



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

1 Cedara Road, Pietermaritzburg, 3200

KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200

Tel: 033 355 9100

Invitation to Tender – DARD 21/2024

KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Suitable and capable service providers are invited to bid for the **Provision of Security Services in the Departmental Offices, Institution and Residence Located Throughout the Province for a Period of thirty-six (36) months at Cluster 2 (King Cetshwayo and Zululand District Offices)**

Department reserves the right to:

- (i) To accept part of a tender rather than the whole tender.
- (ii) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- (iii) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- (iv) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- (v) The department publishes all awards on departmental website, thereafter, publishes the award on e-tender portal after receiving an acceptance from the successful bidder.
- (vi) Bidders are urged to visit www.kzndard.gov.za/tenders/videos-supplierdevelopment for ease of completing the bid document.

Contact Details for Enquiries

Queries relating to the issue of these documents may be addressed to

Administrative: Ms. Nompumelelo Dladla Tel. No. 033 355 9369: or Nompumelelo.Dladla@kzndard.gov.za and

Technical: Mr. Z.D Mbatha Tel. 082 337 7181 or Dumisaniz.Mbatha@kzndard.gov.za or Mr. M. Khuzwayo Tel. 082 576 0505 msizi.khuzwayo@kzndard.gov.za

The closing date and time for receipt of Tenders is 22 January 2025 at 11h00. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

NB. Tender documents must be deposited at: **Department of Agriculture and Rural Development, 1 Cedara Road, Cedara 3200, Supply Chain Management Bid Box**

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

		PAGES
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	7
PART C	PRICING SCHEDULE	8
SECTION D	PRICING SCHEDULE (SBD 3)	9-14
SECTION E	BIDDERS DISCLOSURE (SBD 4)	15-16
SECTION F	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	17-24
SECTION G	GENERAL CONDITIONS OF CONTRACT	25-31
SECTION H	SPECIAL CONDITIONS OF CONTRACT	32
SECTION I	AUTHORITY TO SIGN THE BID	33
SECTION J	TERMS OF REFERENCE	34-60
PART D	BID DISQUALIFYING FACTORS	61-64
ANNEXURE A	BIDDERS PAST EXPERIENCE	65
ANNEXURE B	PRESCREEN AND VETTING	66
SECTION K	NUMBERS AND GRADES OF SECURITY OFFICERS REQUIRED PER SITE	67-68
ANNEXURE C	BREAKDOWN OF COSTING	68-70

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DARD 21/2024	CLOSING DATE:	22/01/2025	CLOSING TIME:	11h00
DESCRIPTION	Provision of Security Services in the Departmental Offices, Institution and Residence Located Throughout the Province for a Period of 36 Months at Cluster 2 (King Cethwayo and Zululand District Offices)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nompumelelo Dladla		CONTACT PERSON	Mr D.Z Mbatha/ Mr M. Khuzwayo	
TELEPHONE NUMBER	033 355 9369		TELEPHONE NUMBER	082 337 7181/ 082 576 0505	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	nompumelelo.dladla@kzndard.gov.za		E-MAIL ADDRESS	Dumisaniz.Mbhatha@kzndard.gov.za msizi.khuzwayo@kzndard.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER 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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER:.....

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

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

DATE:

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:

PART C

PRICING SCHEDULE

(Goods/Service/Work)

NAME OF BIDDER:

CLOSING TIME: **11h00**

CLOSING DATE: **22 January 2025**

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

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
DARD 21/2024	Provision of Security Services in the Departmental Offices, Institution and Residence Located Throughout the Province for a Period of 36 Months at Cluster 2 (<i>King Cethwayo and Zululand District Offices</i>)	

Amount in Words:

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

Official Company Stamp

Signature

SECTION D

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

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

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

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

*Delete if not applic

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

- Required by:.....

- At:.....

- Brand and model:.....

- Country of origin:.....

- Does the offer comply with the specification(s)?

*YES/NO

- If not to specification, indicate deviation(s)

.....

- Period required for delivery.....

- Delivery:

*Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PRICING SCHEDULE
(Professional Services)

Name of bidder..... Closing Time 11:00	Bid number..... Closing date.....
---	--

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

- The accompanying information must be used for the formulation of proposals
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

R.....

R.....

R.....

R.....

R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

R.....

..... days

R.....

..... days

R.....

..... days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R
.....	R
.....	R
.....	R
.....	R

TOTAL: R.....

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

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R
.....	R
.....	R
.....	R
.....	R

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

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

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

SECTION D

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.

3 DECLARATION

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

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

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 E

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- (a) The applicable preference point system for this tender is the **80/20** preference point system.
- (b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An EME or QSE entity which is 100 % Black owned	20	
TOTAL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

.....
DATE:

.....
ADDRESS:

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:
 - The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
 - The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended

Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

• Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:
 - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good

Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

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

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

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

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SECTION G

GENERAL CONDITIONS OF CONTRACT

i. Definitions

The following terms shall be interpreted as indicated:

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

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

ii. Application

- 1.1 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.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

iii. General

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

iv. Standards

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

v. Use of contract documents and information; inspection.

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.

vi. Patent rights

- 1.1. 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.

2. Performance security

- 1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 3. 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
 4. a cashier's or certified cheque
- 1.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

2. Inspections, tests and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 2.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 2.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 2.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 2.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 2.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 2.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- a. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

2. Delivery and documents

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

3. Insurance

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

4. Transportation

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

5. Incidental Services

- a. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- b. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

6. Spare parts

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

7. Warranty

- a. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- b. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

- e. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 8. Payment**
- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- c. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- d. Payment will be made in Rand unless otherwise stipulated in SCC.
- 9. Prices**
- a. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 10. Contract amendments**
- a. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 11. Assignment**
- a. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 12. Subcontracts**
- a. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 13. Delays in the supplier's performance**
- a. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- b. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- c. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- d. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- e. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 14. Penalties**
- a. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 15. Termination for default**
- a. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- b. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- c. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- d. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- e. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - a. the name and address of the supplier and / or person restricted by the purchaser;
 - b. the date of commencement of the restriction
 - c. the period of restriction; and
 - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

16. Anti-dumping and countervailing duties and rights

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

17. Force Majeure

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

18. Termination for insolvency

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

19. Settlement of Disputes

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

20. Limitation of liability

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

21. Governing language

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

22. Applicable law

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

23. Notices

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

24. Taxes and duties

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

25. National Industrial Participation (NIP) Programm

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

26. Prohibition of Restrictive practices

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

SECTION H

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. **CONTRACT PERIOD**

1.1 Thirty-six (36) months

2. **EVALUATION CRITERIA**

There are three stages in the selection process, namely,

- a) Stage one: Administrative Compliance
- b) Stage two: Functionality Criteria
- c) Stage three: Price and Specific Goals

Ensuring that bids comply with administrative Compliance and the price and specific goal.

