- **Any vehicles parked on the premises that appear to have been tampered with.**
- **Any incidents that are considered to be unusual.**

7.14 Each working day the first or second level supervisor must make contact with the departmental representative at the site in order to verify and handle mutual complaints, problems, bottlenecks and requests concerning the rendering of service. At least once a month formal discussions/meetings must be held by Service Provider and Service Office Manager and minutes of which must be kept by the departmental representative.

7.15 The Service Provider must ensure that a senior member of the security company is available to come to the site at all times, particularly in cases of emergency.

7.16 No security personnel are allowed to do continuous duty for longer than twelve hours.

7.17 CHECKING OF SERVICE

7.17.1 Checking of service at the site shall be done at least once each shift by supervisory staff at the site as well as by the Service Provider himself on at least a quarterly basis.

7.17.2 The State reserves the right to check the service rendered by the Service Provider at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification.

7.17.3 The State reserves the right to require from the Service Provider that any of his employees be replaced, in which case the employee(s) must leave the site forthwith. The State will not be held responsible for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses.

7.17.4 **NOTE:** The departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.

7.17.5 All personnel shortages must be noted down in the occurrence book.

7.18 The Service Provider will be held liable for any damage or loss suffered by the State, as a result of the Service Provider's own or his employees' negligence or intent which originated at the site.

7.19 The state is indemnified against any liability, compensation or legal expenses in respect of the following cases: The Service Provider will be notified in writing of the particulars of each claim he is liable for.

7.19.1 Loss of life or injuries which might be sustained by the security personnel during the execution of their duties.

7.19.2 Damage to or destruction of any equipment or property of the Service Provider during the execution of their duties.

7.19.3 Any claims and legal costs which might arise as a result of any act or omission or acts or acts committed by the security personnel interrelation to third persons, which acts include illicit/illegal arrests and other illicit/illegal wrongful acts.

7.20 The Service Provider must, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.

7.20.1 A copy of such insurance contract must be handed to the departmental representative on commencement of the service.

7.20.2 Evidence that such insurance premiums have indeed been paid, must be furnished annually.

7.21 The Service Provider may not, unless otherwise specified, make use of any of the State's equipment, aids and/or property, for purposes of compliance with the conditions, which equipment, aids and/or property include inter alia vehicles, stationery, firearms, rooms and furniture. The Service Provider will be responsible for the payment of telephone calls made by his personnel.

- 7.22 The water and electricity required for the rendering of the service, shall be provided free of charge by the State.
- 7.23 The Service Provider is responsible for the training of his personnel at the site in respect of the application of the guideline of the emergency plan applicable for the specific site.
- 7.24 All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions, will be provided.
- 7.25 The Service Provider's personnel must at all times refrain from littering and must at all times keep the grounds and building occupied by them clean, hygienic and neat.
- 7.26 Under no circumstances are security personnel allowed to carry on any trading.
- 7.27 The Service Provider shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or against State buildings or sites or any part thereof without written consent. The Service Provider shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable.
- 7.28 Any sign, printed matter, painting, name plate, advertisement, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The Service Provider will be held responsible for the costs of such removal.

8. PRO -RATA DECREASE OF PAYMENT

- 8.1 If at any time the service is not rendered in accordance with the conditions of contract or the specification (for example number of guards are incomplete), the right is reserved to adjust payment pro-rata.
- 8.2 No delay or failure of the Department of Social Development or its officials in exercising its rights in terms of either the conditions of contract, supply chain management regulations or conditions of tender shall be deemed to be a condemnation, waiver or ratification of any departure, breach or failure to comply with any of the set conditions or regulations unless such condemnation, waiver or non-fulfilment has been agreed to in writing by the Department.

9. ADMINISTRATIVE INFRASTRUCTURE

- 9.1 The Service Provider must demonstrate the capacity to have the administrative and management infrastructure to manage and control the contract prior to commencement and during the period of contract.
- 9.2 The Service Provider must give access to its premises by the Department at any time for inspection. These facilities must be acceptable for the running of a security business and be equipped with fully functioning equipment and manned by skilled staff. Failure to be present on site during the site visit will disqualify the bid.

10. EXTENT OF WORK

- 10.1 The Bidder shall take cognisance of the fact that this is a fixed term contract. Attendance of the site visit is compulsory and bidders will be presented with a detailed list of the Department's facilities to be secured. The schedule of manpower and rates should provide a broad guideline of the current requirements as determined by the Department.
- 10.2 Failure to attend the compulsory site visit will disqualify the bid.

