



REQUEST FOR QUOTATIONS (RFQ) RE-ADVERTISEMENT

<p>You are hereby invited to submit Quotation for the requirements of</p> <p>SAFCOL SOC LTD</p>		
RFQ number:	RFQ/890/134/2025	
RFQ Issue Date	27 August 2025	
Closing date and Time	11 September 2025 At 12:00PM (Late submissions will NOT be considered)	
RFQ validity period:	60 days (commencing from the RFQ Closing Date)	
RFQ Description:	TACTICAL RESPONSE SECURITY SERVICES REQUIRED IN THE MPUMALANGA GRASKOP AREA (SAFCOL BLYDE, MORGENZON & WILGEBOOM PLANTAION) FOR A PERIOD OF SIX (6) MONTHS	
Technical/Specification queries must be emailed to:		<p><u>sibongiseni.mgushelo@safcol.co.za</u> Please use the RFQ Number on the subject of the email when submitting your query</p>
		013 754 2700 /Cell: 066 4790612
RFQ responses must be emailed to :		<p><u>RFQHighveld@safcol.co.za</u> Please use the RFQ Number and Description on the subject of the email when responding to this RFQ.</p>

NAME OF SERVICE PROVIDER: _____

TOTAL PRICE (INCL VAT): _____

CONDITIONS OF THIS RFQ

- Service providers must complete in full the RFQ document and ensure that quotation is on the **company letterhead**.
- Quotations must be e-mailed to the address provided herein All service providers must submit their B-BBEE Verification Certificates from Verification Agencies accredited by the South African Accreditation System (SANAS) OR an EME/ QSE sworn affidavit **signed by the EME representative and attested by a Commissioner of Oaths**
- Late and incomplete submissions will not be accepted.
- Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform SAFCOL before RFQ closing date.
- All SBD documents must be always signed and sent back with the quotation
- Service Providers bidding as a Joint Venture - Consolidated BEE certificate in cases of Joint Venture
- Appointed Service Providers who fail to remunerate their employees in time and in line with legislation will be terminated with immediate effect.
- **The service provider must acknowledge and sign the NEC4 Term Service Short Contract (TSSC4) attached.**

SPECIAL CONDITIONS OF THIS RFQ

- Accepted RFQ's will be communicated by way of an official purchase order or a promisory note signed by a duly authorised official . Accordingly no goods; services or works must be prepared or delivered before an official purchase order or a promisory note is received by the respondent, .
- All prices quoted must be firm and be inclusive of Value Added Tax(VAT), where applicable
- The lowest or any offer will not necessarily be accepted and SAFCOL reserves the right to accept any offer either in full or in part.
- The offer shall remain binding and open for acceptance by SAFCOL during the validity period indicated and calculated from the closing time and date of this RFQ.
- SAFCOL reserves the right not to make an appointment for this RFQ.
- **The service provider must acknowledge and sign the NEC4 Term Service Short Contract (TSSC4) attached.**

PROTECTION OF PERSONAL INFORMATION

- In responding to this RFQ , SAFCOL acknowledges that it may obtain and have access to personal data of the respondents. SAFCOL agrees that is shall only process the information disclosed by bidders in their response to this RFQ for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
- Furthermore, SAFCOL will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, SAFCOL requires Respondents to process any process any personal information disclosed by SAFCOL in the bidding process in the same manner

REASONS FOR DISQUALIFICATION

Service providers will be disqualified for the following:

1. Non compliance tax status at the time of award, verification of tax compliance status will be verified with Central Supplier Database(CSD) or through SARS's e-Filing. Service providers will be given 7 working days to rectify their tax compliance status with SARS. If the tax status is still non-compliant after 7 working days, the service provider will be disqualified from further evaluation.
2. Submitted information that is fraudulent; factually untrue or inaccurate for example membership that do not exist; B-BBEE credentials; experience etc.
3. Service providers who made false declarations on the Standard Bidding Documents or misrepresented facts and or;
4. Service providers who are listed on the National Treasury's Database of restricted suppliers and defaulters
5. Failure to quote in line with the specification

I hereby accept the above-mentioned conditions

This RFQ is subject to the SAFCOL general conditions of the RFQ, and SAFCOL's general conditions of purchase , if applicable, any other special conditions of contract (SCC).