2.1. **Stage 1 - Administrative Compliance**

Check and verify compliance with the submission and completion of compulsory bid documents Sections A to Q. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

2.2 **Preferential Point Evaluation**

2.1.1. This bid will be evaluated using the 80/20 preference point system.

3. **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 I

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:
Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION J

TERMS OF REFERENCE

PROVISION OF SECURITY SERVICES IN THE DEPARTMENTAL OFFICES, INSTITUTION AND RESIDENCE LOCATED THROUGHOUT THE PROVINCE FOR A PERIOD OF 36 MONTHS AT **CLUSTER 2 (KING CETHWAYO AND ZULULAND DISTRICT OFFICES)**

1. BACKGROUND

The KwaZulu-Natal Department of Agriculture and Rural Development herein after referred to as the Department, has a strategic objective to provide a secure, safe and healthy working environment. Furthermore, in supporting its risk management policies, the department must institute measures to protect its assets from, *inter alia*, fire, theft or vandalism and consequently therefore the Department requires the services of service providers to render security services as specified in this document.

2. SCOPE

The scope of this bid includes the provision of appropriately qualified Grade C and Grade D security officers to provide twenty-four (24) hour security service for the departmental institutions as listed in Section G of this document. The responsibilities of these security officers are to ensure the safety of property and personnel from burglary, theft, vandalism or threat of any nature.

SECTION A

CONTRACTUAL REQUIREMENTS

1. The security company must be based, or have a branch office in Kwa Zulu Natal where the respective institutions are situated. The Contractor shall be responsible for the transportation of its staff to and from site as listed in Section G of this document. The Contractor shall further ensure vehicle/s are available on premises at all times for use in transporting officers to their posts, emergencies and routine patrols.
2. The Contractor shall tender rates as listed in the Section G: Pricing schedule. The rates must be firm. There will be no price adjustment for this Contract. Only statutory increases in the minimum wage and/or VAT will be considered. Such increases are not applicable to any profit; overheads or any other operational pricings.
3. The equipment requirements and number of security officers required per site for this contract are reflected in Section G. The officers acting as Guard Commander on the premises when indicated must be at least an armed Grade C officer.
4. The following certificates must be readily available, as proof of this shall be a requirement of this contract and must be produced by the successful bidder.
 - 4.1 A certified copy of the certificates from the Private Security Industry Regulatory Authority (PSIRA) must be attached for each officer to be utilized under this contract. All the officers must comply with the Security Industries minimum standard of education.
 - 4.2 All security officers must also have attended and passed a security course at one of the official training centres recognized by the Department of Labour.
 - 4.3 Certified copy of all the firearm licences in possession of the Security Company which will be utilised under this contract.
5. The Contractor shall comply with the Private Security Industry Regulatory Act No. 56 of 2001 and Regulation of 2002, the Occupational Health and Safety Act No. 85 of 1993, the conditions of employment as contained in Government Basic Conditions of Employment Act No. 75 of 1997, as amended in the Government Gazette and any subsequent amendments thereafter and any other applicable legislation.

6. The hours or shifts that the security officers are required to work are as follows:
 - 6.1 Monday - Saturday
 - 06:00 to 18:00 - Day Shift
 - 18:00 to 06:00 - Night Shift
 - 6.2 Sundays plus Public Holidays
 - 06:00 to 18:00 - Day Shift
 - 18:00 to 06:00 - Night Shift
7. On each working day the first or second level supervisor must make contact with the Project Manager on the site in order to verify and handle mutual complaints, problems, bottle-necks and requests concerning the rendering of service. At least once a month formal discussions must be held, minutes of which must be kept by the Project Manager. No security personnel are allowed to do continuous duty for longer than twelve hours.
8. The Contractor shall supply a list of names of the security officers who will be performing duties at the premises per week to the nominated Departmental contact person per premises, herein after referred to Project Manager, at least a week in advance.
9. The Contractor shall be responsible for ensuring that security guards are on duty timeously and are present at all times as per Security requirements listed in section G. At least one officer at each site must be armed with firearm at all times during the night shift. The Contractor shall ensure that two relief officers for each shift are available within two hours.
10. Quad bike shall be utilised where applicable for patrols and will be at the Contractors own risk and cost. The use of Quad bike does not exempt the Contractor of the obligation to have a vehicle on site at all times.
11. The Contractor shall not cede or assign its rights or obligations under this agreement.
12. Notwithstanding any clause in the General Conditions of the Contract, the sub-contracting of the guarding services on the guarded sites is strictly prohibited. The prohibition is extended to all services provided in terms of this contract unless specifically excluded.

SECTION B:
CODE OF CONDUCT

1. The contractor is bound by the Code of conduct with PSIRA norms and standards in accordance with PSIRA.
2. Upon appointment, 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.
3. All possible steps shall be taken by the Contractor to ensure that the correct, intended execution of the service takes place, including *inter alia*, the following:
 - 3.1 The protection of Department Property at the intended site and the protection of the said property against theft, vandalism and any loss or damage whatsoever, to protect life and prevent crime.
 - 3.2 The protection of the Department 's officials against injuries, death or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977), and will include the protection of Department and staff property or any threat thereto. Contractors will be required to present a security strategy for the department according to their specific risks/needs.
4. The security officers shall be properly dressed in uniform at all times while on duty. The conduct and appearance of security officers is to reflect discipline, neatness and efficiency.
5. Roving patrols of the premises shall be undertaken by security officers on a continuous basis for the duration of the shift.
6. Random searches of vehicles or personnel entering or leaving the premises are to be undertaken, and any armaments or unusual items are to be reported.
7. In terms of Private Security Industry Regulatory Act 56 of 2001 the contractor shall have authority to arrest any person found committing an offence on, or in respect of the premises or any part thereof.

8. Security officers must be properly seated, standing or roving when on duty. The practice of leaning against buildings, or sitting/lying on the floor will not be accepted. Security officers may not eat or drink outside of the guard room, or in view of the general public or smoke whilst attending officials or member of the general public. Security officers are required at all times make use of appropriate toilet facilities for the performance and completion of their ablutions. Urination and defecation in any other area - especially in the proximity of domestic livestock, behind buildings and alongside main access roads used by the public, will not be tolerated or accepted.
9. Monthly report of Incidents must be provided to the Department by latest the 7th day of each month. Should the 7th day fall on the weekend then the report must be submitted by the following Monday or first business day.
10. In case of occurrence of more serious incidences such as attempted theft; vandalism; act of God; etc., the security officer should report these immediately to the head of the site or designated security services directorate official.
11. The Bidder must indicate how the Code of Conduct will be implemented and this must form part of the execution plan to be submitted together with this bid.

SECTION C

TOOLS AND EQUIPMENT FOR SECURITY STAFF

The contractor must ensure that the following security aids are available at all times at each site where a security service is rendered in terms of this contract.

