

# REPUBLIC OF SOUTH AFRICA



## EASTERN CAPE PROVINCE

### DEPARTMENT OF AGRICULTURE

#### PROVISION OF COMPREHENSIVE SECURITY SERVICES AT ADELAIDE RESEARCH STATION FOR A PERIOD OF THREE YEARS (36 MONTHS)

**BID No: SCMU8-25/26-0118**

<b>TENDERER:</b>	
<b>CSD NUMBER:</b>	
<b>SPECIFIC GOALS:</b>	
<b>CLOSING DATE:</b>	<b>02 MARCH 2026</b>
<b>CLOSING TIME:</b>	<b>11:00 am</b>
<b>BID AMOUNT INCLUSIVE OF ALL APPLICABLE TAXES</b>	<b>R.....</b>

PREPARED BY:

#### SUPPLY CHAIN MANAGEMENT

DEPARTMENT OF AGRICULTURE  
PRIVATE BAG X0040  
BHISHO, 5605

Administrative enquires:

E-MAIL: [Nompha.Mfunda@ecagriculture.gov.za](mailto:Nompha.Mfunda@ecagriculture.gov.za)

Technical enquires:

Mr M.Mlenze

TEL: **082 8549 127**

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## CHECK LIST

Please ensure that all the following documents have been submitted with your Bid / tender document. Failure to submit these documents could result in your quotation/bid being seen as unresponsive.

Description	Done
<b><u>Tax Status Verification for Price Quotations and Competitive Bids</u></b>  Tax Compliance status and company directors of bidders will be verified on the CSD for all price quotations and competitive bids. Tax status must remain Compliant for conducting business with state.	
Copy of company registration or CK documents to be submitted	
All forms and verification documents are attached to qualify for preference points as per each specific goal.	
Joint Venture: In the case of a joint venture a Joint Venture Agreement or an Intention to form a Joint Venture Agreement must be attached	
This tender will be subject to the Government Procurement: General Conditions of Contract of July 2010	

Please ensure that all the following sections of the Quotation / Bid Document have been completed in full. Failure to comply will result in the Quotation / Bid being seen as unresponsive.

Description	
Section 3: 1. Detailed quotation (show breakdowns)	
Section 4: 1. Certificate of authority for signatory must be completed and signed in full. 2. Schedule of work carried out by the bidder must be completed. 3. Equity Ownership Declaration must be completed and signed in full. 4. <b>All SBD documents</b> must be completed signed in full and witnessed, failure to do so will result in the quotation/bid being eliminated.	

**ALL FORMS TO BE COMPLETED IN BLACK INK**

**NO CORRECTION FLUID TO BE USED IN THE DOCUMENT**

**CHANGES SHOULD BE MADE BY DRAWING A LINE THROUGH THE INCORRECT INFORMATION, AND INITIALING THE CHANGE**

**NO LATE QUOTATIONS / BIDS WILL BE ACCEPTED**

# BID NOTICE



## DEPARTMENT OF AGRICULTURE

PROJECT NO.	PROJECT DESCRIPTION
SCMU8-25/26-0118	PROVISION OF COMPREHENSIVE SECURITY SERVICES AT ADELAIDE RESEARCH STATION FOR A PERIOD OF THREE YEARS (36 MONTHS)

**AVAILABILITY OF DOCUMENTS** : **06 FEBRAURY 2026**  
**BRIEFING** : **17 FEBRUARY 2026 @ 11:00**  
**CLOSING DATE** : **02 MARCH 2026**

### BID NOTICE

BIDS are hereby invited from suitable and qualified service providers for the **PROVISION OF COMPREHENSIVE SECURITY SERVICES AT ADELAIDE RESEARCH STATION FOR A PERIOD OF THREE YEARS (36 MONTHS)**

Documents will be available as from the **06 FEBRUARY 2026**. Service providers should request documents via email from the Assistant Director SCM, Ms N Mfunda (email: [nomapha.mfunda@ecagriculture.gov.za](mailto:nomapha.mfunda@ecagriculture.gov.za)) between 08:00 and 16:30 from Mondays to Thursdays and from 08:00 to 16:00 on Fridays.

**There will be a compulsory site briefing on the 17<sup>th</sup> FEBRUARY 2026, 11:00, ADELAIDE RESEARCH STATION.**

The completed document and all supporting documentation must be placed in a sealed envelope clearly marked with the project number and description must be delivered to the tender / bid box situated at:

**OFFICE NO 45 , 1<sup>ST</sup> FLOOR**  
**UIF BUILDING**  
**BHISHO**

By **11.00am on 02 MARCH 2026 AT 11:00** when the BIDS will be opened in public.

Prospective service providers must take particular note of the following:-

1. Bids received will be evaluated according to 80/20-point system, were 80 points will be scored toward price and the remainder 20 points according to the specific goals as detailed under specification. **Kindly note that all documentation listed that must be submitted to qualify for the preference points for each specific goal must be attached. Failure to attach will result in no allocation of preference points.**
2. All prospective bidders not registered on the **CSD AND LOGIS** must do so before the closing date of the bid, as bids cannot be awarded to bidders not registered on the system.
3. **All prospective bidders must be registered with PSIRA. Registration must be active.**
4. Tax compliance and company directors of bidders will be verified on CSD for all price quotations and bids.
5. Failure to supply all supplementary information will result in the tender being deemed an incomplete tender and will be disqualified.
6. If specifications are not adhered to the DEPARTMENT OF AGRICULTURE reserves the right to terminate the contract.
7. Bidders are to submit the supplier arrangement form in the event that bidder is a general dealer.
8. Suppliers and Service Providers are to provide references to confirm previous delivery of similar nature were delivered satisfactorily in order for DOA to perform risk assessment.
9. The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc."
10. Use of correction fluid will result in a bid being non responsive.

The DEPARTMENT OF AGRICULTURE will not entertain any late submissions. **Closing time is 11:00 the 02 MARCH 2026.**

All proposals shall hold good for 90 (ninety days) after bid closing date. The lowest or any bid will not necessarily be accepted. Electronic, telegraphic or facsimile bids will not be considered.

Enquiries should be directed to Mr M. Mlenze @ 082 8549 127 & Ms N. Mfunda @ 040 602 5311 (Administrative)

# 3 BID RULES

## Annexure: Standard Conditions of Tender

### F.1 General

#### F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

#### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### F.1.5 The employer's right to accept or reject any tender offer

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

### F.2 Tenderer's obligations

#### F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

### **F.2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **F.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

### **F.2.12 Alternative tender offers**

**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer

together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

### **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

### **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### **F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

### **F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment

of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

#### **F.2.18 Provide other material**

**F.2.18.1 Provide**, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2 Dispose** of samples of materials provided for evaluation by the employer, where required.

#### **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

#### **F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

#### **F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

#### **F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

#### **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

#### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

#### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

#### **F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.



**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### **F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**F.3.9.2** Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

### **F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the advertised evaluation criteria utilizing either:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### **F.3.11.2 Scoring Financial Offers**

The points scored for the financial component will be calculated using the formula as set out in form ECBD 6.1 – PURCHASES, paragraph 5.

#### **F.3.11.3 Scoring quality (functionality)**

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

### **F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **F.3.13 Acceptance of tender offer**

**F.3.13.1** Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

**F.3.13.2** Accept the tender offer; if in the opinion of the employer, it does not present any risk to the department.

**F.3.13.3** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted through same medium utilized for advert.

### **F.3.15. Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

### **F.3.17 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **F.3.18 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

## 4 TERMS OF REFERENCE

### **PROVISION OF COMPREHENSIVE SECURITY SERVICES AT ADELAIDE RESEARCH STATION FOR A PERIOD OF THREE (3) YEARS.**

#### **1. BACKGROUND**

The Department of Agriculture requires a service of a qualified service provider to offer security management services to ensure safety of the departmental assets (including biological assets), information, buildings and personnel in terms of the following legislations:

- Control of Access to Government Buildings and Vehicles Act, no. 54 of 1985,
- Criminal Procedures Act, No 51 of 1997,
- The Firearms Control Act 60 of 2000, Section 10, 34, 90 and 106
- Private Security Industry Regulation Act 56 of 2001
- Occupational Health and Safety Act, no. 85 of 1994 as amended
- Trespass Act 6 of 1959

The department has a research station situated outside Adelaide where the department has Personnel, dam water and municipality water, (including fixed assets, moveable assets, fleet vehicles and, personnel vehicles) implement shed and goat's shelters in the camps, Boer goats. The following is the table showing the size of the farm institution.

NAME OF INSTITUTION	FARM HECTORS
Adelaide research station	+ 2100

A new threat facing these facilities has been volatile community dynamics that have led to blatant trespassing, vandalism, stealing of fishes and orchards and instances violent demands to access and grazing of animals (community) on these facilities. As a result, the Department In-house security services have not been able to cope with these threats due to capacity limitations and resources. It was then decided that these institutions need to be secured through private security services. The approach would allow the department to aggregate its current capacity and improve its efficiency in the research farms.