11. PLACE OF SERVICE DELIVERY

- 11.1 The current requirement of fixed positions to be manned and to be offered will be presented at the compulsory site briefing. The bidder must be in a position to provide the service within the geographical borders of the Department's area of responsibility.

12. SCHEDULE OF RATES

- 12.1 The Service Provider will be required to complete the Schedule of Manpower and Rates in the bid document.
- 12.2 All rates must exclude Value Added Tax.
- 12.3 The schedule must reflect rates covering a period of three years, i.e year one, year two and year three in line with regulatory framework governing the Industry.
- 12.4 A breakdown of the manpower schedule must be provided.

13. REGISTERED OFFICE AND COMMUNICATION

- 13.1 The Service Provider must maintain a 24 hour daily manned office during the period of the contract so that messages and instructions etc. may be relayed through it to the field staff. The Service Provider must be in possession of a functional Radio Control Room, cellular phones and permanently registered telephone/s and fax line for effective communication of the parties.

14. MANAGEMENT AND SUPERVISION

- 14.1 The Service Provider must provide for a Contract Manager. Such representative shall be competent and responsible, and shall have adequate experience in carrying out work of a similar nature to the security service provided in terms of this agreement and shall exercise personal supervision on behalf of the Service Provider. The Department shall be notified in writing of such appointment, which will be subject to the Department's approval.

15. WORKING HOURS

As prescribed (See the attached Annexure A)

16. TRAINING OF SERVICE PROVIDER'S PERSONNEL

- 16.1 Before the effective date the Service Provider shall provide satisfactory proof of certification of guarding personnel, that will be used on this contract, as Grades A, B, C and D security officers as specified.
- 16.2 Personnel issued with firearms shall receive accredited training with such firearm at least once every six (6) months or in terms of Arms and Ammunition Act, Act No 7 of 1996. The results of such training shall be made available to the Department on request. Personnel shall be professionally and formally trained and be able to use and handle a firearm when required.
- 16.3 The Department shall conduct random competency tests/inspections of the Service Provider's personnel regarding the firearms with which they have been issued. Tests and inspections may include safety precautions, theoretical written tests, practical shooting capacity and the general conditions of the relevant firearms.
- 16.4 The Service Provider's personnel shall, after completion of their training, have the expertise to execute their functions properly, in particular regarding but not limited to the execution of their service, including the legal aspects thereof.
- 16.5 Drivers must be in possession of a valid driver's license and shall be trained and be able to drive a vehicle as specified and required by the Department. (This is applicable only in instances where a vehicle is required and supplied by the Service Provider).

17. COST OF TRAINING

17.1 The Service Provider shall be responsible for all costs incurred in the training of security personnel provided in terms of the contract.

18. EQUIPMENT

18.1 The Service Provider shall provide, but not limited to, all necessary equipment as follows:

18.1.1 Site

- a) Occurrence Book
- b) Pocket Book
- c) Fully operational two-way radio
- d) Fully operational torch
- e) First aid kit
- f) And cuffs

18.1.2 Personnel

- a) Pocket book
- b) ID card (PSIRA ID card)
- c) Pen
- d) Timepiece
- e) Baton Sticks

19. OWNERSHIP OF OCCURRENCE AND POCKET BOOKS

19.1 All original pages of the occurrence books and any other books shall from the moment they are being utilized become the property of the Department and shall be handed to the Department for safekeeping immediately after the books are complete.

19.2 The Service Provider will be given access to all these books on request and will be allowed to make photocopies thereof at his own cost.

20. UNIFORMS

20.1 The Service Provider shall provide his personnel with a standard company uniform consisting of at least the following attire:

20.1.1 In the case of a male officer:

- a) Belt
- b) Cap/beret
- c) Jacket
- d) Jersey
- e) Trousers (combat/step-out)
- f) Shirt
- g) Shoes/boots
- h) Socks
- i) Rain suite
- j) Tie

20.1.2 In the case of a female officer:

- a) Blouse/shirt
- b) Hat/cap/beret
- c) Jacket
- d) Jersey
- e) Shoes/boots
- f) Skirt/ Trousers
- g) Stockings
- h) Rain suit
- i) Tie/ Cravat

20.2 Insignia of the Service Provider shall be visibly displayed on uniforms at all times.

20.3 The Service Provider's personnel shall at all times be in possession of a Service Provider's ID card and a Private Security Industry Authority (PSIRA) ID card that should be displayed clearly whilst on duty.