1. The minimum service tools to be worn on by the person at all times during guard duty, are:

- 1.1. Two-way radios; Push Talk or Cellphone
- 1.2. Baton;
- 1.3. Handcuffs;
- 1.4. Firearms and ammunition (where stipulated);
- 1.5. Boots;
- 1.6. Uniforms;
- 1.7. Identification cards;
- 1.8. Whistle;
- 1.9. Pocket book;
- 1.10. Pen; and
- 1.11. Torch (at night)
- 1.12. Paper prayers per shift

2. Occurrence Book

- 2.1 The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors and other occurrences at the site.
- 2.2 Compulsory Occurrence Book Entries: The security personnel on duty must make the following entries in the occurrence book:
 - 2.2.1 All listed routine procedures such as patrols undertaken, handing over of shifts, etc. mentioning the procedures followed, by whom and the time of commencement. These entries must be made clearly legible in black / blue ink.
 - 2.2.2 All occurrences, however important, slight or unusual with reference to the correct time and relevant actions taken.
 - 2.2.3 All security personnel activities - especially deviations in respect of the duty list, including particulars of the personnel and relevant times.
 - 2.2.4 The issue and/or receipt of keys, indicating the time and by whom they were received or to whom they were handed over/delivered.
 - 2.2.5 The unlocking or locking of doors or gates, indicating the time and by whom locked or unlocked.

- 2.2.6 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.
- 2.2.7 Occurrence book read: After the taking-over of shifts, the first level supervisor must make an entry declaring that he has read the occurrence book in order to acquaint himself with events that occurred during the previous shift.
- 2.2.8 All visits by supervisors and top management: These entries must be done in red ink.
- 2.2.9 All additional requests in respect of the rendering the services by the official of the Department shall pass in writing.
- 2.3 The Occurrence Book must be submitted each working day, Monday – Friday to the Project Manager at the premises between the hours 08:00 to 09:00 for scrutiny and noting.
- 2.4 Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed on the side.
- 2.5 Storage of Occurrence Books: The Contractor must hand any/all completed Occurrence Books/s to the Project Manager for record purposes.

3. Admission Control Registers or Forms

- 3.1 Purpose: The purpose of the admission control register is to have information available at all times regarding persons and vehicles that enter or leave the complex outside of normal working hours, in case occurrences should take place which might lead to a judicial enquiry. All completed forms / registers must be handed to the Project Manager for safe keeping.
- 3.2 This register must be completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:
 - 3.2.1 Date;
 - 3.2.2 Admission and exit times of the person or vehicle;
 - 3.2.3 Surname and initials of the person or details of vehicle and driver;
 - 3.2.4 Home or work address;
 - 3.2.5 Official identity/passport number; (the officers shall request an inspection of the original identity document or driver's license to confirm the authenticity of the details furnished)
 - 3.2.6 Purpose of visit;
 - 3.2.7 Brand, caliber and number of firearm in visitor's possession (if any); and
 - 3.2.8 Signature of visitor.

4. Pedestrian and Vehicle Registration / Vehicle Forms

4.1 It is the Contractor's responsibility to ensure that the register form is completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:

4.1.1 Date of visit;

4.1.2 Admission and exit time of visitor to and from the site;

4.1.3 Surname and initials of driver / visitor; Official identity/passport number of all persons entering the premises (the officers shall request an inspection of the original identity document/s or driver's license to confirm the authenticity of the details furnished);

4.1.4 Name of person to be visited;

4.1.5 Number of passengers;

4.1.6 Purpose of visit;

4.1.7 Registration number of the vehicle;

4.1.8 Brand, caliber and number of firearms in the vehicle (if any);

4.1.9 Signature of driver; and

4.1.10 All vehicles to be searched when entering or leaving the premise

4.2 Storage of Pedestrian and Vehicle Registers

All completed registers must be handed to the institutions contact person for safe keeping.

4.3. It is the Contractor's responsibility to ensure that the separate register form for **State vehicles** is completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:

4.3.1. Date

4.3.2. Admission and exit time of vehicle to and from the site;

4.3.3. Surname and initials of driver / visitor;

4.3.4. Name of the driver

4.3.5. Number of passengers;

4.3.6. Registration number of the vehicle;

4.3.7. Signature of driver; and

4.3.8. Vehicles to be searched when entering and leaving the premises.

5. Attendance Register for all Shifts

- 5.1. Purpose: The purpose of the attendance register is to have information available at all times regarding security guards reporting on duty.
- 5.2. This register must be completed correctly and legibly by security guards / officers on duty and shall make provision for the following:
 - 5.2.1. Date;
 - 5.2.2. Name and surname;
 - 5.2.3. Official Identity no.;
 - 5.2.4. Time in;
 - 5.2.5. Time out; and
 - 5.2.6. Signature.

6. Notebook

- 6.1 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.
- 6.2 Requirement: During their turns of duty all security personnel must have a notebook on their persons.
- 6.3 All occurrences/events however important, slight or unusual, referring to the following information must be noted down in the notebooks:
 - 6.3.1 Reporting on and off duty;
 - 6.3.2 Time of occurrence or event;
 - 6.3.3 Extent of occurrence or event;
 - 6.3.4 Relevant occurrence book serial number with due allowance; and
 - 6.3.5 Follow-up actions taken in respect of occurrence or event.
- 6.4 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.
- 6.5 Storage of Notebooks: The contractor must store the fully entered notebooks for a period of twelve months.

7. Two-Way Radios or Cellphones

- 7.1 The purpose of communication is the establishment of immediate communication between the different duty points and control on the site as well as between control on the site and control at the contractor's headquarters.
- 7.2 Bidders must have an operations/ control room, equipped with a communication system capable at all times of and in all conditions of communication with all visiting inspectors and officers at all sites to which officers are deployed as well as among officers on site. The facility must be manned by PSIRA registered, qualified and competent staff operating on a 24-hour basis, 365 days a year.
- 7.3 The control room is responsible for the day the day to day operational requirements of this bid and must be able to respond efficiently to all and every situation as may eventuate on any site to which a security officer is deployed.
- 7.4 Communication shall be directly linked with the Contractors control room at all times during the shift.
- 7.5 Hand Carried Radios/Push Talk: Serviceable hand carried radios or push talk must at all times be provided by the Contractor.
- 7.6 Base Communication: Contractors shall have base communication in their control rooms to ensure the good communication with each other which is audible at all times and able to relay information between the base and satellite.
- 7.7 There must be at least one method of communication for every guard point.

It is therefore a compulsory requirement and condition of this bid that the bidder must submit together with this bid document, before the closing date and time, a certified copy of a valid license from the Independent Communications Authority of South Africa (ICASA). If the license or frequency permit is sublet, the bidder must submit a certified copy of the subletting agreement with the license holder together with the proof that the signatory to the agreement is the holder of the valid license which must not be older than (12) months. Failure to submit the copy of the valid license or subletting agreement will result in the bid being disqualified.