#### **2. PROJECT DESCRIPTION**

Adelaide research station is made up of 2100 hectares together, Boer goats, cattle, sometimes LIS livestock kept there for the Hon: MEC to issue them to the applicant farmers/ beneficiaries' agricultural equipment and facilities, infrastructure buildings.

#### **3. SCOPE OF WORK**

The Department of Agriculture invites prospective service providers to provide comprehensive security service 24/7. The Service provider must be competent, trustworthy and must have the required equipment and be able to meet the following standard:

- Patrolling of premises
- Access control
- Screening or scanning of personnel, visitors and vehicles
- Assets safeguarding and monitoring
- Personnel and members of the public escorted where is required
- Protection of buildings within premises and general crime prevention measures that will be agreed upon

The specific duties of security personnel shall be as described in detail and will be contained in the agreement to be signed with the successful service provider before commencement of rendering service.

### **3.1 Security Coverage:**

The service provider will cover all areas, including farm and grazing land/camps, counting of livestock, Implements buildings, staff accommodation, and parking lots. Access control. Locking main entrance gates after hours. Patrolling clock point system to be installed by company.

**3.2 Hours of Operation:** Security services are required 24/7, including public holidays and weekends.

### **3.3 Types of Services:**

- The service provider must ensure that there is continuous 24-hour coverage per day and 7 days per week security service at the above-mentioned sites for a period of 3 years.
- Service provider is expected to do any of the following:

#### **3.3.1 PATROLLING**

- Foot Patrols, Quad bikes patrols and vehicle patrols depending to the site demand, monitoring and tracking vehicles entering the premises and visitors (including on foot), access control, emergency response, and instant incident reporting checking for any abnormal/irregular activities being carried and/ or damages incurred within the premises, including vehicles, machinery and equipment and findings must be reported to security/ project manager.
- Entries of findings must be made on security's pocketbook with the intention of transferring onto occurrence book must be dully recorded when conducting patrolling procedures indicating the person(s) conducting such procedures, the time of starting, what was discovered (e.g. locked and unlocked offices) and remedial actions taken
- Security officers on duty must patrol the buildings, grounds
- The security service provider must ensure that the following services are always provided
  - The protection of DOA's property at the intended site against theft, vandalism and / or any other criminal acts.
  - The protection of DOA's officials against injuries, death, or any offence, including offences referred to in schedule 1 of Criminal Procedure Act, (Act 51 of 1977); and
  - The protection of public premises and vehicles in terms of the Control of Access to Public Premises and Vehicles Act, (Act No.53 of 1985)
  - Protection of students and lectures on the premises when they visit for learning purposes in the institution.
  - Patrolling of premises –foot patrollers
  - Counting and patrolling livestock camps
  - Daily and weekly reporting on livestock counts and incidents
  - Assets safeguarding and monitoring
  - Prevention of illegal hunting and chopping of woods at the institutions.
  - Patrolling of the boundary fence line on foot, Quad bikes, vehicle.
  - Securing and locking the office complex and building before and after work.
  - Protection to buildings within premises and closing the windows that are left open and general
  - Dealing with CCTV cameras already installed at the research and monitoring of such in the control room to the sites employer has already installed them.

#### **3.3.2 ACCESS CONTROL**

- Security officers shall possess valid PSIRA registration certificates and be conversant with access control and other relevant procedures
- Security personnel must ensure that the access control procedures are conducted as prescribed and details of individuals, and vehicles entering and exiting the premises must duly recorded.
- The security officers must be polite and courteous towards the personnel, visitors and clients but without deviating from set procedures
- Perform searches on vehicles and ensure that there are no dangerous weapons being carried into the premises except for SAPS officials when carrying out their duties.

- Security personnel must ensure therefore the vehicle driver and passengers visiting the premises possess the required authority or good reason to be on the premises
- Proper registers for access control must be maintained, the register/forms must be completed correctly and in legible manner by the Security and must have at least the following:
  - Date of visit
  - Admission and exit times of visitor to and from the site
  - Surname and initials of the driver
  - Home or work address of the driver
  - Registration number of vehicles
  - Name of person to be visited
  - Purpose of the visit
  - Number of passengers
  - Signature of driver

### **3.3.3 ASSETS SAFEGUARDING AND MONITORING**

- This service relates to safeguarding of departmental assets and personnel assets and monitoring in accordance with standard practices and procedures in the security industry.
- Proper recording of incoming and outgoing of assets must be strictly adhered to without fail and must include at least the following:
  - Date of visit
  - Admission and exit times of the visitor to and from site
  - Surname and initials of the official/visitor
  - Asset description and quantity
  - Barcode and/or serial number
  - Home or work address of the visitor
  - Official identity or passport number of visitor
  - Name of person to be visited
  - Purpose of visit
  - Signature of official/visitor

### **3.3.4 PROTECTION TO BUILDING WITHIN PREMISES AND GENERAL CRIME PREVENTION MEASURES**

- Security personnel must take responsibility for providing protection of personnel, protection of property and assets and belongings within premises, protection of information and execute other security functions as required by Security Services Manager
- Security officers must prohibit any person/s entering the premises who are armed, except for SAPS members while executing their duties is to be strictly controlled.

The following are expectations from security services officers on site:

- To act as authorized officers in terms of the Control of Access to Public Premises and Vehicles Act 53 of 1985
- To record incidents/events in an occurrence register and report such occurrences to personnel responsible for security
- Access control records, vehicle registers must be always kept without failure and must include all the details stipulated in the SLA that will be signed by both parties.
- Enforce DOA's security policy, systems and procedures – detailed duties of security officers at each security post will be discussed with successful service provider

### **3.3.5 Personnel Requirements:**

Security personnel must have a minimum of 3 years of experience, relevant certifications, and undergo background checks. The service provider or the bidder must provide a competent security personnel who undergo firearm competency training in all shifts to avoid firearm to be locked on a safe.

### **3.3.6 Security officers & Supervisors**

- Security officers must be PSIRA registered with Grade C
- Supervisors must be PSIRA registered with Grade B and a minimum of 5 years working experience in the Security Industry and with valid driver's license.
- Company owner, Security officer and Supervisors must be South African Citizens.
- Both owners and supervisor/s must provide police clearance in respect of criminal offences (a receipt as proof of payment would be accepted).
- Employed officials must be able to communicate in IsiXhosa language and English so as to prevent any language barrier.
- Security personnel must have sober habits and portray a professional attitude.
- Security officers must not be younger than 18 years of age.
- Supervisors and security officers shall comply with the functions and duties as per SLA.
- Supervisors must reside, for the duration of the contract, in the relevant area where services must be rendered.
- Service providers must give preference officers from the local municipality area where services are rendered by having 50% if them in the employment.

#### EXPECTATION:

#### NUMBER OF SECURITY PERSONNEL REQUIRED PER SATELITE AND SHIFTS

ADELAIDE RESEARCH FARM				
NO:	DISCRIPTION	DAY SHIFT	NIGHT SHIFT	QUANTITY
1.	Grade C security officers	10	10	20

Security	Grade	No
Security Supervisor	Grade B	1 per shift
Security Guards	Grade C	2 per site shift
Patrol Vehicle	Company Owned; Dedicated Patrol Vehicle Branded 4x2 Bakkie/ 4x4Bakkie foot patrols or Quad bikes	1 per site or Quad bike
Firearms	Company Licensed	1 per shift (licensed to company and to Supervisors and Security Guards assigned to Adelaide. Provide proof of individual license and firearm training to all armed personnel (valid firearm competency)
Equipment	Car license disk	1 (incoming and outgoing) cars
	Scanner	
	Two-way radios/ PTT or cell phone radio	As stated above
	CCTV and related equipment on critical area	Where department installed

Please note:

##### 3.3.6.1 In all the shifts there

- must be a supervisor and site leaders
- must be visible patrol vehicle or Quad Bike
- must be 1-armed security guards as per site.

##### 3.3.6.2 Work

- Patrolling
- Access control, for incoming and outgoing vehicles and people
- CCTV Monitoring if applicable.

### 3.3.6.3 Reporting

- Daily/ Handing over reports between day and night shift
- Monthly reports every last day of the month
- Occurrence book, a copy will be submitted to the institution on a monthly with the report.
- Access control register will be submitted to the institution on a monthly with the report.
- Firearm licences copy with change of guards in a file

### 3.3.6.4 Deliverables

The successful bidder must provide the security personnel required as follows:

- ❖ **2 x Armed Security Officers, Grade C – Nightshift:** 18:00 to 06:00 Monday to Sunday (including Public Holidays).
- ❖ **2 x Armed Security Officers, Grade C – Dayshift:** 06:00 to 18:00 Monday to Sunday (including Public Holidays).
- ❖ Firearms to be utilized during the day and night shift (24/7)
- ❖ Site visit by Security Supervisor or Area Manager must both have Grade A/B (1 sites visits per day and 1 site visit per night – 7 days a week)
- ❖ Means of provision for security supervisors to patrol their guards should be considered.