NAME OF BIDDER_(COMPANY_NAME)..... SIGNATURE.....

CAPACITY..... DATE.....

TERMS OF REFERENCE/SCOPE OF WORK

TACTICAL RESPONSE SECURITY SERVICES REQUIRED IN THE MPUMALANGA GRASKOP AREA (SAFCOL BLYDE, MORGENZON & WILGEBOOM PLANTAION) FOR A PERIOD OF SIX (6) MONTHS

	TACTICAL RESPONSE UNIT TO INCLUDE
1	Supervisor Grade B Armed security guards to patrol and respond to criminal activities
2	Grade C Armed security guards to patrol and respond to criminal activities
1	4x4 Branded vehicle

Tactical response units

1. SAFCOL requires effective and professional tactical response teams for a period of six (6) months with a proven service/track record in the forestry industry and a footprint in the Lowveld area.
2. SAFCOL requires a 24 hours tactical response team
3. Stringent standards on the resources needed to combat the crime (disqualifiers).
 - a. Weapons (rifles and/or shotguns) compulsory- evidence of competencies, fire arm licences and inspectorate to ensure its safety inspections and compliance is adhered to
 - b. Access Armed vehicles compulsory-to be used if necessary
 - c. Properly trained personnel compulsory- proof of crowd control, ground control missions-and crime prevention training
 - d. 4x4 (5 seater as a minimum) compulsory dedicated vehicles- no persons permitted to travel on the back of bakkies
 - e. Vehicles to be appropriately branded with the company logo

- f. Communication system should be in place- Digital Radios, Radio phone ownership/hire compulsory etc.
 - g. Liability of anything that would transpire get stolen in the presence of the security company (unlimited value)
 - h. Public liability of a minimum of R10 million compulsory
 - i. Capacity to forensically investigate illegal sawmillers for arrest and possible prosecution.
 - j. Travel allowance should be included in the package (no additional invoicing for km Travelled)
 - k. Management and monitoring system in place
 - l. Ability to communicate on company specific communications networks
4. All resources to be verified before appointment is done.
 5. Areas for work are the following focus area
 - a. Graskop- Blyde, Morgezon & Wilgeboom
 6. Flexibility to move operations to respond to changing dynamics of threats. Including criminal activities on neighbouring plantations as the hotspots changes. This will allow the service provider to migrate with the criminals until they are completely eliminated.
 7. The providers to respond to other illegal activities in the plantations, other than illegal harvesting

The service provider must comply with the below requirements:

1. SAFETY, HEALTH, ENVIRONMENTAL & QUALITY (SHEQ) REQUIREMENTS

Prospective service providers to comply with, but not limited to, the following SHEQ requirements:

- 1.1. SAFCOL SHEQ Standard and NOSA
- 1.2. Forestry Stewardship Council (FSC)
- 1.3. Best Operating Practices (BOP)

2. LEGAL REQUIREMENTS

Prospective service providers to provide security services compliant with at least, but not limited to, the following legislation, as may be applicable:

- 2.1. Section 13 of the Constitution
- 2.2. Criminal Procedure Act, No.51 of 1977
- 2.3. Firearms Control Act 60 of 2000, section 10, 34, 90 and 106
- 2.4. Private Security Industry Regulation Act 56 of 2001
- 2.5. Protection of Information Act 84 of 1982
- 2.6. Mineral and Petroleum Resources Development Act, No 28 of 2002
- 2.7. Occupational Health and Safety Act 85 of 1993
- 2.8. Prevention of Illegal Eviction from and Unlawful Occupation of Land Act, No19 of 1998

2.9. Extension of Security of Tenure Act, No 62 of 1997

2.10. Veld and Forest Fire Act, No 101 of 1998

2.11. National Forest Act, No 84 of 1998

The successful service provider will remain responsible at all times to ensure that the services rendered are compliant to all legislation and/or regulations applicable to the services rendered, irrespective as to whether or not such legislation and/or regulations are included in the list above.