SECTION D

TECHNICAL REQUIREMENTS/ QUALIFICATIONS OF SECURITY PERSONNEL

1. Only security officers who are already fully registered and who completed training in the Grade as recognized by Private Security Industry Regulatory Authority, and who have obtained a security clearance from SAPS shall be employed under this contract.
2. All security officers are to be in full time employment of the Contractor who shall be liable for payment of their compensation.
3. Male and female security officers may be deployed at the sites. However, where certain deployment has preferences, this will be discussed and agreed to between the Department and the Contractor. This is particular to cases of access control where body searches must be done. In such situations gender deployment is necessitated by the requirement that persons/ visitors may only be searched by a guard of their own gender.
4. The Contractor shall provide the security personnel required for the successful rendering of the service per premises as per Section G. The security officers must be able to write, read and speak English adequately and be able to legibly compile the occurrence book entries and reports. The Department will request the Contractor to replace any officer on site who does not satisfy these basic requirements.
5. It is the responsibility of the Contractor to ensure that the security personnel in his/ her service and especially those employed for the rendering of this service, meet the following requirements at all times:

5.1 Supervisors

- 5.1.1 Supervisors must be schooled to at least Standard Eight/ Grade ten (10) level;
- 5.1.2 Supervisors must have a good understanding of their post descriptions and duties;
- 5.1.3 Supervisors must at all times be capable of leading/controlling and supervising their subordinates; and
- 5.1.4 Supervisors must be able to communicate, read and write in English and IsiZulu.

5.2 Security Guards

- 5.2.1 Security Guards must be schooled to at least Standard six (6) /Grade Eight (8) Level;
- 5.2.2 Security guards shall be able to communicate, read and write in at least the English language; and
- 5.2.3 Security guards may not be younger than 18 years of age.

6. Supervisors and Security Guards

- 6.1 Supervisors and security guards must have undergone and passed formal security training and that standard must be maintained.
- 6.2 At all times supervisors and security guards must present an acceptable image/appearance which implies, inter alia, that they must not publicly sit, lounge about, smoke, eat or drink while attending to people.
- 6.3 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 arguments with visitors/staff or discourteous behaviour towards them.
- 6.4 Supervisors and security guards must be physically and mentally healthy and medically fit for the execution of their duties.
- 6.5 Supervisors and security guards must be registered with the Private Security Industry Regulatory Authority, as required by Act No. 56, 2001 and be appropriately trained.
- 6.6 Supervisors and security guards are prohibited from reading or unnecessarily handling of Departmental documents without permission.
- 6.7 No information concerning Departmental activities may be furnished to the public or news media by the Contractor and/or his employees without the written permission of the Head of Department.
- 6.8 The Department reserves the right to ascertain from the South African Police Services whether security personnel in his employ possess record clearances as well as to ascertain from the PSIRA whether the security personnel are registered with the PSIRA of security officers.
- 6.9 In the event that a body search has to be performed, this will be done by a guard of the same gender of the person being searched as indicated in paragraph 3 above.

7. Duty List

- 7.1 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.
- 7.2 Drawing up a Duty List: Daily, weekly or monthly duty lists of all security guards on duty must be drawn up by the Contractor and kept in the security control office of each site where such service is rendered.
- 7.3 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.

8. **Duty Sheet**

- 8.1 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.
- 8.2 The Contractor must have a duty sheet available at the site per duty point.

9. **Patrol Duties**

- 9.1 Patrol the perimeter fence and premises during hourly.
- 9.2 Check and report on the following aspects:
 - 9.2.1 Condition of perimeter fences;
 - 9.2.2 External doors that are not locked after hours;
 - 9.2.3 External lights which are not illuminated during hours of darkness;
 - 9.2.4 Windows that are broken;
 - 9.2.5 Security of all storage areas; and
 - 9.2.6 Vehicles which are left in parking areas overnight.

10. **Lost Articles**

- 10.1 Definition: Lost articles are articles found at the site and for which ownership cannot be established immediately. Such must be handed in at the control room.
- 10.2 All lost articles handed in at the control room must be recorded in the occurrence book, after which they must be handed in to the Departmental representative immediately.
- 10.3 No deliveries by any person will be received at the control room. The necessary arrangements must be made by the Departmental representative.

11. **Labour Unrest Incidents**

- 11.1 Definition: Labour unrest incidents are occurrences when the Departments personnel on the site or the security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.
- 11.2 Labour Unrest at the Site
 - 11.2.1 Contractor staff: The Contractor shall resolve the dispute between him/her and his/her staff outside the government premises but will remain responsible for safety and security of government property and its employees.
 - 11.2.2 Departmental staff and property: The contractor shall assist the Departmental management to control Departmental personnel by inter-alia immediately contacting relevant authorities e.g. SAPS so as to ensure the safety of government assets and staff against vandalism.

12. Checking of Service

- 12.1 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 contractor himself on at least a quarterly basis.
- 12.2 The Department reserves the right to check the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification. Should the Project Manager consider the standard of service objectionable, a formal written notification will be issued to the Contractor to rectify the objectionable situation to the standard required by the contract and specification as the case may be, at his/her own cost or charge. In the event of the Contractor disregarding the Project Manager instructions for a period of seven days or longer, the Head of Department is at liberty forthwith to employ other service providers/Contractors to perform the work or cause the work to be performed, and to charge any expense thereby incurred to the Department, and to deduct it from any sum due or to become due to the Contractor.
- 12.3 The Department reserves the right to require from the Contractor that any of his/her employees be replaced, in which case the employee(s) must leave the site forthwith. The Department will not be held responsible for any damages or claims which may arise because of this and the contractor indemnifies the Department against any such claims and legal expenses.
- 12.4 NOTE: The Departmental representative will have the right to check on a daily basis whether sufficient personnel are available at the site in terms of the conditions and specifications of contract.
- 12.5 All personnel shortages must be noted down in the occurrence book.

13. Investigations in terms of the Code of Conduct for Security Service Providers

- 13.1 The Department reserves the right to contact the Private Security Industry Regulatory Authority to institute an inquiry into whether the contractor's workforce is registered with them and employees are in possession of training certificates of an accredited training center. Furthermore, the Department may check whether the contractor is paying security officers (for the purpose of this contract), the minimum monthly basic wage as prescribed for the Area concerned, Order for the Security Services Trade.
- 13.2 The Department reserves the right to vet the recommended company with the relevant organization before appointment.

14. Damages and Losses

- 14.1 The Contractor shall be held liable for any damage or loss suffered by the Department, as a result of the Contractor's own or his/her employee's negligent or intentional act or omission.
- 14.2 The Department is indemnified against any liability, compensation or legal expenses in respect of the following cases:
- 14.2.1 Loss of life or injuries which might be sustained by the security personnel during the execution of their duties.
- 14.2.2 Damage to or destruction of any equipment or property of the contractor during the execution of their duties.
- 14.2.3 Any claims and legal costs which might ensue from the failure by or acts committed by the security personnel against third persons, which acts include illicit/illegal arrests and other illicit/illegal wrongful deeds.