### 3.4 Equipment and Technology:

Tools required	Quantity per site
Hand metal detectors	Two
Two-way radios/push to talk (PTT) or cellphone radio	One each officer
Battery operated torches or rechargeable torches	One each officer
Batons	One each officer
Tools required	Quantity per site
Occurrence book and attendance register	One each site
Handcuffs set for every officer on duty	One each officer
Pocket books with pens etc.	One each officer
Lost and found register	One each site
Security clocking points to be installed by the Company	Depending on site demand
Firearm	2 (9mm Parabellum)
Quad bike patrols, vehicle patrols or foot patrols	Depends on site demand
Vehicle disc scanner for all vehicles entering the premises and daily report of number of vehicles entered issue out	Two per main gate
Name tags, PSIRA card for identification and uniform	One of each officer
Response vehicle	

**3.5 Uniforms and Identification:** Security personnel must wear uniforms and carry identification badges at all times or uniform to reflect their proper names.

- Security guards must be in full company uniform.
- Each security must at all the times have a valid PSIRA Card visible.
- Guards must have all required equipment as per work requirements.
- The following standard uniform will be required from the service provider:

<b>Male security</b>	Full corporate uniform applicable to security sector, including full pants, shirts, pullover, blazer, black shoes
<b>Female security</b>	Full corporate uniform applicable to security sector, including skirt/trousers, shirts, pullover, blazer, stockings, black shoes

- The service provider must ensure that each member of his security personnel will always be equipped with neat and clearly identifiable uniform of the security company contracted, which will include matching raincoats and overcoats for rainy and extreme cold conditions respectively



- Personnel must wear a clear identification card of the company or service provider with the member's photo, identification, and grading always when on duty or on site
- Security officers assigned to offices must have valid PSIRA certificates and display valid PSIRA cards when on duty

### 3.6 Compliance and Legal Requirements (Compulsory Documentation)

- **Licensing and Certification:** The service provider must comply with all local, provincial, and national regulations and hold necessary licenses.
- Proof of Registration with Department of Labour (COIDA certificate). Compensation for Occupational Injuries & Diseases Act
- Proof of UIF registration
- Proof of Firearms Licence a
- VALID PSIRA Certificate for the company
- VALID Police Clearance for the owner
- ICASA license (Independent Communication Authority of South Africa) for the radio communications (Type Approval Certification and Radio Frequency Spectrum License)
- **Insurance:** The provider must have liability insurance coverage of at least R2 million. Proof of Public Liability Insurance with a reputable or recognized business insurer, minimum R2m cover.

**Failure to submit the valid document on the document listed above will result in your submission not be taken into consideration and not processed further.**

## 4 Service Level Agreements (SLAs)

- **Response Times:** Security personnel must respond to incidents within 5 minutes.
- **Performance Metrics:** Monthly performance reviews based on incident response rates, patrol frequency, and customer satisfaction.
- **Training and Development**
  - Initial Training: Security personnel must undergo initial training on site -specific protocols.
  - Ongoing Training: Regular training sessions on new security technologies and procedures.
- **Reporting and Communication**
  - Incident Reporting: Security personnel must report incidents using a standardized format within 24 hours.
  - Regular Meetings: Monthly meetings between the service provider and DOA representatives to review performance.
- **Health and Safety**
  - **Safety Protocols:** Security personnel must follow health and safety protocols, including COVID-19 guidelines.
  - **Emergency Procedures:** Procedures for handling emergencies such as fires, medical emergencies, and security breaches.

## 5 COMPETENCY AND EXPERTISE REQUIREMENTS OF SERVICE PROVIDER

- 5.1 The companies interested in responding must meet all the requirements of the Private Security Industry Regulatory Authority (PSIRA), PSIRA Act, Act 56 of 2001
- 5.2 The service provider must be able to provide 24-hour, 7 days a week armed response reaction back-up unit in close- proximity.
- 5.3 All security personnel must be fully conversant with emergency plans and procedures on site and shall give their full support in the event of an emergency
- 5.4 Security officers should not work for more than 12-hour shifts.
- 5.5 The service provider must always have detailed procedure manuals for all security functions available on site and these manuals must be submitted for the approval of deficiencies in the Procedure Manuals after its initial approval.
- 5.6 Salaries must comply with PSIRA rates and a sample pay slip to be attached.
- 5.7 Tax compliance status of all bidders will be verified on CSD

- 5.8** Company profile depicting the extent of experience, particularly in rendering security services to similar size or bigger projects with **contactable references**.
- 5.9** Service provider must undertake to provide a certain and reasonable number of additional staff as requested by department for the rendering of services at the site during crisis
- 5.10** PSIRA compliance audit on the company appointed must be conducted at least once in twelve months by PSIRA Inspectors and it is the responsibility of the company to invite PSIRA for the inspections and audit reports and findings to be submitted to the department.
- 5.11** Service provider must have an office in the area.
- 5.12** The service provider rendering services must provide a back-up communication system to be used during emergencies for direct contact with their base station (e.g. cellphone, radio, etc.)

## **6 SPECIAL CONDITIONS**

- 6.1** Only companies registered as Security Services and PSIRA valid affiliates must respond to this invitation
- 6.2** Company Directors will be verified on CSD
- 6.3** Copies of Identity Documents of shareholders must be attached
- 6.4** It remains the prospective service provider's responsibility at its expense to visit the site and evaluate to determine the size and magnitude of work involved in rendering the service required
- 6.5** Service provider must ensure that security personnel allocated to this project meet all the requirements of grading and training as always stated in the tables above
- 6.6** The response to this invitation must be accompanied with full details of previous or current references for similar projects with contact details for verification
- 6.7** The supervisor must maintain contact with the department representative at the site to verify and handle mutual complaints, problems, bottlenecks and requests concerning the rendering of service. At least once per quarter, formal discussions must be held and minutes taken, which must be kept by the department representative.
- 6.8** When the service rendered is interrupted or temporarily deferred because of Labour unrest, Labour dispute, civilian disorder, a local or national disaster or any cause beyond the control of the service provider, parties must come to an agreement on the methods to ensure continuation of the security service.
- 6.9** The service provider will be held liable for any damage or loss suffered by the department because of the service provider's own or its employee's negligence or intent which originated at the project site.
- 6.10** Department is indemnified against any liability, compensation or legal expenses in respect of loss of life or injuries, which might be sustained by the security personnel during the execution of their duties.
- 6.11** The service provider must, at his own expense, take out comprehensive and sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative and in force for the duration of this agreement
- 6.12** If the appointed service provider at any time does not comply with the conditions of the contract or the specifications, the department reserves the right to adjust payments pro-rata in respect of short postings and/or services not rendered
- 6.13** No deviation from or breach or failure to comply with any conditions shall be deemed to be a condemnation, waiving or ratification of such deviation, breach or failure to comply, unless such condemnation, waving or non-fulfillment has been agreed upon in writing and approved by the department's Bid Adjudication Committee
- 6.14** Full details of training undergone by staff must be submitted with the bid for Fire-arm Competency, Formal Security Training, computer literacy, etc.
- 6.15** The contract will be terminated immediately should the service provider not comply with all the requirements and qualification in terms of PSIRA (Act 56 of 2001) and if so, the provider must notify the department thereof and remove any of its employees who no longer qualify as Security Officers from the site and replace them with compliant officers, failure to replace with suitable officers will result in immediate termination of the contract

## **7 BID CONDITIONS**

- No late or incomplete responses will be accepted.
- Suppliers must ensure that no services are rendered, or goods delivered without written confirmation from DoA.
- Only bidders who are registered on CSD as service providers or capable of being registered prior to the evaluation of submissions are eligible to submit bids. Bidders who are not registered on the CSD are not precluded from submitting bids, however bidders must compete with the CSD application

online, prior the closing date ([www.csd.gov.za](http://www.csd.gov.za) is the website). It is the responsibility of bidders to ensure that this requirement is complied with.

- Tax compliance status and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate are therefore no longer needed to be attached in the bid.
- The awarding of bid will be subject to the Service Provider's express acceptance of the Supply Chain Management general contract conditions.