3. LABOUR STATUTORY REQUIREMENTS

Employment of contracted employees to be according to the Basic Conditions of Employment and Labour Relations Act with respect to:

3.1. Working hours, Vacation leave, sick leave, maternity, family responsibility and study provision.

3.2. Overtime payments.

RETURNABLE DOCUMENTS

- Fully completed and signed RFQ
- Official Quotation on the company letter head
- Latest Tax Clearance
- Latest BBBEE certificate- SANAS Accredited or sworn affidavit for EME/QSE
- CSD Report or (MAAA number)
- ID copies of company directors
- Supplier Code of Conduct

I, the undersigned, for and on behalf of the Service Provider, hereby confirm that I/we understand the information as stated above and that I/we will comply with all of the above.

.....
Name (print)

.....
Signature

.....
Capacity

.....
Date

Evaluation Criteria

Quotations will be evaluated in accordance with SAFCOL Supply Chain Management Policy and Preferential Procurement Policy Framework Regulations of 2022; the bid evaluation process shall be carried out in the following phases namely:

Phase 1: Administrative Compliance Evaluation

Phase 2: Mandatory Evaluation

Phase 3: Price and Specific Goals Evaluation

Phase 1: Administrative Compliance requirements

1. Completion in full of the Request for Proposal document
2. Completion of all SBD Forms(Declaration Forms)
3. Proof that tax matters with SARS are in order(SARS Pin Number/ Tax Clearance Certificate)
4. Proof of company registration documents(e.g Pty;Trust; CC etc)
5. Original or copy of B-BBEE Level of contribution Certificate or Sworn Affidavit signed by the deponent and the Commissioner of Oath (Failure to attach certificate will lead to non-allocation of points)
6. Registration with National Treasury Central Supplier Database (CSD), if not registered on CSD, successful bidder must register within 7 working days of award
7. ID copies of company directors

Phase 2: Mandatory Evaluation

Description	Comply/Not Comply
Proof of Valid PSIRA registration – company	
Proof of Valid PSIRA registration – company directors	
A Valid letter of good standing with PSIRA (for the company)	

Phase 3: Price and Specific Goals Evaluation

Only bids that meet the requirement will be evaluated further in terms of price and specific goals evaluation, as follows:

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL	100 points

SPECIFIC GOALS FOR THIS RFQ AND POINTS THAT MAY BE CLAIMED ARE INDICATED AS PER TABLE BELOW:

Criteria	Points
(80/20 system)	
51% and above Black Owned entities	20
Total Points	20

DOCUMENTS REQUIREMENT FOR VERIFICATION OF POINTS ALLOCATION:

No.	Procurement Requirement	Required Proof Documents
2.1	51% and above Black Owned entities	<ul style="list-style-type: none">• CIPC registration documents• B-BBEE certificate/sworn affidavit• South African Identification Document
2.2	30% and above Black Women Owned	<ul style="list-style-type: none">• CIPC registration documents• B-BBEE certificate/sworn affidavit• South African Identification Document
2.3	Atleast 51% Owned By People With Disabilities	<ul style="list-style-type: none">• Letter from the Doctor confirming Disability• South African Identification Document
2.4	Atleast 51% Black Youth Owned	<ul style="list-style-type: none">• CIPC registration documents• B-BBEE certificate/sworn affidavit• South African Identification Document
2.5	Implementation of RDP goals (Locality) Points	<ul style="list-style-type: none">• Proof of residence in a form of a Municipal Bill or letter from recognized council confirming business address of the bidder• South African Identification Document

SAFCOL SUPPLIER CODE OF CONDUCT

Click on the following link to access the SAFCOL Supplier Code of Conduct and confirm as indicated below:

<chrome-extension://efaidnbmnnnibpcajpcgiclfefindmkaj/https://www.safcol.co.za/wp-content/uploads/2023/12/SCM-DOC-001-SUPPLIER-CODE-OF-CONDUCT.pdf>

I confirm that I have read and understood SAFCOL supplier code conduct and that I will adhere to all the conditions contained therein.

NAME OF BIDDER_(COMPANY_NAME)..... SIGNATURE.....