15. Third Party / Public Liability Insurance

- 15.1 The Contractor shall, at his/her 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 contract.
- 15.2 A certified copy of such insurance contract/ quotation must be submitted together with the bid document. **Failure to submit the copy together with the bid on or before the closing date and time will result in the bid being disqualified.**
- 15.3 Evidence that such insurance premiums have indeed been paid, must be furnished annually. If during the course of the contract it is found that the Contractor no longer has a valid insurance, it will constitute breach of the contract and will result in the cancellation of the contract.
- 15.4 The minimum amount of Third Party/Public Liability Insurance as listed (Annexure C) and must include the use of firearms. The number of claims during the period of the Contract should be unlimited

16. Use of Department Equipment, Facilities etc

- 16.1. The Contractor may not, unless otherwise specified, make use of any of the Department's equipment, and/or property, including inter alia vehicles, stationery, firearms, rooms and furniture for purposes of compliance with the conditions. The Contractor shall be responsible for the payment of telephone calls made by his/her personnel.

- 16.2. The water and electricity required for the rendering of the services, shall be provided free of charge by the Department.
- 16.3. The Contractor shall ensure that Departmental property is not misused (e.g. Furniture, telephones, etc).
- 16.4. Should the Contractor's staff make use of ablution facilities, these should be kept clean at all times.

17. Conduct of contractor and contractor's employees

- 17.1 The Contractor shall ensure that his/her personnel refrain from littering and that they, at all times, keep the grounds and buildings occupied by them in a clean, hygienic and neat condition.
- 17.2 Under no circumstances are security personnel allowed to carry on any trading during their period of duty.
- 17.3 The Contractor shall not erect or display any sign, printed matter, painting, name plates, advertisement, article or object of any nature whatsoever, in or against Department buildings or sites or any part thereof without written consent. The Contractor shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable.
- 17.4 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 Contractor will be held responsible for the costs of such removal.
- 17.5 The equipment of the Contractor must be kept in a safe condition so as not to be a danger to staff, the public, the building which it is kept.
- 17.6 The reasonable comfort of and avoidance of disturbance to the staff of the site must be taken into consideration at all times (playing of music and radio or cell phones is prohibited).
- 18. The Contractor shall immediately report the occurrence of unguarded fire(s) to the resident Project Manager or representative of the Department. The Contractor will then assist in controlling the fire using all available staff without compromising security. Relief officers and all security officers not on duty will assist. The Project Manager will simultaneously summon assistance from Departmental staff and will take over-all control of all fire-fighting activities.

19. The Contractor shall immediately report any and all security incidents i.e. theft, burglary, any and all form of security breaches etc. to the resident Project Manager or representative of the department.
20. The Contractor shall without fail on a monthly basis avail a senior official or representative to meet with the resident Project Manager or representative of the department to provide both written and verbal report on the security status of the Department as well as any and all the security incidents for the month i.e. theft, burglary, any and all form of security breaches.

21. Termination of Service

- 21.1 The stipulations of the General Conditions of Contract as stipulated in the bid document apply in particular to cases of any failure to comply with the conditions of contract, or where an unsatisfactory service is rendered.

Where there is a conflict between the provisions of the General Conditions of Contract and the provisions of this contract, the provisions of this contract shall prevail.

- 21.2 The contract will be terminated immediately should: -

- 21.2.1.1. The Contractor No longer qualify as security officer in terms of the Security Officers Act, No. 56 of 2001; or

- 21.2.1.2. The Department reasonably believe that the staff of the contractor is responsible for or involved in the theft/loss of the employer's property.

- 21.3 The Contractor must notify and remove the Employee immediately should any member of his/her security personnel no longer meet the requirements or conditions of the Security Officers Act, No.56 of 2001.
- 21.4 Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Department of Agriculture and Rural Development
- 21.5 Should the Contractor alienate his/her rights and liabilities in terms of this contract, he/she must notify the Department of Agriculture and Rural Development immediately so that the necessary steps for the cessation of the contract can be taken.
- 21.6 Apart from the immediate termination described in paragraph 21.2 the Department reserves the right to terminate the contract upon issuing of one month written notice should the needs of the Department change during the contract period.

22. Recruitment of Department Employees

The Contractor shall not recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

23. Push Talk, Radio License's and Number of Radios required at the Centre

- 23.1 A license/s from I.C.A.S.A. (Independent Communications Authority South Africa) or letter from a Service Provider for Radio Trunking, Mid or High Band Radios must be handed to the Centre Management within one month of assuming duty at the Centre. All radio licenses are issued by I.C.A.S.A. The bidder must produce a certified copy of the Frequency License/s that are valid for the radio/s that will be used at the Centre to the Centre. If the radio/s are sub-letted, it is still the responsibility of the bidder to supply a certified copy of the valid license or original letter from the Service Provider to the Department.
- 23.2 Every guard point must have at least one means of communication.

24. Certificate from Private Security Industry Regulatory Authority

A Certificate not older than twelve (12) months indicating that the Company is registered with the Private Security Industry Regulatory Authority must accompany the bid document. Failure to submit this Certificate will invalidate the bid.

25. Category of Security Officers

For the purpose of this contract, use will be made of the relevant Category Security Officers as published in the Government Gazette.

- 25.1 The Contractor will be responsible for providing his/her own equipment, materials, consumables, etc., as well as uniforms and identification cards to all its employees at the Centre.
- 25.2 The Department will provide water and toilet facilities, free of charge, to the staff of the Contractor, but will not be responsible for providing living accommodation for his/her staff.

26. Compensation

- 26.1 Increase of compensation in the case of minimum wage amendments

26.1.1 Should there be any change during the course of this contract in the wage scales of employees of the Contractor as a result of a statutory minimum wage determination; the Contractor shall be entitled to amend the compensation subject to the satisfaction and approval of the Head of Department.

The Contractor shall submit, together with his/her claim, an extract from the Gazette which clearly details the date that the wages were increased as well as an extract of the minimum wage table with the new wages for the various areas as documentary proof of the price adjustment and the effect thereof on the contract to the satisfaction of the Department of Agriculture and Rural Development Head Office.

26.1.2 Claims for wage increases shall be submitted to the Department (Head Office) as soon as possible but not later than thirty (30) days after the implementation date. If the claim is received more than thirty (30) days later, the prices will be dated only to the date on which the claim was proved to the satisfaction of the Department.

27. Pro rata decrease of compensation

27.1 Should the service not be rendered to the satisfaction of the Department and unsatisfactory items/aspects/events have already, in writing, been brought to the attention of the Contractor, the Head of Department reserves the right, in addition to its other rights to retain any future payments owed to the Contractor for as long as the unsatisfactory service continues. The Contractor may not under any circumstances fail to remunerate its security officers in terms of law in this regard.

27.2. Similarly, no departure from or breach or non-fulfillment of the conditions of this contract shall be deemed to be a condonation, waiving or ratification of such departure, breach or non-fulfillment unless such condonation, waiving or non-fulfillment has been agreed to in writing by both parties.

27.3 Minimum Wages

27.3.1 It is expected that the contractor shall pay his/her employees at least a minimum monthly basic wage, at a rate prescribed PSIRA. The Department reserves the right at any time to request documentary proof of compliance with the minimum wage as per sector determination. The proof may include but not limited to the copy of the salary advice from any of the officers on site. Failure to produce such proof will constitute breach of the contract and may result in the cancelation of the contract.