DRDAR reserves the right:

- ❖ To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000) and PPPFA Regulation 2022.
- ❖ Not award bidders who have been awarded a significant number of security sites (minimum 3 active contracts) by the department across the department to eliminate risks.
- ❖ The decision will be determined based on premium to be paid as well the analysed risk at evaluation stage.
- ❖ To accept part of a tender rather than the whole tender.
- ❖ To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the goods & services offered by the bidder(s), whether before or after adjudication of the Bid.
- ❖ 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.
- ❖ To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

## **8 OTHER BID CONDITIONS**

- 8.1** The department will conduct risk assessment to determine the reasonableness of bidder's markup and overheads before recommendation of the award is made.
- 8.2** Company's experience cannot exceed registration period with PSIRA. Experience and testimonials prior to PSIRA registration will not be considered.
- 8.3** The bidder must have offices within the area where the services are needed. If the bidders do not currently have an office in the area, they must ensure that within three (3) months of award they open the office and submit to the department the address of the office.
- 8.4** The department will conduct in loco inspection to verify information submitted before the award.

## **9 EVALUATION CRITERIA**

The evaluation of the bids will be done in a two-stage process. Bidders who do not meet the Administrative Compliance Requirements (completion or attachment of Compulsory documents), shall not be considered for Stage 2 evaluation.

### **Evaluation Criteria for this procurement will be as follows:**

- **Evaluation will have two stages**
  - Stage 1(A&B): Administrative compliance and Functionality on Technical and Economic Development
  - Stage 2: Preference point system (Price 80 and Specific Goals 20)

### **STAGE 1A: Administrative Compliance**

- Bidder's proposal must meet the minimum requirements, and the required supporting documents must be submitted with the completed bid in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration.
- Submission of above listed returnable documents (Bullet 3.7)
- The Invitation to Bid (ECBD1) must be completed and signed.
- Pricing Schedule must be completed (ECBD 3.1).
- Bidder's Disclosure (SBD 4).
- In the event of a consortia/joint ventures, a signed agreement by all parties must be submitted with the bid.

- Submission of Valid CSD Report downloaded before the date of bid closure.

### **STAGE 1B: Technical and Functionality Evaluation**

Experience of the company with respect to specific aspects of the project with higher preference on having worked in the security sector particularly in agricultural institutions or establishments involvement in guarding agricultural equipment/implements and/ or similarly comparable projects.

#### **Emphasis on experience with provision of security around research institutions.**

- **Crowd Management and Management of Criminal Activities:** Prioritize creating a safe and secure environment including community unrest against the institution.
- **Proactive Measures:** Implement regular patrols and surveillance.
- **Technology Integration:** Use modern security technologies to enhance safety.

<b>MANDATORY REQUIREMENTS</b>	<b>SUBSTANTIATING EVIDENCE OF COMPLIANCE</b>	<b>Points Allocation</b>
<b>1 Company Experience in Provision of Security Services</b>  Experience of the company with respect to rendering security services in farming sector of +2100 hectares approximately <b>OR</b> an area of the same or more size and provided patrolling services in the area.	The bidder should provide proof of previous <b>relevant</b> experience. Bidders as per the <b>area of emphasis</b> attach signed reference letters from previous clients / customers specific to Security Services and patrolling. <ul style="list-style-type: none"> <li>• Five or more relevant reference – 40</li> <li>• Four relevant reference – 30</li> <li>• Three relevant reference – 20</li> <li>• Two relevant reference – 10</li> <li>• Less than two - 0</li> </ul> The reference letters must be on client letter head. The reference letter must contain the following info: <ul style="list-style-type: none"> <li>• Physical address where the service was rendered.</li> <li>• Contact details (email address, land line, cell phone)</li> <li>• Duration and value of the contract</li> <li>• Contract Performance</li> </ul>	<b>40</b>
<b>2 Security Service Transition and Reporting Plan</b> The bidder shall provide a detailed execution plan/methodology and reporting plan	The Security service transition and reporting plan must cover <ul style="list-style-type: none"> <li>• Activities &amp; milestones, (2)</li> <li>• Responsibilities, (2)</li> <li>• Communication plan (2)</li> <li>• Risk Management plan (2)</li> <li>• Monthly reports to be provided to the institution on security services provision (2)</li> </ul>	<b>10</b>
<b>3 Technical Team</b> An experienced technical team allocated to this project	All personnel provided by the service provider for this contract must have undergone and passed a security training course as prescribed by the PSIRA (Act 56 of 2001) as well as Board Notice 23 of 1994 (Copies of Grading Certificates of personnel be submitted). <ul style="list-style-type: none"> <li>• The leading Project manager CV with minimum 5 years' relevant security provision experience and a possible security services qualification of Grade A = <b>10</b></li> <li>• Supervisor (Company Firearm-Armed and licensed) (relevant Grade B) who will be fully visible and onsite continuously with <b>3 years relevant supervisory</b> security experience = <b>10</b></li> </ul>	<b>20</b>

<b>4</b>	<b>Financial capacity</b>  The service provider must demonstrate ability to pay security personnel	Proof of funds to execute the contract (a letter of an active credit facility from a financing institution or proof of sufficient funds in the form of a bank statement) Not Older than 3 months for either type of proof.  <ul style="list-style-type: none"> <li>R600 000 up to R 999 999 = <b>10</b> points</li> <li>R600 000 and below = <b>05</b> points</li> </ul>	<b>10</b>
<b>5</b>	<b>Locality of the service provider –</b> Proof of local supply as per the address in the CSD Registration Report	Local Municipality = 20 District Municipality = 15 Eastern Cape = 10 Other Province = 05	<b>20</b>
<b>TOTAL POINTS</b>			<b>100</b>

**Bidders who failed to score 60% on stage 1 will not proceed to stage 2 of evaluation.**

## **STAGE 2**

### **Price and Specific goals**

- Bids will be evaluated according to 80/20 preference point system, as prescribed in terms of the Preferential Procurement Policy Regulations 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA)

Price evaluation	80
Price or quotation offer under consideration	
<b>Total for price</b>	<b>80</b>
Specific goals	20
<b>Preference points promoted:</b>	
EME or QSE which is at least 51% owned by <b>Black people.</b>	5
<b>Located in the Eastern Cape Province</b>	2
EME or QSE which is at least 51% owned by <b>Women.</b>	7
EME or QSE which is at least 51% owned by <b>Youth (up to 35 years of age).</b>	4
EME or QSE which at least 51% owned by people with <b>Disability.</b>	2
<b>Total points</b>	<b>20</b>

**Please Note:** The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the PPPFA Act, the contract must be awarded to the tender scoring the highest points.

## **MEANS OF VERIFICATION FOR POINTS CLAIMED**

The listed documents below must be submitted to validate points claimed:

- **ID Copy**
- **CIPC (Company registration) and CSD report (the ownership status of the 2 documents must correspond in order to be awarded points).**
- For disability –
  - **Medical certificate**
  - **SASSA registration or confirmation of disability from a relevant authority**
- For locality –
- **Municipal rates account OR**
- **Letter from the councilor confirming residence OR Lease Agreement**

#### **10 COMPULSORY SITE INSPECTION AND BRIEFING**

Prospective service providers interested in responding to this advert must ensure that a suitably experienced representative must attend a compulsory site inspection must be attended by all prospective service providers and attending briefing meeting at the venue stipulated below:

Date :

Venue :

#### **11 CONTACT PERSON:**

**Mr. M Mlenze Technical**  
**082 8549 127**

## SCHEDULE OF ACTIVITY

***“FAILURE TO COMPLETE THESE SECTION TOGETHER WITH YOUR BID AS PART OF THE SUBMISSION WILL AUTOMATICALLY INVALIDATE YOUR BID”***

The schedule of activities should be a detailed breakdown of the operations which will be followed for the process of implementing the project. Such detailed plans shall be guided by the timeframes as spelled out below and shall at least consist of the following minimum data but shall not be restricted to only this information. This plan will be used as one of the tools to determine the functionality of the service when bids are evaluated.

1.1 Bidders must furnish the following information per annexure (CV) regarding their company as part of the bid and complete the attached questionnaire:

1.1.1 Number of staff presently employed, divided into

1.1.1.1 Management personnel; Full time.....Part time.....

1.1.1.2 Supervisor; and Full time.....Part time.....

1.1.1.3 Security Guards. Fulltime: .....Part time: .....

1.1.2 Address of Head Office.

1.1.3 Addresses of Regional Offices.

1.1.4 Business area.

1.1.5 Date since when the company renders Security services.

1.1.6 Detailed list of current and completed security contracts over the past five years (per annexure)

1.1.7 Annual turnover.

1.1.8 Names, postal address and telephone number(s) of bankers and the name of the contact person as well as approval that financial enquiries may be answered and financial statements that needs to be supplied on request.

**1.1.8.1 Annexure A regarding the financial position of the bidder and the guarantee offered must be completed (prior award) and part 1 must be certified by the bidder's banker or financial institution. A period of fourteen days will be granted to the successful bidder to provide as requested. Should this requirement not be complied with in full, the bid may be considered invalid.**

1.1.9 Name, address and telephone number of auditor(s), the name of the contact person and approval that financial enquiries may be answered and financial statements may be supplied on request.