CAPACITY..... DATE.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

- 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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

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 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = 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 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 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 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 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 the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% and above Black Owned entities	20	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



NEC4 Term Service Short Contract (TSSC4)

Between	KOMATILAND FORESTS SOC LTD (KLF)	
	Reg No. 2000/023152/30	(the <i>Client</i>)
and	[Insert <i>Contractor's</i> registered name at award stage]	
	Reg No.	(the <i>Contractor</i>)
for	Tactical Response Security Services Required In The Mpumalanga Graskop Area (SAFCOL Blyde, Morgenzon & Wilgeboom Plantaion) For A Period Of Six (6) Months	
		(the <i>service</i>)

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Contract No.	RFQ/890/134/2025
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Part C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The Client, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of:

TACTICAL RESPONSE SECURITY SERVICES REQUIRED IN THE MPUMALANGA GRASKOP AREA (SAFCOL BLYDE, MORGENZON & WILGEBOOM PLANTAION) FOR A PERIOD OF SIX (6) MONTHS

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R. _____
Value Added Tax @ 15% is	R _____
The offered total of the Prices inclusive of VAT is	R _____
(in words) _____	

This Offer may be accepted by the Client by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)			
Name(s)			
Capacity			
For the tenderer:	<i>(Insert name and address of organisation)</i>		
Name & signature of witness		Date	

Acceptance

By signing this part of this Form of Offer and Acceptance, the Client identified below accepts the tenderer's Offer. In consideration thereof, the Client shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Client and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Client during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one (1) week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Client's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the *Client* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)			
Name(s)			
Capacity			
for the Client	<i>(Insert name and address of organisation)</i>		
Name & signature of witness		Date	

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender'

C1.2 Contract Data**Data provided by the *Client***10.1 The *Client* is

Name

Komatiland Forests SOC Limited (KLF)

Address for communications

Mbombela Office, 20 Paul Kruger Street, Absa Square Building, Mbombela, 1200

Address for electronic communications

14.6 If the *Client* appoints a *Client's Agent*, the *Client's Agent* is

Name

Not Applicable

Address for communications

Address for electronic communications

14.6 The authority of the *Client's Agent* is**Not Applicable**11.2(10) The *service* is

TACTICAL RESPONSE SECURITY SERVICES REQUIRED IN THE MPUMALANGA GRASKOP AREA (SAFCOL BLYDE, MORGENZON & WILGEBOOM PLANTAION) FOR A PERIOD OF SIX (6) MONTHS

11.2(11) The *Scope* is in

Part C3 Scope of Work.

30.1 The *starting date* is

one (1) day after the Contractor receives one fully completed original copy of this contract, including the schedule of deviations as contained in the Form of Offer and Acceptance.

30.1 The *service period* is**Six (6)**

months

13.2 The *period for reply* is**One (1)**

week

50.1 The *assessment day* is the**last working day**

of each month

51.2 The interest on late payment is

the prime lending rate of the ABSA Bank.

52.1 Are the rates and Prices in the contract adjusted for inflation?

No

52.2 If yes, the index is

provided by

82.4	For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	the lesser of R100,000 or 20% of the total contract value.
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of NEC Adjudicators by the Party intending to refer a dispute to the <i>Adjudicator</i> . (see www.ice-sa.org.za)
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Anywhere in Gauteng, South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	<ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	

The conditions of contract are the NEC4 Term Service Short Contract June 2017 (with amendments October 2020) and the following additional conditions:

1	Not Applicable
1.1	
1.2	
2	
2.1	
2.2	

Data provided by the Contractor (the Contractor's Offer)

The tendering contractor is advised to read both the NEC4 Term Service Short Contract (June 2017) and the "NEC4 USER GUIDE, PREPARING A TERM SERVICE SHORT CONTRACT VOLUME 2" in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data (both Parts) is provided in Appendix 1 on page 28 of the User Guide.

Boxes like this are used to denote where data is inserted

Where appropriate dashes like this _____ are also used. **Double click** on the dash to enter the required data.

Completion of the data in full is essential to create a complete contract.

11.2(6) The *Contractor* is

Name

Address for communications

Address for electronic communications

11.2(5) The *fee percentage* is

 %

11.2(9) The Price List is in

Part C2 of this contract.