20.4 When on duty the personnel provided by the Service Provider shall at all times (unless otherwise authorised by the Department) wear the uniform.

21. MEETINGS

21.1 Weekly Liaison

The Service Provider's Area Supervisor shall be required to attend regular weekly meetings with the Department to discuss the provision of these services. Meetings must be minuted.

21.2 Monthly Liaison

The Contract Manager shall also be required to attend a meeting on a monthly basis with the Department, to discuss matters pertaining to the execution of security services by the Service Provider and the administration of the agreement in general. Meetings must be minuted.

21.3 Quarterly Liaison

The Service Provider shall be required to attend a meeting on a quarterly basis with the Department, to discuss matters pertaining to the execution of security services by the Service Provider and the administration of the agreement in general. Meetings must be minuted.

22. PENALTIES

Any transgression as per the following but not limited to, will be as follows:

22.1 SITE EQUIPMENT

All equipment must be fully operational and present on site at all times. The following penalties will apply for non-compliance.

ITEM	PENALTY
Base radio	R500,00 per shift, per site
Hand held Radio	R500,00 per shift, per person
Firearm/shotgun	R1000,00 per shift,
Flashlight/ spotlight (24 hrs)	R500,00 per shift,
Standard Operating Procedure not on site	R100,00 per shift

22.2 PERSONAL EQUIPMENT

Part of standard company equipment

ITEM	PENALTY
Uniform	R250,00 per item per person per shift
Raincoat	R250,00 per person per shift
PSIRA Identity card	R250,00 per person per shift
Occurrence Book	R500,00 per person per shift
Pocket book	R250,00 per person per shift
Wall clock (working)	R250,00 per site
Pen (working)	R250,00 per person per shift
Non – Engraved Occurrence Book	R250,00 per shift

22.3 VEHICLES – INSPECTION OF VEHICLE ON ENTRANCE & EXIT OF SITE

ITEM	PENALTY
Patrol Vehicles	R 2000,00 per vehicle

22.4 CONDUCT

ITEM	PENALTY
Sleeping on duty	R1000,00 per person per shift
Under the influence alcohol and drugs	R1000,00 and immediate removal
Late posting	R1000,00 per post per hour
Short posting	R2000,00 per person per shift
Post deserted	R2000,00 per person per shift
Under posting	R2000,00 per person per shift

22.5 GENERAL PENALTIES WILL APPLY IN THE FOLLOWING CASES:

NATURE OF INCIDENT	PENALTY
Management/supervisory site visit	R500,00 per site per shift
Falsification of entries into the occurrence book.	R2000, 00 per page on which any number of faults founded.
Failure to report incident	R1000,00
Monthly report not received within five days	R2000,00 per company report

SECTION EVALUATION CRITERIA

The evaluation system will only take effect if all the mandatory requirements are achieved and the bidders score 70% and above on functionality. Bidders that do not meet all the mandatory requirements and score less than 70% will be disqualified for any further evaluation of their bid.

Bids will be evaluated and adjudicated as follows:

Phase 1: Minimum Mandatory Requirements for Administrative Compliance

The Bid Evaluation Committee will assess compliance with the Minimum Mandatory Requirements for Administrative Compliance as outlined below.

The bidder shall ensure that the bid document is fully completed and signed. Bidders who do not comply with the minimum Mandatory Requirements for Administrative Compliance will be disqualified and will not proceed to Phase 2 in the bid evaluation process.

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

- 1) Briefing session (Section D)
- 2) Bidders disclosure (Section G)
- 3) Authority to sign a bid (Section N)
- 4) Conditions of bid (Section O)

NB: Compulsory Documents to accompany the Bid Document.

- a) Resolution letter – authority to sign a bid document (where applicable)
- b) Copies of Company Registration Documents
- c) Certified Copies of the ID Document for company directors
- d) Certified copies of valid Registration Certificate issued by PSIRA. (for the Company and the Owner (s))
- e) Certified copy of a valid Letter of good standing with PSIRA
- f) Proof of two way radios programed to service provider's frequency (i.e. with ICASA)
- g) Valid letter of good standing with the Workmen's Compensation Commissioner (COIDA) from Department of Labour

NOTE: FAILURE TO SUBMIT THE REQUIRED INFORMATION WILL INVALIDATE THE ENTIRE PROPOSAL

N.B. The successful bidder will be required to submit the documents listed below prior to signing a Service Level Agreement (SLA)

- a) Liability Insurance Policy R10 000 000 (Ten Million Rands)