27.3.2 Noncompliance with the payment of minimum wage constitutes breach of the contract and may result in the Department cancelling the contract.

28. Curtailment of Service

28.1.1 The Head of Department reserves the right to withdraw from the service any part/s of the site or the site as a whole, with one month's written notification to the Contractor. In a case such as this the parties will no longer be bound by the stipulations of this contract. The contract sum will be adjusted pro rata from the date of withdrawal.

28.2 Should the site or part/s of the site in respect of which the service is rendered, be damaged or destroyed by force major or fire, the Head of Department shall have the discretion to determine which part/s of the Centre/s could or should no longer be used as

part of the original utilization, and in respect of such unusable part/s of the site the parties will no longer be bound by the stipulations of this contract, unless otherwise agreed to in writing and signed by both parties.

28.3 In respect of the part/s of the site which shall remain in use, the stipulations of this contract shall remain valid, but the contract amount shall be decreased pro rata as from the date that the part of the site was withdrawn from the contract.

28.4 Should such damaged Centre or part/s of the Centre/s be repaired, the Head of Department could request the contractor, by means of one month's written notification, to resume the service, in which case the stipulations of this contract in respect of the rendering of service and the contract amount shall be applicable.

29. **Information required from bidder**

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

29.1 Location of Headquarters.

29.2 Location of Regional Offices.

30. **Turns of duty**

No security staff shall do continuous duty for longer than twelve (12) hours or what is legally prescribed.

31. **Site meeting**

It is compulsory for the bidder to attend the site inspection meeting on the date and time as published. Failure to do so will invalidate the bidder's offer.

32. **Records**

The Contractor must keep proper:

32.1 Staff files as well as all appropriate documents of all security personnel in his service who are employed for rendering of the service in terms of this contract. The appropriate staff files shall include, inter alia, the scholastic, registration, and medical certificates and security clearances of personnel under the contractor's employ and their financial remuneration.

32.2 All records of the insurances; ICASA license; firearms and their respective licenses; vehicle registration; etc

32.3 The Contractor shall allow the Head of Security or his representative access to the above stated records anytime during the duration of this contract.

33. **Identification**

33.1 The contractor undertakes to ensure that each member of his security personnel will at all times when on duty be fully identifiable in respect of:

33.1.1 A neat and clearly identifiable uniform of the company, including matching raincoats and overcoats. The clothing provided must be suited to the temperatures in the area where the guards are stationed.

33.1.2 A clear identification card of the company with the member's photo, identity number and PSIRA numbers on it, worn conspicuously on his 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 person at all times.

33.1.3 All security personnel must be in a position to produce, on request, proof of registration with the Private Security Industry Regulatory Authority (PSIRA)

34. Informed Perspective

34.1 Submission of bid will be deemed to confirm that a bidder has tendered from an informed perspective.

34.2 No claims will be entertained due to a lack of knowledge of the situation in the Province/ departmental sites.

35. Emergency Plan. The Contractor is responsible for the training of his personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site.

36. Access to site. 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.

SECTION E

SPECIAL TERMS AND CONDITIONS

PROVISION OF SECURITY SERVICES IN THE DEPARTMENTAL OFFICES, INSTITUTION AND RESIDENCE LOCATED THROUGHOUT THE PROVINCE FOR A PERIOD OF 36 MONTHS AT CLUSTER (02) (*KING CETHWAYO DISTRICT OFFICES AND ZULULAND DISTRICT OFFICES*)

- a) Tenderers must ensure that they are fully aware of all the Terms and Conditions contained in this bid document.

1. ACCEPTANCE OF BID

- 1.1. The Department of Agriculture and Rural Development Bid Adjudication Committee is under no obligation to accept any bid.

2. AMENDMENT OF CONTRACT

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

3. AWARD

- 3.1.1 The department has advertised one (1) security bid, Cluster 2: King Cetshwayo District Office and Zululand District Office

- 3.1. The department will award one (01) service provider for this cluster.

- 3.2 **It is a condition of this bid that tenderers must quote for all items under this bid and quoted prices must be in line with the latest PSIRA rates and/or applicable minimum wage.**

- 3.2. In implementing the objective criteria, the department reserves the right to negotiate the price with the awarded bidder where the highest scoring bidder has not been awarded.

- 3.3. In the event a contractor fails to deliver, the department reserves the right to award to the next eligible bidder regardless whether the bidder has been awarded or not.

- 3.4. The department reserves the right to conduct a Security Screening/Vetting to the potential bidder by the departmental Head of Security.

- 3.5. The bidder will be required to provide valid ID numbers of Company Directors and all Registered Security guards intended for the Cluster 02 contract by completing ANNEXURE B, if not completed at the closure of the bid, the appointed bidder will be required to complete and submit before the signing of Service Level Agreement.

- 3.6. The Department may use the awarded security company for Departmental Special Projects when the need arises. In the event the awarded security company is unable to provide a service (for whatever reason) or contractor fails to deliver, the department reserves the right to utilize contractors awarded in other Clusters. In this event the department will request

quotations from the awarded contractors in other Clusters and apply a preference point system which may include a specific goal.

4. BASIS AND QUANTITIES

- 4.1. Quantities are reflected under Section G of the bid document.

5. CERTIFICATE OF COMPLIANCE

- 5.1. Where applicable, it is mandatory for service providers to provide the applicable compliance Certificate/s and/or license/s as stipulated (e.g. PSIRA, Fire-arm, etc.) as stipulated in this bid.

6. CHANGE OF ADDRESS

- 6.1. Bidders must advise the Department of Agriculture and Rural Development Supply Chain anagement, Contract Administration should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

7. COMPETENCY OF THE SERVICE PROVIDER

- 7.1. It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

8. COUNTER OFFERS

- 8.1. The department will not accept any counter offers

9. DETAILS OF PAST/CURRENT CONTRACTS AWARDED TO THE BIDDER (ANNEXURE A)

- 10.1. The bidder must furnish the following details of verifiable past and current contracts
- (i) Date of commencement of contract/s;
 - (ii) Value per contract; and
 - (iii) Contract details. That is, with whom held, phone number and address/s of the Companies.

10. EQUAL BIDS

- 10.1. If functionality is part of the evaluation process and two or more bidders score equal total points and equal points for specific goals, the contract must be awarded to the bidder that scored the highest points for functionality.
- 10.2. If two or more bidders score equal total points in all respects, the award shall be decided by the drawing of lots.

11. INVOICES

- 11.1. All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.
- 11.2. 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) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

12. IRREGULARITIES

- 12.1. Companies are encouraged to advise the Department of Agriculture and Rural Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

13. JOINT VENTURES

- 13.1. In terms of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 13.2. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 13.3. The non-submission of a BBBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes.
- 13.4. Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- 13.5. The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 13.6. The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

14. LATE BIDS

- 14.1. Bids are late if they are received at the address indicated in the bid documents after the Closing date and time.
- 14.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

15. NOTIFICATION OF AWARD OF BID

- 15.1. Successful tenderers who have qualified shall be notified via an advert in the same media as the invitation to tender.