11.2(7) The *people rates* are

Category of person

Unit

Rate

11.2(3) The *published list of Equipment* is in

11.2(3) The *percentage for adjustment for Equipment* is

 % (state plus or minus)

The *Contractor* offers to Provide the Service in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

11.2(9) The offered total of the Prices for part of the *service* in Part 1 of the Price List is:

R _____ (including / excluding VAT)
[in words]

The offered total of the Prices for part of the *service* in Part 2 of the Price List is

R _____ (including / excluding VAT)
[in words]

Part C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Scope not requiring the *Client* to issue a Task Order. Part 2 is for work to be carried out on a Task-by-Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Client* or the tendering contractor. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Client* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tendering contractor then enters a rate for each item and multiplies it by the expected quantity to produce the Price to be entered in the final column.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters a rate for each item and multiplies it by the expected quantity to produce the Price, to be entered in the final column.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the expected quantity column.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Client* in Tender Data or in an instruction the *Client* has given before the tenderer enters his Prices.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

The method and rules used to compile the Price List are

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C2.2 Price List

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

The Price List is as follows / contained in _____ (delete the text which does not apply and this note)

PART 1

Item no.	Description	Unit	Quantity	Rate	Price (excl VAT)
The total of the Prices excl VAT is					

PART 2

Item no.	Description	Unit	Quantity	Rate	Price (excl VAT)
The total of the Prices (excluding VAT):					

Part C3: Scope of Work

C3.1 Scope provided by the *Client*.

S 100 Description of the *service*

S 101 Service objectives	<p>The <i>Contractor</i> shall deliver security services that:</p> <ol style="list-style-type: none"> 1. Ensure the safety and protection of all personnel, visitors, and assets within the site boundaries at all times. 2. Prevent and deter unauthorised access, theft, vandalism, and other criminal activity through visible presence and effective surveillance. 3. Maintain a 24/7 responsive presence capable of handling incidents professionally and in accordance with agreed incident management protocols. 4. Ensure that all security personnel are properly trained and licensed in accordance with applicable legislation. 5. Provide services in a manner that supports business continuity, ensuring minimal disruption to the Client's operations. 6. Maintain compliance with all applicable legal and regulatory requirements.
S 102 Description of the <i>service</i>	TACTICAL RESPONSE SECURITY SERVICES REQUIRED IN THE MPUMALANGA GRASKOP AREA (SAFCOL BLYDE, MORGENZON & WILGEBOOM PLANTAION) FOR A PERIOD OF SIX (6) MONTHS
S 103 Drawings	Not Applicable.

S 200. Specifications

S 201 Specifications TSSC 40.1	<p>The specifications can be found in Annexure XXXX (Attach the specification/scope of work received from the end-user or you can cut and paste here. Check with Contracts Manager if you are uncertain.)</p>
S 202 Tests and inspections TSSC 40.1 & 60.1(5)	<ol style="list-style-type: none"> 1. The <i>Client</i> or its nominated representative will conduct periodic inspections, audits, and service quality reviews to verify that the <i>Contractor</i> is providing the Service in accordance with the Service Information and applicable specifications. 2. Where inspections reveal that: <ul style="list-style-type: none"> • The service is not being provided in accordance with the Service Information; or • The <i>Contractor</i> has failed to meet the agreed specifications or standard; The <i>Client</i> may record this as a Service Failure, and it may lead to corrective action requests or non-conformance notices.
S 203 Samples	Not Applicable.
S 204 Management of tests and inspections and provision of samples	Not Applicable.
S 205 Covering up completed work	Not Applicable.

S 206 Deleterious and hazardous materials	Not Applicable.
S 207 Services and other things provided by the <i>Contractor</i> for the use by the <i>Client</i> or others. TSSC 70.2	Not Applicable.
S 208 Requirements of others	Not Applicable.