Phase 2: Evaluation of Functionality

The evaluation of the bids must be conducted in the following manner:

1.1 The KZN Department of Social Development will evaluate the bids on the basis of functionality as set out below.

1.1.1 The percentage scored for functionality may be calculated as follows:

- (a) The value awarded for each criterion should be multiplied by the weight for the relevant criterion to obtain the

score for the various criteria;

- (b) The scores for each criterion should be added to obtain the total score.
- (c) The following formula should be used to convert the total score for functionality:

$$Ps = \frac{So}{Ms} \times 100$$

Where:

- Ps = percentage scored for functionality by bid under consideration
- So = total score of bid under consideration
- Ms = Maximum possible score

1.1.2 The percentage of each panel member should be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

- 1.2 Minimum scoring: A service provider who fails to score a minimum of **70 points** on functionality will be disqualified at this stage and will not proceed to phase 4 of the evaluation process which is the price and preference point allocation stage.
- 1.3 ONLY those bids that obtain a minimum score for functionality i.e. **70 out of 100 points (70%)** will be considered for the phase 3 of evaluation.

1.4 PHASE 2 - EVALUATION CRITERIA FOR FUNCTIONALITY

CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
1.ORGANOGRAM & RESOURCE DISTRIBUTION (20)			
1.1 Organogram	05	(a) Company director -1 point (b) Operations/Project Manager- 1 point (c) Security supervisors (i.e. shift, site etc.) – 1 point (d) Human Resource -1point (e) Finance etc. – 1 point	(a) Organogram
1.2 Distribution plan in respect of key resources	15	(a) Fleet management = 5 points (b) Human resource allocation inclusive of local empowerment and or employment = 5 points (c) Skills and development training = 5 points	(a) Provide a maximum of 5 copies of logbooks registered under company/director's. (1 point per logbook to a maximum of 5) (b) Human resource plan (c) Skills and development plan
2. RISK MANAGEMENT PLAN (20)			
2.1 RISK MANAGEMENT PLAN	20	(a) Contingency plan = 5 points (b) Strike Management plan = 5 points (c) Fire and Bomb threat plan= 5 points (d) Theft Plan = 5 points	(a) Detailed plans
3. VERIFIABLE PROOF OF LOCALITY (15)			
Letter from the Ward Councillor OR Municipality Utility Bill OR valid lease agreement together with Lessors' Municipality Utility Bill	15	(a) <i>Within KZN Province = 15 points</i> (b) <i>Outside KZN Province = 0 points</i>	(a) Letter from the Ward Councillor OR (b) Municipality Utility Bill OR (c) Valid lease agreement together with Lessors' Municipality Utility Bill
4. COMPANY EXPERIENCE RENDERING SECURITY SERVICES			
4.1 COMPANY EXPERIENCE RENDERING SECURITY SERVICES	15	(a) <i>Between 11 years and above = 15 points</i> (b) <i>Between 06 - 10 years = 10 points</i> (c) <i>Minimum 03 - 05 years = 05 points</i>	(a) Copies of appointment letters OR , (b) purchase orders OR (c) signed contracts from previous verifiable clients for security services. <i>The letters/testimonials must indicate workmanship, contract period, contract amount (Minimum uninterrupted experience of 1 year and above)</i>
5. COMPETENCY AND EXPERTISE OF KEY EMPLOYEE'S ON SITE:			

CRITERION	MAXIMUM TO BE AWARDED	SCORING	MEANS OF VERIFICATION
5.1 COMPETENCY AND EXPERTISE OF KEY EMPLOYEE'S ON SITE:	30	Detailed CVs with experience as an Operations/ Project Manager in the security sector as well as valid PSIRA certificate = 15 points <i>Between 11 years and above = 15 points</i> <i>Between 06 - 10 years = 10 points</i> <i>Minimum 03 - 05 years = 05 points</i>	CV's and Valid PSIRA Certificates
		Detailed CVs with experience as a Site Supervisor in the security sector as well as valid PSIRA certificate = 15 points <i>Between 11 years and above = 15 points</i> <i>Between 06 - 10 years = 10 points</i> <i>Minimum 03 - 05 years = 05 points</i>	CV's and Valid PSIRA Certificates
TOTAL SCORE	100		
MINIMUM PASSING SCORE	70%		

A minimum of 70% must be attained to qualify for further evaluation. A bidder who fails to score a minimum of 70% on functionality will be disqualified automatically at this stage and will not form part of the panel database.