16. PAYMENT FOR SUPPLIES AND SERVICES

- 16.1. A contractor shall be paid by the Department in accordance with supplies services Rendered.
- 16.2. Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.
- 16.3. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
 - (i) Contact must be made with the officer-in-charge of the District Office;
 - (ii) If there is no response from the District Office, the Director: Finance must be contacted;
- 16.4. Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements shall affect payment.

17. PERIOD OF CONTRACT

- 17.1. The contract will run for a period of 36 months.

18. QUALITY CONTROL/ TESTING OF PRODUCTS

- 18.1. The Department reserves the right to visit premises of the recommended service provider.
- 18.2. If it is discovered that the service provider is not in accordance with the information provided, the following shall occur:
 - (i) Possible cancellation of the contract with the contractor;
 - (ii) Reporting such negligence by the contractor to the Provincial and National Treasury for listing on the restricted suppliers' database.

19. SPECIAL CONDITIONS OF CONTRACT

- 19.1. The bid is issued in accordance with the provisions of the Public Finance 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 terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

20. SUPPLIERS DATABASE REGISTRATION

- 20.1. A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.
- 20.2. A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

NB: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIERS DATABASE, THE BIDDER SHALL BE DISQUALIFIED.

21. TAX AND DUTIES

- 21.1. During quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

22. TAX COMPLIANCE PIN

- 22.1. The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 22.2. Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

23. UNSATISFACTORY PERFORMANCE

- 23.1. Unsatisfactory performance occurs when performance is not in accordance with the Contract conditions.
- (i) The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official shall:

- (a) Take action in terms of its delegated powers; and
 - (b) Make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- (ii) When correspondence is addressed to the contractor, reference shall be made to the contract number/item number/s and an explanation of the complaint.

24. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

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

25. VALUE ADDED TAX (VAT)

- 25.1. Bid prices must be inclusive of 15% VAT.
- 25.2. Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 25.3. For the purposes of calculating preference points, VAT shall not be considered during quotation process.

PART D: BID DISQUALIFYING FACTORS

1. All bids received shall be evaluated on the following phases of evaluation:

- (i) Stage one : Administrative Compliance
- (ii) Stage two : Functionality Criteria
- (iii) Stage three : Price and Special Goals

2. Compulsory administrative compliance:

- a) Bids must meet the Special Terms and Conditions in all aspects as stipulated in the bid document.
- b) Annexure A (Bidder's experience) must be completed and signed by the bidder.
- c) All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- d) Use of correction fluid is prohibited.
- e) Any alterations must be initialled.
- f) Under no circumstances may bid forms be retyped or redrafted.
- g) Central Suppliers Database registration number.

3. Compulsory Documents, must be submitted with a bid:

- a) **Section I (AUTHORITY TO SIGN A BID)** must be correctly and completely filled. Failure to do so, will result in a bid disqualification.
- b) Financial capacity: A pending approval letter from financial institution (i.e. Bank Letter) will not be considered.
- c) An original or certified copy of a valid BBBEE certificate or valid sworn affidavit.
- d) List of firearms in the name of the Company, not leased firearms.
- e) Firearm Licenses for the list of firearms provided in point (d) above, Licenses must be in the company name.
- f) Public Liability Cover insurance / Public Liability Cover Insurance Quotation (Quotation not older than one month)
- g) A letter of good standing from PSIRA (not older than 12 months for both the company and the owner)
- h) A valid copy of the IRMSA Corporate Membership Certificate
- i) A valid ISO certificate: ISO 9001 - 2015
- j) Clearance certificate for all directors from South African Police Services.
- k) A letter of good standing for COIDA (Workmen's Compensation Fund) from Department of Labour not older than 12 months
- l) License/s from I.C.A.S.A or lease agreement from an accredited service provider.
- m) Proof of ownership of vehicles (certified copy of disc/logbook) or an authentic lease agreement (between bidders and lessor)with certified copies of disc/log book for the vehicles required to render the service for the entire duration of contract.

4. Functionality Evaluation Criteria

- a) The bid documents will be evaluated individually on score sheets, by a Representative evaluation panel, according to the below mentioned evaluation criteria (relevant experience, resources, locality, and methodology).
- b) All service providers who score less than minimum functionality score of 75 points will not be considered into the next stage.
- c) The evaluation criteria are as in Table 1 below:

NO	EVALUATION MATRIX	DESCRIPTION	POINTS	MEANS OF VERIFICATION
1.	Relevant Experience	<p>Previous experience of a bidder in providing Security Services Projects, bidders to submit experience in projects undertaken for a period of minimum six (6) months, uninterrupted service, with a minimum number of 30 guards on site in possession of minimum Grade C</p> <p>Five (5) points will be allocated per project (maximum of Five (5) contracts executed)</p>	25	<p>Proof of Purchase order / Appointment letter. & Reference letter / proof of payment for those projects submitted</p> <p>One of the above to reflect the following:</p> <ul style="list-style-type: none"> • Description of service provided. • Duration • Project cost <p>For each project attached as experience must all appear on Annexure A.</p> <p>(NB: To obtain the maximum of 5 points per project, the bidder should submit the combination of the above documents)</p>
2.	Resources	<p>Financial Capacity</p> <ul style="list-style-type: none"> • Proof of Financial capacity with any registered Financial Board e.g. FSB, NCR etc. of at least R2 Million or more. <p>Human Resources Management Proof of company's Human Resources and Supervision Abilities</p> <p>Transportation / Fleet Proof of ownership/lease agreement for vehicle(s)</p>	<p>20</p> <p>5</p> <p>10</p>	<p>Evidence of credit facility with manufacturer/supplier or Bank balance of at least R2 million with a Registered Financial Institution (company name) or Evidence of access to any legal funding instrument (e.g. Letter of intent)</p> <p>Business Profile and Organogram of the organization as well as Curriculum vitae (CV's, Relevant certificates and PSIRA) of key personnel</p> <p>For Company owned vehicle/s: Certified copy of Disc/ logbooks Or For leased vehicle/s: Lease agreement and Certified copy of Disc/ logbooks from a lessee's name (Fleet to include the following to score the maximum</p>

				point): <ul style="list-style-type: none"> • Bakkies • Private cars (e.g., Hatchback and sedans) • Quad Bikes (At least an Affidavit confirming ownership or proof of purchase)
3.	Methodology	How the project will be implemented? Time frames must be clearly indicated. The project plan must indicate how maintenance and support will be provided.	10 (5) (5)	All two points listed below must appear in the methodology to get the maximum points: <ul style="list-style-type: none"> • Execution plan & Innovative procedures to be used • Reporting and recording Systems
4.	Locality	Proof of Physical address <ul style="list-style-type: none"> • Office of Bidder outside borders of KZN = 05 pts • Office of Bidder within borders of KZN = 30 pts 	30	Lease agreement/ Municipal Utility Bill/Copy of Bank Statement (first page only) with address
		Minimum Passing Score	75	
		TOTAL	100	
* NB : Compulsory – if service provider meets the Minimum Functionality Threshold, but fails to score a minimum of 15 points in Experience and maximum points on Resource, the bidder will be disqualified				

5. Price and Specific Goals

- a) Procurement above R1M to R50M (80/20) and procurement above R50M 90/10 the Department will allocate the Specific goal points as follows:
 - (i) **An EME or QSE entity which is 100 % Black owned will be awarded 20/20 or 10/10 points (as per the provisions of KZNDARD SCM Policy)**
 - (ii) **Responses received either the 80/20 or 90/10 preference point system the department will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.**
- b) This must be supported by a CIPC or BBBEE certificate or affidavit or Shares certificate register or CSD report.
- c) Ownership verification will be conducted through CIPC, CSD and BBBEE Certificate/affidavit.