S300 Constraints on how the *Contractor* Provides the Service

S 301 General constraints	The Contractor shall not subcontract the Service or replace assigned personnel without prior written approval from the Client.
S 302 Confidentiality	<p>All <i>Client</i> data, security logs, and surveillance information must be treated as confidential and handled in accordance with the Protection of Personal Information Act (POPIA) and the <i>Client's</i> data policies.</p> <p>No unauthorised copying, recording, or distribution of sensitive information is permitted.</p>
S 303 Security and identification of people	<p>The Contractor shall ensure that all security personnel assigned to the contract are properly identified and meet the Client's security requirements. This includes:</p> <ol style="list-style-type: none"> <u>Personnel Vetting</u> <ul style="list-style-type: none"> All personnel must pass background checks and be trained before being assigned to the site. All Security officers must be registered with PSIRA and be eligible to work in South Africa. <u>Photo Identification</u> <ul style="list-style-type: none"> All personnel must wear clearly visible identification badges at all times while on duty. <u>Uniform Identification</u> <ul style="list-style-type: none"> All security personnel must wear uniforms at all times. Personnel not in uniform shall not be permitted to begin or continue duties unless prior written approval is given by the Client.
S 304 Protection of the work on the property affected by the <i>service</i>	<p>The <i>Contractor</i> shall:</p> <ul style="list-style-type: none"> Take all reasonable steps to protect the Client's property, infrastructure, and any ongoing work or installations from damage, interference, or loss while providing the Service. Protect all work carried out by others (e.g. maintenance, renovations, construction) by: <ul style="list-style-type: none"> Restricting access to such areas as required; Cooperating with other contractors to maintain safe zones; Reporting any risk of damage, vandalism, or interference. Immediately report any accidental or observed damage to the <i>Client</i>, and cooperate in investigations to determine cause and liability. Be responsible for any damage caused by negligence, misconduct, or failure to follow instructions by its personnel, and make good such damage at the <i>Contractor's</i> cost (unless otherwise agreed).

	<ul style="list-style-type: none"> Prevent theft, vandalism, or unauthorised access that could result in damage to the <i>Client's</i> assets, and respond promptly to incidents that threaten such assets.
S 305 Consideration of others	<p>The <i>Contractor</i> shall perform the service in a manner that respects the rights, safety, and activities of others present at or affected by the site. This includes:</p> <ul style="list-style-type: none"> Work respectfully around the <i>Client's</i> staff, visitors, tenants, and other contractors. Avoid disruption, noise, or interference with other activities on site. Ensure personnel are professional, courteous, and non-confrontational at all times. Cooperate and communicate effectively with other contractors, especially during shared access, deliveries, or emergencies.
S 306 Industrial relations.	<p>The <i>Contractor</i> shall manage all industrial relations matters relating to its employees. This includes:</p> <ol style="list-style-type: none"> The <i>Contractor</i> must comply with all relevant laws, including but not limited to: <ul style="list-style-type: none"> Labour Relations Act, 66 of 1995 (LRA) — regulating collective bargaining, dispute resolution, strikes, and unfair labour practices; Basic Conditions of Employment Act, 75 of 1997 (BCEA) — setting minimum employment standards, working hours, leave, and termination procedures; Employment Equity Act, 55 of 1998 (EEA) — promoting workplace equality and prohibiting unfair discrimination; Occupational Health and Safety Act, 85 of 1993 (OHSA) — ensuring safe and healthy working conditions; Skills Development Act, 97 of 1998 — promoting skills development and training in the workplace; Compensation for Occupational Injuries and Diseases Act, 130 of 1993 (COIDA) — providing for compensation for work-related injuries and diseases. The <i>Contractor</i> shall promptly notify the <i>Client</i> of any actual or potential labour disputes, strikes, or industrial action that may affect service delivery. The <i>Contractor</i> shall ensure its employees conduct themselves professionally and uphold the <i>Client's</i> reputation at all times, avoiding any behaviour that may cause reputational damage.
S 307 Control of works	<p>The <i>Contractor</i> shall ensure effective control of security operations through:</p> <ul style="list-style-type: none"> Appointment of competent site supervisor(s) responsible for daily management and as the <i>Client's</i> primary contact. Maintaining accurate and up-to-date deployment records for all security personnel. Ensuring operational procedures are implemented consistently and updated as necessary. Coordinating scheduling and handovers to maintain continuity of service. Managing any changes to resourcing or methods with prior <i>Client</i> notification and approval.
S 308 Cleanliness	<p>The <i>Contractor</i> shall ensure that all areas affected by the security service are kept clean, tidy, and free from litter during and after their activities.</p>
S 309 Contract team - others	<p>Not Applicable.</p>
S 310 Communication system	<p>No special communication systems are required for this contract.</p>
S 311 Management procedures	<p>The <i>Contractor</i> shall develop, implement, and maintain comprehensive management procedures to ensure effective delivery of the security services.</p> <p>All management procedures shall be made available to the <i>Client</i> upon request.</p>