1.1.10 The amount the firm is insured for against public liability and the name and address of the relevant insurance company as well as the policy number.

1.1.11 Details (type, make, model, number) of equipment to be used for the rendering of the service.

1.1.11.1 The names, identity numbers and street addresses of all partners must be indicated where persons, a partnership or a company comprising a partnership, bid.

1.1.11.2 In cases where a person, person, partnership, close corporation or company commences business for the first time, the following particulars must be furnished:

1.1.11.2.1 Who compiled or aided in the compilation of the business plan?

1.1.11.2.2 Who calculated or aided in the calculation of the bid prices?

1.1.11.2.3 Who acts in an advisory capacity to the company?

1.1.11.2.4 Who provides financial support? (If not rendered by a registered financial institution or Small Business Development Corporation (SBDC), give full particulars of this institution)

## **2 CAPACITY FOR WORK:**

Details of obligations that the bidder is currently engaged in, the nature thereof and with whom contact can be made for reference purposes must be submitted as an addendum to the bid. Failure to comply herewith may lead to the disqualification of the bid.

## **3 PRICE ADJUSTMENTS**

If bid price is not firm only applications for price adjustments in accordance with the Consumer Price Index will be considered as per the agreed formula indicated.

NB: Price adjustments must not occur more frequently than once a year. Prices for the first year must be firm.

## **4 SUPERVISION**

Bidders must give the assurance that all guards will be under proper supervision. Any liaison regarding daily needs will be through the supervisor and not directly with the guard.

## **5 INSURANCE**

The contractor must arrange the undermentioned insurance policies with a reputable insurance company or submit documentary proof that such policies are in effect, provided that written proof that the policies are still valid and premiums paid must be provided monthly. On failure to comply, the State reserves the right (but is not compelled to) to pay the premiums and to deduct such payments from money owing to the contractor.

- a) Accident insurance.
- b) Unemployment benefits insurance.
- c) Public liability in the name of the contractor as well as the State for an amount of at least R2 million.

## **6 TRADE PLAN**

The bidder must submit together with his bid a complete trade plan in which, amongst others, the following should be indicated:

- 6.1 The number of supervisors that will be employed.
- 6.2 The number of guards that will be employed.
- 6.3 The work method that will be followed for the execution of the contract.
- 6.4 What the different cycles for the execution of the work will be.

Prospective bidders must ascertain at the site the extent and nature of the work, the areas, etc. The bid may be rejected if this condition is not complied with.



## **CONTRACT CONDITIONS:**

### **1 ROUTINE ACTIVITIES IN OFFICES:**

Security work should under no circumstance disrupt the routine activities of the State.

### **2 WORKMANSHIP AND MATERIAL:**

All work must be of a high standard and executed to the satisfaction of the State.

All work aids, etc. must be of good and acceptable quality.

### **3 COMPLIANCE WITH ACTS AND REGULATIONS:**

All acts and regulations relating to security services must be strictly adhered to by the contractor.

### **4 ARBITRATION:**

Parties to this agreement confirm that it has been agreed that no dispute forthcoming from this agreement will be laid before the court. Any dispute arising in respect of any matter in connection with this agreement, or the validity or meaning or execution thereof must be settled through arbitration in accordance with the procedures and ways stipulated hereunder:

- 4.1 Within 10 days after agreement cannot be reached, a party will have the right, by notice to the other, to demand that the dispute be referred to for arbitration in terms of this clause.
- 4.2 The parties involved must agree mutually as to who will act as arbiter.
- 4.3 The arbiter must notify the parties in advance regarding the remuneration for his services.
- 4.4 Each party must submit a full written view of his case to the arbiter within 30 days of the notification per paragraph 4.1 in which all evidence, affidavits, facts, submissions of expert evidence, etc. on which his case rests and he must serve a copy on the other party.
- 4.5 Within 14 days after receipt of the copy of the other party's case/view, any party may reply thereto and submit a supplementary piece to the arbiter and serve a copy on the other party.
- 4.6 The arbiter must then consider the dispute and decide on the evidence before him without the appearance of any of the parties or any legal representatives before him.
- 4.7 The arbiter may make any decision or allocation, which in his discretion is fair and appropriate.
- 4.8 The arbiter must take the intention of the parties into consideration and make his decision in accordance with the South African Law. He is not strictly bound to the rules of the law but should let himself be guided by principles of justice and fairness.
- 4.9 The findings of the arbiter may include an order, which instructs the unsuccessful party to pay the remuneration of the arbiter as well as the expenses of the successful party.
- 4.10 This clause holds the irrevocable consent of the parties to arbitration, and no party shall have the right to withdraw from it or claim that he is not bound by this clause.
- 4.11 If a party withdraws from arbitration, it will be accepted that he consents to the arbiter's findings against him.

### **5 WARNING BOARDS:**

- 5.1 Clearly readable warning boards or signs shall be exhibited where needed where the rendering of the security service may cause injuries to any person(s).

### **6 LIABILITY:**

- 6.1 The contractor indemnifies the State herewith from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the contractor or any other person –  
6.1 that may result from or be related to the execution of this contract.

### **7 AGE COMPENSATION:**

- 7.1 The contractor will be held responsible for any damage or thefts that may be caused to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the State against the contractor.

### **8 RECTIFICATION OF DAMAGES:**

In case of damage to state assets. As a result of rendering the service, the contractor undertakes to rectify the damage immediately to the satisfaction of the State. If the contractor fails to act immediately after notification, the State will rectify the damage at will and the costs thereof will be recovered from any monies outstanding.

## **9 TERMINATION AND/OR WITHDRAWAL:**

- 1 In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the Government Procurement - General Conditions of Contract (GCC) will be applicable.
- 2 The State reserves the right to withdraw any part(s) of the premises or the premises as a whole from the service, with three months written notification to the contractor. Should a part of the premises be withdrawn, the contract amount will be adjusted pro-rata from date of withdrawal. The contractor will be entitled to payment up to the date of withdrawal.

## **10 BREACH OF CONTRACT:**

If the service is interrupted or temporarily delayed as a result of Labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the contractor, the parties must mutually agree on methods to continue with essential services.

## **11 CONDITIONS IN RESPECT OF THE PERSONNEL OF THE CONTRACTOR:**

- 1.1 The personnel of the contractor will have access to all areas, subject to other stipulations in this contract, to render the service. If the service is not rendered in that specific area at a given time access to that area is forbidden.
- 1 Each member of the contractor's personnel must submit a trade PSIRA certificate at the start of the security service and it may be checked annually on request of the contract person.
- 2 All personnel offered by the contractor will be subjected to security screening.
- 3 Without prejudice to the contractor's responsibility to select his personnel before employment, the State will at all times have the right to point out staff members of the contractor who is considered a safety, health or security risk or undesirable in which case the contractor will be requested not to utilize such person(s) any longer to honour his obligations in terms of the agreement.
- 4 In such a case the contractor will immediately comply with the request and the contractor will not (because of such a request) be entitled to bring a claim for loss or damage against the State and the contractor indemnifies the State against any claim from the employee concerned.
- 5 The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty daily. Provision must therefore be made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

## **12 UNSPECIFIED SERVICES:**

If the occupant of the building requires any unspecified services and payment must be made for such services, authorization in the form of an official order form must be obtained in advance.

## **13 PAYMENTS:**

Payment will be made monthly on submission of an invoice for the services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number. Invoices cannot be certified as correct before the work has been properly performed, that is certification can only take place after the last workday of the month during which the service was rendered. Payment will be made within 30 days after the end of the month during which the service was rendered, if the service was rendered satisfactorily and the invoice is correct.

## **14 EVALUATION OF BIDS:**

- 4.1 The bidder that earns the highest points will normally be the successful bidder and be awarded the contract.
- 4.2 The State is under no obligation to accept your offer, or any offer.

Par.	Description	Comply Yes/ No	Remarks
1.	<b>Bidders must furnish the following information per annexure regarding their company as part of their bid and complete the attached questionnaire.</b>		
1.1	Bidders must be in the position to assume duty 14 days after receipt of an official order.		
2.	<b>Bidders must furnish the following particulars:</b>		
2.1.	Is your operational office in Raymond Mhlaba Local Municipality.		
2.2.	If yes, state town name		Town:..... ..... ..... ..... .
2.3.	Is the proof of training/experience and/or a condensed description of the training/experience at the bidder's command.		
2.4.	Training must still be provided or experience gained is an indication as to when, where and by able to be whom be provided.		
2.5.	Is the list of references and particulars of similar contacts successfully rendered or present contracts, with a clear indication of the cash value, available.		
3.	Is the bidders able to provide satisfactory proof of registration as employer with the Workmen's Compensation Commission.		
4.	Will the bidders be able to undertake to provide additional staff as requested for the rendering of service at the site during crisis situations.		