NB. The Department reserves the right to verify all information submitted. Non-compliance with the above shall result in elimination from further evaluation. Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies. Original certification should not be older than six (6) months. Failure to comply with this requirement shall invalidate the bid submitted.

ANNEXURE A

Previous/Current Contract *(Documents and/or an extended list may be attached for further details)*

	Client Name	Nature of Service	Contract Value	Period of Contract	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTAL VALUE					

Signed on behalf of bidder:	Date:
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ANNEXURE B

PRESCREEN and VETTING (Certified Copy of ID documents must be attached and/or an extended list may be attached for further details)

	Name of Security Personnel (Name and Surname)	Position	ID Number	Contact (Work / Cell Number)	Signature
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					

Signed on behalf of bidder:	Date:
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SECTION K

NUMBERS AND GRADES OF SECURITY OFFICERS REQUIRED PER SITE

The security service must be rendered seven days a week including public holidays, twenty-four (24) hours a day on a two (2) shifts of twelve (12) hours per shift.

The posting of security personnel should be as follows:

CLUSTER 5

King Cetshwayo and Zululand District Offices need **129** number of guards

INSTITUTION/ OFFICE	NUMBER OF GUARDS REQUIRED		
		Night Shift	Day Shift
King Cetshwayo District (91)		45	46
King Cetshwayo District Office	Area 3	04 (02 armed)	04 (02 armed)
Umlalazi Local Office	Area 3	02	02
Nkanla Local Office	Area 3	02	02
Umhlathuze Local Office	Area 3	02	02
Umthonjaneni Local Office	Area 3	02	02
Nsingweni training Centre	Area 3	02 (01 armed)	02 (01 armed)
Umfolozi Local Office	Area 3	02	02
North Service Centre (NRB)	Area 3	02	03
Owen Sithole College	Area 3	27(08 armed)	27(08 armed)
Zululand District (38)		18	20
Zululand District Office	Area 3	02	02
Ulundi Local Office	Area 3	0	02
Ulundi Vat	Area 3	02	02
Nongoma Local Office	Area 3	02 (Armed)	02 (Armed)
Nongoma Vet	Area 3	02	02
Dumbe Local Office	Area 3	02	02
Babanango Sub Local	Area 3	02	01
Belgrade Sub Local	Area 3	02 (01 armed)	02 (1 armed)
Pongola Local Office	Area 3	02	02
Abaqulusi Local Office	Area 3	02 (01 armed)	03 (01 armed)

Public Liability Cover insurance R2 500 000.00 (Two Million Five hundred thousand Rand)

BIDDER'S SIGNATURE: _____

DATE: _____

¹ The price quoted is for the twelve hour shift.

² The monthly cost should include all additional (Non-wage) costs

³ The monthly cost per office is calculated by multiplying number of guards with the unit price.

Bidders must provide the breakdown of the cost provided in the above table for each institution that they tendered. Bidders may reproduce copies of this page in order to provide the breakdown for each institution.

ANNEXURE C: (1)

AREA 3

BREAKDOWN OF COSTING FOR, KING CETSHWAYO DISTRICT OFFICES (CLUSTER 5)

NAME OF BIDDER..... TOTAL COST PER MONTH

BREAKDOWN OF COSTING FOR KING CETSHWAYO AND ZULULAND DISTRICT OFFICES

Description		Grade		
		A	B	C/D/E
MONTHLY SALARY				
HOURLY EQUIVALENT RATE				
Ordinary time:	i) Primary Sec Officer			
	ii) Relief Sec Officer			
Sunday pay premium				
Public holiday premium				
Security Officer Premium Allowance				
Leave provision				
Sick Leave				
Study leave				
Family responsibility Leave				
Night shift allowance				
Long Service bonus (5 Years average)				
Statutory Annual Bonus				
SUB TOTAL				
UIF				
Hospital Cover				
Provident fund				
COID/WCA				
Bargaining Council Levy				
PSIRA 'per SO' 'Fee				
Set of Uniform				
Training (Skills Development Levy)				
Cleaning Allowance				
TOTAL DIRECT COST				
Share of Overheads				

TOTAL COST PER MONTH			
(CLUSTER 2)			

OFFICES		Night ¹ Shift	Day ¹ Shift	UNIT COST PER MONTH ² (R)	TOTAL COST (PER OFFICE) (R) 36 MONTHS
King Cetshwayo District					
King Cetshwayo District		04 (2 Armed)			
			04 (2 armed)		
Umlalazi Local Office		02			
			02		
Nkandla Local Office		02			
			02		
Umhlathuze Local Office		02			
			02		
Umthonjaneni Local Office		02			
			02		
North Service Centre (NRB)		02			
			03		
Nsingweni Training Centre		02 (01 armed)			
			02 (01 armed)		
Mfolozi Local Office		02			
			02		
Owen Sithole College		27 (08 armed)			
			27 (08 armed)		
Owen Sithole College <u>Additional Requirements:</u> <ul style="list-style-type: none"> • Shotguns (5) day and Night • Pistols (03) day and night • Pepper Sprays (05) 		27 (08 Armed)			
			27 (08Armed)		

• Quad Bike (1)					
ZULULAND DISTRICT					
Zululand District Office		02			
			02		
Ulundi Vat Office		02			
			02		
Ulundi Local Office		0			
			02		
Nongoma Vet		02			
			02		
Nongoma Local		02 armed			
			02 armed		
Dumbe Local Office		02			
			02		
Belgrade Sub Local		02 (01 armed)			
			02 (01 armed)		
Abaqulusi Local Office		02 (01 armed)			
			03 (01 armed)		
Pongola Local Office		02			
			02		
Babanango Sub Local		02			
			02		

Public Liability Cover insurance R2 500 000.00 (Two Million Five hundred thousand Rand)

BIDDER'S SIGNATURE: _____

DATE: _____

¹ The price quoted is for the twelve hour shift.

² The monthly cost should include all additional (Non-wage) costs

³ The monthly cost per office is calculated by multiplying number of guards with the unit price.