S 312 Contractor's application for payment	<p>The <i>Contractor</i> shall assess the amount due and submit a Tax Invoice to the <i>Client</i> before each <i>assessment day</i>, including the following:</p> <ul style="list-style-type: none"> • Name and address of the <i>Contractor</i> • The contract number and title; • <i>Contractor's</i> VAT registration number; • The <i>Client's</i> VAT registration number; • The total Price for Service Done to Date which the <i>Contractor</i> has completed; • Other amounts to be paid to the <i>Contractor</i>; • Less amounts to be paid by or retained from the <i>Contractor</i>; • The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT. <p>The <i>Contractor</i> attaches the detailed assessment of the amount due to each tax invoice.</p>
S 313 Co-ordination	The <i>Contractor</i> shall cooperate and coordinate its activities, manage its own resources and its interface with Others.
S 314 Co-operation	The <i>Contractor</i> shall actively co-operate with the <i>Client</i> , other contractors, and any relevant parties to ensure the effective delivery of security services. This includes timely communication, sharing information, and supporting joint activities or problem-solving as necessary to maintain project objectives and service quality.
S 315 Authorities and utilities providers	The <i>Contractor</i> shall promptly notify the <i>Client</i> of any matters arising from interactions with these bodies that could impact the delivery or security of the services.
S 316 Health and safety requirements	<p>(i) All personnel performing work on site/s as part of this contract are required to obtain safety induction.</p> <p>(ii) Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the <i>Contractor</i> must meet with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the Site. All personnel are to obey the relevant instructions, including signage related to restricted access on sites.</p> <p>(iii) The <i>Client</i> manages the <i>Contractor</i> in its capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The <i>Contractor</i> accepts liability for any contraventions of the Act. Each member of the <i>Contractor's</i> team, submit a signed indemnity form prior to entering the Site and keep it in the <i>Contractor's</i> health and safety file where relevant.</p>
S 317 Method statements	Not Applicable.
S 318 Statutory requirements	<p>The <i>Contractor</i> shall comply with all applicable statutory requirements and regulations relevant to the provision of security services, including but not limited to:</p> <ul style="list-style-type: none"> • The Private Security Industry Regulation Act, 56 of 2001 (PSIRA), ensuring all security personnel are registered and licensed; • The Occupational Health and Safety Act, 85 of 1993, maintaining a safe working environment; • The Protection of Personal Information Act, 4 of 2013 (POPIA), safeguarding personal and client data; • The Basic Conditions of Employment Act, 75 of 1997, regarding labour practices and employee rights; and • Any other relevant local municipal by-laws or industry-specific legislation. <p>The <i>Contractor</i> shall notify the <i>Client</i> promptly of any changes or compliance issues relating to statutory requirements that may impact the delivery of the security services.</p>