	<b>CONDITIONS OF CONTRACT</b>		
1	<b>The norm/quality of the security service to be rendered must be in accordance with the acceptable standard of the security trade.</b>		
1.1	Will the protection of State property and assets at the intended site and the protection of the said property against theft and vandalism be provided		
1.2	The protection of the State'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 the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985) be provided.		
2	<b>The service provider must provide the security personnel required for</b>		

	<b>the successful rendering of the service, as follows:</b>		
2.1	Guards (security officer), that is the persons who shall execute the physical security service.		
2.2	Supervisors that are the people exercising complete supervision and control over security staff at a site where the contractor renders a security service. (At small security organizations, the supervisor may be the owner of the security organization). They shall also be responsible for operating the electronic CCTV and access control systems (should it be) installed in the building		
3	<b>BACKGROUND CHECKS</b> Will the Department have the right to conduct a Security background check or Screening to the service Provider and its Security personnel to ascertain the following requirements. (a) Registration with PSIRA (b) Criminal Record (c) Security Competency		
4	<b>It is the responsibility of the service provider to see to it that the security personnel in his/her service and especially those employed for the rendering of this service, always meet the following requirements:</b>		
4.1	<b>SUPERVISORS:</b>		
4.1.1	Supervisors must have a good understanding of their post descriptions and duties.		
4.1.2	Supervisors must always be capable of leading/controlling and supervising their subordinates.		
4.1.3	Supervisors must have a certificate in Security Officers training, have a fair proficiency of the English language, at least a matric certificate and must be computer literate and proficient with the use of a PC.		
4.1.4	Supervisor must be in possession of a valid fire – arm license which must be always in his possession		
4.2	<b>SECURITY GUARDS:</b>		
4.2.1	Security guards must be able to read and write or at least have obtained a Grade 8 Certificate. Security Grade C training as specified by the PSIRA.		
4.2.2	Security guards shall have a conversational knowledge of the dominant language/s of the town/s being served. e.g. Alfred Nzo English/Xhosa		
	<b>The following general requirements apply:</b>	<b>Comply Yes/ No</b>	<b>Remarks</b>
5.1	<b>SUPERVISOR AND SECURITY GUARDS</b>		
	Supervisor and security guards must have undergone and passed formal security training.		
5.1.1	Supervisor must be computer literate and shall have had a track record proven experience with		

	computerized CCTV, access control and security systems.		
5.1.2	At all times supervisors and security guards must promote friendly client relations and present an acceptable image/ appearance which implies, <i>inter alia</i> , that they may not sit, lounge about, smoke, eat or drink while attending to people.		
5.1.3	Supervisor and security guards must always present and promote friendly client relations and have a dedicated attitude/ approach to security, which attitude/ approach shall imply, <i>inter alia</i> , that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards them.		
5.1.4	Supervisor and security guards must be physically healthy and medically fit for the execution of their duties.		
5.1.5	Supervisor and security guards must be registered with the established PSIRA as security officers/guards, as required by Act 56 of 2001.		
5.1.6	Armed response unit – where armed response is provided; Security officers or response unit persons must be adequately armed and trained.		
5.1.7	Armed response persons must be in possession of a valid firearm license which must always be in his possession.		
5.1.8	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 State.		
5.1.9	Supervisors and security guards are prohibited from reading documents or records in offices or the unnecessary handling thereof.		
5.1.10	The service provider and his employees may furnish no information concerning State activities to the public or news media.		
5.1.11	Supervisor to have an adequate conversational knowledge of all dominant languages of the town/s being served, especially English		
5.2	<b>The service provider undertakes to ensure that each member of his/her security personnel will always, when on duty, be fully equipped in respect of:</b>		
5.2.1	A uniform, neat and clearly identifiable uniform of the company, which uniform will include matching raincoats and overcoats.		
5.2.2	A clear identification card of the company with the supervisor/ guard's photo, identification and employee numbers on it, always worn visibly on his person.		
5.2.3	Service aids to be always worn on the person during guard duty, such as:		
5.2.4	Baton Handcuffs Whistle Pocket book		

	Pens (Black and Red) Torch Radio And /or cellphone		
6.	<b>At his/her headquarters, the service provider must be available for inspection by representatives of the State, proper staff files as well as all appropriate documents of all security personnel in his/her service who are employed for the rendering of the service to the State by the service provider. The appropriate documents shall include, <i>inter alia</i>, the following:</b>		
6.1	Scholastic, registration and medical certificates and security clearances.		
7	The service provider must ensure that the following security aids, if specified, are always available Batons, Handcuffs Torch, Radio and /or cellphone and Whistles at the site , where he/she renders a security service in terms of this contract.		
7.1	<b>PURPOSE:</b> The purpose of the occurrence book and computer is to give an overall picture of activities, inspections by supervisors and other occurrences at the site.		
7.1.1	<b>COMPULSORY OCCURRENCEBOOK ENTRIES:</b> The security personnel on duty must make the following entries in the occurrence book:		
7.1.2	All <b>listed routine procedures</b> 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 <b>blue/black</b> ink.		
7.1.2.2	Record all deficiencies in the security systems for timeous attention.		
7.1.2.3	All <b>occurrences</b> , however important, slight or unusual with reference to the correct time and relevant actions taken.		
7.1.2.4	All <b>security personnel activities</b> – especially deviations in respect of the duty list – indicating particulars of the personnel and relevant times.		
7.1.2.5	The <b>issue and/or receipt of keys</b> , indicating the time and by whom they were received or delivered.		
7.1.2.6	The <b>unlocking of doors or gates</b> , These are keys other than office, car or any official keys.		
7.1.2.7	The handing-over 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.		
7.1.2.8	<b>Occurrence book read:</b> After the taking-over of shifts, the guard must make an entry declaring that he/she has read the occurrence-book in order to acquaint himself/ herself with events/ instructions that occurred during the previous shift.		

7.1.2.9	All <b>spot checks/ visits by supervisors and top management:</b> These entries must be done in red ink.		
7.1.2.10	All <b>officials working / visits by any person</b> to the site after normal work hours. Clearly indicating arrival and/ departure		
7.1.2.11	<b>Designated Officials of the State shall in writing issue any additional instructions regarding to the rendering of the service.</b>		
	<b>NOTE:</b> 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.		
7.1.3	<b>STORAGE OF OCCURRENCE BOOKS:</b> The Department shall store the fully entried occurrence books for a period of twelve months.		
7.2	<b>ACCESS CONTROL REGISTERS OR FORMS</b>		
7.2.1	<b>PURPOSE:</b> The purpose of the access control register or forms is to have information available at all times regarding persons admitted to the site within a specific period, in case occurrences should take place which might lead to a judicial enquiry.		
7.2.2	<b>VISITOR REGISTER / FIRE - ARM REGISTER/ VISITOR ACCESS CONTROL FORMS</b>		
	<b>These register forms must be completed correctly and legibly by the security guard/ officer on duty and shall be entered in the security computer (if available), they shall make provision for the following:</b> <ul style="list-style-type: none"> <li>• Date of visit.</li> <li>• Time of arrival and departure.</li> <li>• Surname and initials of the visitor.</li> <li>• Home or work address of the visitor.</li> <li>• Official identity/passport number of visitor.</li> <li>• Name of person to be visited.</li> <li>• Purpose of visit.</li> <li>• Brand, caliber and number of firearms in visitor's possession (if any).<b>NB: SAP Only</b></li> <li>• Signature of visitor.</li> </ul>		
7.2.3	<b>STORAGE OF VISITORS REGISTERS/ FIREARM REGISTER AND FORMS</b>		
7.2.3.1	The Department must store the full entries visitors' registers and forms for a period of twelve months.		
7.3	<b>NOTEBOOK:</b>		
7.3.1	<b>PURPOSE:</b> The purpose of the notebook is to note down all incidents occurring or observations made by a security guard/officer during a turn of duty, for later reference.		
7.3.2	<b>REQUIREMENT:</b> During their turns of duty all security personnel must wear a notebook on their persons.		
	<b>The following information must be noted down in the notebooks:</b>		

7.3.2.1	All occurrences/events, however important, slight or unusual, referring to the following:		
7.3.2.1.1	Reporting on and off duty		
7.3.2.1.2	Time of occurrence or event		
7.3.2.1.3	Extent of occurrence or event		
7.3.2.1.4	Relevant occurrence book serial number with due allowance for paragraph 7.4.3 below		
7.3.2.1.5	Follow-up actions taken in respect of occurrence or event		
7.3.3	<b>COPYING INTO OCCURRENCE BOOK:</b> All relevant information noted down in notebook must immediately or directly after return from a patrol, be copied into the occurrence book.		
7.3.4	<b>STORAGE OF NOTEBOOKS:</b> The Department must store the full entry notebooks for a period of twelve months.		
7.4	<b>DUTY-LIST</b>		
7.4.1	<b>PURPOSE:</b> The purpose of the duty - list is to serve as proof, at all reasonable times, which all personnel who should be on duty per shift, are indeed on duty.		
7.4.2	<b>DRAWING UP A DUTY-LIST:</b> Daily, weekly or monthly duty-lists of all security personnel on duty must be drawn up and kept in the security control office of each site where such service is rendered		
7.4.3	<b>CHANGES TO THE DUTY-LIST:</b> Any change to the duty list shall be crossed out by a single line, initiated, dated and noted in the occurrence book.		
7.5	<b>DUTY SHEET</b>		
	<b>PURPOSE:</b> The purpose of a duty sheet is to ensure that all security personnel on duty are familiar with the duties as required for this contract.		
7.5.1	The contractor must have available at the site a fully expounded duty sheet.		
7.6	<b>KEY CONTROL REGISTER</b>		
7.6.1	<b>PURPOSE:</b> The purpose of the key control register or forms is to always have information available regarding persons using allocated keys of the site within a specific period, in case occurrences should take place, which might lead to a judicial enquiry.		
7.6.2	This register must be completed correctly and legibly by the security guard/ officer on duty and shall make provision for the following: <ul style="list-style-type: none"> <li>• Date and time of usage</li> <li>• Reason for usage</li> <li>• Surname and initials of user</li> <li>• Signature of user</li> </ul>		
7.7	<b>DUTIES</b>		
7.7.1	Security to be provided 24 hours a day, 7 days a week. (including Public Holidays). <b>Under no circumstances shall any security officer be allowed to work a shift for more than 12 hours.</b>		



7.7.2	Security Officers must be able to operate computerized security system (if installed by the department. The department will provide the necessary training to the security officers)		
7.7.3	Security Officers must be able to operate security equipment such as scanning machines and metal detectors should it be implemented and provided by the Department		
7.7.4	Security Officers must ensure that people removing any computer equipment has the written approval from the responsible / nominated Delegated official / Senior Manager to remove such equipment from the premises.		
7.7.5	All computers removed from the premises must be written up in a control book, by noting the serial number of the equipment, the name of the person removing it and an indication as to whether the identification of such persons was verified.		
7.7.6	Regular patrols must be undertaken during and after office hours around the building		
8	<b>REFERENCES</b>		
8.1	Please indicate sites in South Africa, and/or other sites, where similar services are rendered by yourself. The Office or Department Agriculture reserves the right to contact these references		Names..... ..... ..... ..... .....
8.2	Provide Testimonials from other sites where services were or are rendered.		
9	<b>MINIMUM SPECIFICATION</b> These specifications are only minimum specifications. Any shortcomings in the specifications should be pointed out in the quote/bid and provided for in the price. Any additional costs incurred by the service provider because of shortcomings in the bid specifications will be for the service provider's own account		
10	<b>COMPLIANCE</b>		
10.1	The service provider must indicate at each item in this document whether he complies with the statement made. Each item must be answered with a "Yes" or "No". Failure to comply with this stipulation <b>will</b> result in the disqualification of the service provider		
10.2	Where necessary the service provider must attach explanatory information referenced to a paragraph number. The service provider must fully describe how the required functionality will be achieved. Failure to provide sufficient information may disqualify the service provider		
10.3	Any condition imposed by the service provider that is restrictive or contrary to any part of this tender will automatically disqualify the service provider		
11	<b>CLARIFICATION</b>		
11.1	The Department may request clarification or further information regarding any critical aspect of the bid.		

	The service provider must supply the requested information within 72 hours after the request has been made otherwise the service provider <b>will</b> be disqualified.		
12	<b>SURVEILLANCE SYSTEM (IF ANY)</b>		
12.1	The information on the surveillance system (if installed) must be recorded by the security staff and made available to the client for storage in line with the Archive prescripts.		
13	<b>ACCESS CONTROL SYSTEM (IF ANY)</b>		
13.1	The security personnel must be able to operate the access control system of the Department of rural development and agrarian reform. (If any).		
13.2	If any suspicious activities are depicted in any other manner, it should be reported to the Departmental representative and noted in the occurrence book.		
13.3	The information on the access control system must be recorded by the security staff and made available to the client for storage in line with the Archive prescripts.		
13.4	As part of access control security guards must open and close the access gates of the building.		
13.5	Access to the parking areas must be restricted to those officials of the Department who are in possession of a valid access card/ allocated parking bay. Access to the parking areas/ bays must be strictly controlled by the security guards.		
14	<b>LOST ARTICLES:</b>		
14.1	<b>DEFINITION:</b> Lost articles are articles found on the premises and for which ownership cannot be established immediately.		
14.2	All lost articles must be recorded in the occurrence book, after which they must be handed in to the Departmental representative immediately.		
15	<b>DELIVERIES/ DESPATCHING</b>		
16.1	No deliveries by any person will be received by security staff on behalf of the Department. The necessary arrangements must be made by the Departmental representative.		
16.2	No dispatching by any person will be done by security staff on behalf of the Department. The necessary arrangements must be made by the Departmental representative.		
17	<b>LABOUR UNREST INCIDENTS:</b>		
17.1	<b>DEFINITION:</b> When the Department's personnel on the site or the security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.		
17.2	<b>LABOUR UNREST AT THE SITE:</b> If the service is interrupted or temporarily deferred because of any Labour unrest, Labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the contractor, the Parties must come to an agreement on the methods to ensure continuation of the security service.		

18	<b>EVALUATION OF SERVICES</b>		
18.1	The Department reserves the right to have representatives when the successful service provider interviews / shortlist candidates to be deployed to the Department.		
18.2	The Department reserves right to evaluate security guards on site, should it be deemed necessary.		
18.3	Evaluation of service shall be done by supervisory staff at the site as well as by the contractor himself/herself on at least a monthly basis.		
18.4	The Department reserves the right to evaluate the service rendered by the contractor at any time, to ensure that the service is rendered in accordance with the conditions of contract and the site specification.		
18.5	The Department reserves the right to request from the contractor that any of his/her employees be replaced, in which case the employee must leave the site forthwith. The Department will not be held responsible for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses.		
18.6	<b>NOTE:</b> The Departmental representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions.		
18.7	All personnel shortages must be noted down in the occurrence book.		
19	<b>LIABILITY SERVICE PROVIDER</b>		
19.1	The service provider will be held liable for any damage or loss suffered by the State, because of the service provider's own or his/her employees' negligence or intent, which originated at the site. The service provider will have to pay damages or replace any stolen item damaged or stolen due to the negligence or intent of the service provider's own employees. (Please note: Negligence or intent by the contractor/ its employees will be determined after an investigation by a competent and authorized official of the Department)		
20	<b>LIABILITY OF THE DEPARTMENT/ EMPLOYEE</b>		
20.1	The Department will be liable for any loss or damage of any nature to any of the service provider's properties or any items kept at the State's sites, in cases where the loss originated as a result of negligence or intent on the part of the State. (Please note: Negligence or intent by the state will be determined after an investigation by a competent and authorized official of the Department)		
20.2	An Employee of the State will be liable for any loss or damage of any nature to any of the service provider properties or any items kept at the State's sites, in cases where the loss originated because of negligence or intent on the part of the employee. (Please note: Negligence or intent by the state will be determined after an investigation by a		

	competent and authorized official of the Department)		
21	<b>INDEMNIFICATION</b>		
21.1	The Department is indemnified against any liability, compensation or legal expenses in respect of the following: Negligence of the contractor, his/her security personnel when rendering the service. The contractor will be notified in writing of the particulars of each claim he/she is liable for.		
22	<b>OCCUPATIONAL HEALTH AND SAFETY</b>		
22.1	Loss of life or injuries, which might be sustained by the security personnel during the execution of their duties. Which must also comply with occupational Health and Safety Regulations		
23	<b>DAMAGE OR DESTRUCTION</b>		
23.1	The Department will not be held liable for any damage to or destruction of any equipment or property of the contractor during the execution of their duties.		
24	<b>PUBLIC LIABILITY</b>		
24	The Department will not be liable for any claims and legal costs which might ensue from the failure by or acts committed by the security personnel against third persons, which act include illicit frisking, illicit arrest and other illicit or wrongful deeds.		
25	<b>INSURANCE</b>		
25.1	The service provider must, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his/her obligations and shall ensure that such insurance remains operative for the duration of this agreement.		
25.2	A copy of such insurance contract must be handed in to the Departmental representative on commencement of the service.		
25.2.1	Evidence that such insurance premiums have indeed been paid, must be furnished on request		
26	<b>USE OF STATE ASSETS</b>		
26.1	The service provider may not, unless otherwise specified, make use of any of the State's equipment aids and/or property, for purposes of compliance with the conditions, which equipment, aids and/or property include <i>inter alia</i> stationery, rooms and furniture unless designated by the Department.		
27	<b>WATER AND ELECTRICITY</b>		
27.1	The water and electricity required for the rendering of the service shall be provided free of charge by the Department.		
28	<b>EMERGENCY EVACUATION AND PROCEDURES</b>		
28.1	The department is responsible for the		

	Training/ guidance and the service provider shall make his/her Security personnel available at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site, which will be made available to the service provider.		
29	<b>KEY CONTROL REGISTER</b>		
29.1	To utilize and maintain a key control Register. This will include opening the facility in the morning and locking up at specific time every day.		
29.2	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 to the contractor and must be returned when the contract lapses		
30	<b>NEATNESS AND HYGIENE</b>		
30.1	The service provider's personnel must at all time refrain from littering and must at all times keep the grounds and buildings occupied by them clean, hygienic and neat.		
31	<b>TRADING</b>		
31.1	Under no circumstances is security personnel allowed to carry on any trading.		
32	<b>DISPLAYS</b>		
32.1	The service provider should not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or against State buildings or sites or any part thereof without written consent.		
32.2	The service provider should not publicly display at the site any article or object which might be regarded as objectionable or undesirable. Any sign, printed matter, painting, name plate, advertisement, article or object displayed without written consent, or which is regarded as objectionable or undesirable will immediately be removed. The service provider should be held responsible for the costs of such removal and for damages or claims which might be incurred.		
33	<b>PRO-RATA DECREASE OF PAYMENT:</b>		
33.1	If at any time the service is not rendered in accordance with the conditions of contract or the specification (for example number of guards are incomplete), the right is reserved to adjust payment pro-rata.		
33.2	Similarly, no departure from or breach of or failure to comply with any of the conditions shall be deemed to be a condonation, waiving or ratification of such departure, breach or failure to comply, unless such condonation, waiving or non-fulfillment has been agreed to in writing, through the Departmental Bid Committee.		
34	<b>TERMINATION OF SERVICE:</b>		
34.1	The stipulations of the Supply Chain Management's General Conditions of		

	Contract (GCC) applies in particular to cases of any failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.		
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**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 Service Provider: .....

BID NUMBER: **SCMU8-25/26-0118**

Closing Time 11:00 on **FEBRUARY 2026**

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE

**ADELAIDE**

**PRICE BREAKDOWN:**

**Basic salary per Guard Grade C/D/E** R .....

**(Salaries to be in line with Gazetted rates)**

Overtime x 1 ⅓ R .....

Overtime x 1 ½ .....

Overtime double R .....

Leave pay R .....

Sick leave R .....

UIF R .....

Public Holiday R .....

Levy R .....

Workman Compensation R .....

Any other allowance/s R .....

Total monthly cost per guard (all inclusive) R .....

Total cost for number of guards offered R ..... for guards/ month

Transport R ...../ month

Overheads (including profit) R ..... / month

**\* TOTAL BID PRICE** **R ..... / MONTH**

	Total bid price per month	Total bid price per year
	R	R
Year 1: Total Bid Price		
Yearly price escalation .....%		
Year 2: Total Bid Price		
Yearly price escalation .....%		
Year 3: Total Bid Price		
SUB TOTAL		
Profit		
SUB TOTAL (Excluding Vat)		
VAT at 15%		
TOTAL BID PRICE FOR 36 MONTHS INCLUSIVE OF ALL APPLICABLE TAXES		

TOTAL AMOUNT IN WORDS:

.....

.....

SIGNATURE OF BIDDER

.....

\*QUOTED PRICE TO BE ALL INCLUSIVE

\*PLEASE NOTE: THIS BID IS NOT SUBJECT TO ANY PRICE ADJUSTMENTS

\*QUOTED PRICE TO BE ALL INCLUSIVE

1.1 *The total quoted price to be all inclusive. All increases over the period of the contract to be included in the total price. No price adjustments or increases will be considered during the period of the contract.*

Signature of bidder: .....

NAME OF SERVICE PROVIDER/ COMPANY: .....

NAME OF AUTHORISED SIGNATORY (IN CAPITALS) .....

SIGNATURE OF AUTHORISED REPRESENTATIVE .....

SIGNED ON THIS.....DAY OF.....OF THE YEAR.....

ON BEHALF OF: .....



## FORMS TO BE COMPLETED BY THE BIDDER

THESE FORMS MUST BE COMPLETED USING **BLACK INK**

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the bid documents. All such schedules must be signed, and clearly marked as appendices to these relevant forms.

**All ECBD documents must be completed, signed in full and witnessed, failure to do so may result in the quotation/bid being eliminated.**

### PART A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

By resolution of the board of directors passed at a meeting held on .....

Mr. /Ms ....., whose signature appears below, has been duly authorized

to sign all documents in connection with the Bid No: **SCMU8-26/26-0118** and any Contract that

may arise there from on behalf of (name of Service Provider in block capitals) .....

**SIGNED ON BEHALF OF THE COMPANY:** .....

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

**DATE:** .....

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

**WITNESSES:**

1. ....

2. ....

## PART B: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Bid in Joint Venture and hereby authorize Mr/Ms .....  
....., authorized signatory of the company .....  
....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation

**ATTACH SERVICE LEVEL AGREEMENT BETWEEN JOINT VENTURE PARTIES TO NEXT PAGE. "FAILURE TO SUBMIT JOINT VENTURE AGREEMENT AS PART OF THE COMPLETION OF THE BID WILL RESULT IN YOUR BID BEING REJECTED."**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SCMU8-25/26-0118	CLOSING DATE:	<b>02 MARCH 2026</b>	CLOSING TIME:	11:00 AM
DESCRIPTION	<b>PROVISION OF COMPREHENSIVE SECURITY SERVICES AT ADELAIDE RESEARCH STATION FOR A PERIOD OF THREE YEARS (36 MONTHS)</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
OFFICE NO 45, 1 <sup>ST</sup> FLOOR					
INDWE HOUSE					
BHISHO , 6505					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS N. MFUNDA		CONTACT PERSON	MR M. MLENZE	
TELEPHONE NUMBER	071 331 8622		TELEPHONE NUMBER	<b>082 8549 127</b>	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Nomapha.Mfunda@ecagriculture.gov.za		E-MAIL ADDRESS	Monde.Mlenze@ecagriculture.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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
<b>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.</b>					

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **POPI - CONSENT FORM**

Contractor/Service Provider/Supplier:	
Bid/Quotation No.:	
Project Description:	
Duration of Contract:	
Contract Value:	

### **CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA)**

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution. By signing this form, you consent to your personal information to be processed by the DEPARTMENT OF AGRICULTURE (DOA) and consent is effective immediately and will remain effective until such consent is withdrawn.

1. I ..... a natural person "herein referred to as the Data Subject" with ID No..... hereby give my consent to the DOA "herein referred to as the Responsible Party" to collect, process and distribute my personal information where DOA is legally required to do so.
2. I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
3. I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to DOA sharing my personal information strictly for reporting purposes.
4. I understand that, should I refuse to provide DOA with the required consent and/ or information, the DOA will be unable to assist me.
5. I declare that all my personal information supplied to DOA is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise DOA of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the responsible party is no longer authorized to retain it.

Signed at..... On this ..... day of .....20...

.....  
Signature of data subject/ designated person

## 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 interest<sup>1</sup> 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 institution	State

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:

.....

<sup>1</sup> 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 consortium<sup>2</sup> 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

---

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

## 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 **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 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**

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

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
EME or QSE which is at least 51% owned by black people 5 points	N/A	5	N/A	
Located in the Province where the services will be rendered / item delivered.	N/A	2	N/A	
An EME or QSE which is at least 51% owned by women 7 points	N/A	7	N/A	
An EME or QSE which is at least 51% owned by youth (up to 35 years of age) 4 points	N/A	4	N/A	
An EME or QSE which is at least 51% owned by people with disability 2 points	N/A	2	N/A	

#### **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:** .....

.....

.....

.....

## SCHEDULE OF PREVIOUS WORK CARRIED OUT BY THE BIDDER

Suppliers and Service Providers are to provide references to confirm previous goods or services contracts of a similar nature were completed satisfactorily. Failure to complete this page may result in your bid being eliminated.

YEAR COMPLETED	VALUE OF WORK	NATURE OF WORK	CONTACT PERSON (NAME & TEL NO)	EMPLOYER (NAME & TEL NO)

**SIGNED ON BEHALF OF THE BIDDER:** .....

## 6 AGREEMENT FORMS TO BE COMPLETED AFTER AWARD OF THE BID

SBD 7.1

### CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

#### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2. ....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS****2 PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....  
....
2. ....