S 319 Inspections TSSC 60.1(5)	The <i>Client</i> shall have the right to inspect the <i>Contractor's</i> performance of the security services at any reasonable time. The <i>Contractor</i> shall provide access, assistance, and any information necessary to enable such inspections. Any defects or non-compliance identified during inspections shall be rectified by the <i>Contractor</i> promptly at no additional cost to the <i>Client</i> .
S 320 Quality management system	The <i>Contractor</i> shall maintain and operate a quality management system that ensures the security services are performed in accordance with the contract requirements, applicable standards, and good industry practice. The <i>Contractor</i> shall provide the <i>Client</i> with evidence of the quality management system and any relevant certifications upon request.
S 321 Training	The <i>Contractor</i> shall ensure that all security personnel are adequately trained, competent, and certified as required to perform their duties.
S 322 Security	<p>The <i>Contractor</i> shall:</p> <ol style="list-style-type: none"> 1. Provide security services in accordance with the Service Information. 2. Ensure that all security personnel deployed: <ul style="list-style-type: none"> • Have undergone appropriate background checks and training; • Are registered with the Private Security Industry Regulatory Authority (PSIRA); • Hold a valid PSIRA grading appropriate to their assigned duties; • Have received relevant training and certification as required by PSIRA; • Wear appropriate uniforms and display visible identification badges at all times while on duty. 3. Report: <ul style="list-style-type: none"> • All security breaches, safety incidents, or criminal activity to the <i>Client</i> and, where necessary, SAPS; • Any PSIRA-relevant compliance issues or disciplinary matters involving deployed staff. 4. Maintain a 24/7 security presence on site and ensure adequate shift coverage at all times. 5. Maintain detailed incident logs, access logs, and submit reports summarising key activities, incidents, and recommendations. 6. Immediately report all incidents or breaches of security to the <i>Client</i> and cooperate with the SAPS as required. 7. Prevent unauthorised access to the premises and ensure compliance with any site-specific access protocols provided by the <i>Client</i>. 8. Ensure that vehicles suitable for all environments are provided where vehicles are required for the provision of the security services. All vehicles are to be branded with the <i>Contractor's</i> company name, fitted with a vehicle tracking device and tracked 24 hours from a control room.
S 323 Records of Defined Cost	Not Applicable.

S 400 Requirements for the *Contractor's* plan

S 401 Plan TSSC4 31.1	Not Applicable.
S 402 Information to be shown on the plan. TSSC4 31.1	Not Applicable.
S 403 Submitting the	Not Applicable.

plan. TSSC4 31.1	
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S 500 Services and other things provided by the *Client*.

S 501 Things to be provided by the <i>Client</i> . TSSC4 16.2 TSSC4 60.1(5)	The <i>Client</i> shall provide the <i>Contractor</i> with access to the site, relevant facilities, and any information or resources necessary for the <i>Contractor</i> to perform the security services. The <i>Client</i> shall also provide timely access for inspections as required under TSSC4 60.1(5). Any delays or restrictions in providing these shall be promptly communicated to the <i>Contractor</i> .
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S600 Property affected by the service

S 601 Property owned by the <i>Client</i> that is affected by the service	The <i>Contractor</i> shall take all reasonable care to protect any property owned by the <i>Client</i> that may be affected by the provision of the security services. The <i>Contractor</i> shall promptly report to the <i>Client</i> any damage or loss to such property arising from the <i>Contractor's</i> activities and shall be responsible for rectifying or compensating for any such damage caused by its personnel or operations.
S 602 Property not owned by the <i>Client</i> that is affected by the service.	Not Applicable.
S 603 Access to property owned by the <i>Client</i>	The <i>Contractor</i> shall be granted access to the <i>Client's</i> property as necessary to perform the security services. The <i>Contractor</i> shall comply with all <i>Client</i> access protocols, security procedures, and health and safety requirements while on the property.
S 604 Activity in the property	The <i>Contractor</i> shall comply with all applicable rules, regulations, and instructions relating to the use and management of the property while performing the security services.
S 605 Contact information	The <i>Contractor</i> shall provide the <i>Client</i> with up-to-date contact details for key personnel responsible for managing and delivering the security services. The <i>Contractor</i> shall notify the <i>Client</i> promptly of any changes to these contact details to ensure effective communication throughout the contract duration.
S 606 Procedures for access	The <i>Contractor</i> shall comply with the <i>Client's</i> procedures for access to the site and any related facilities. This includes following all security protocols, presenting required identification, and coordinating access times as agreed with the <i>Client</i> . The <i>Contractor</i> shall ensure that all personnel are informed of and adhere to these procedures at all times.
S 607 Minimising interference caused to the <i>Client</i> and others	The <i>Contractor</i> shall carry out the security services in a manner that minimises disruption and interference to the <i>Client's</i> operations, personnel, and other stakeholders. The <i>Contractor</i> shall coordinate activities to avoid unnecessary disturbance and promptly address any concerns raised by the <i>Client</i> or others affected by the services.
S 608 Equipment required to be included in the property affected by the service. TSSC 70.2	Not Applicable.
S 609 Protection of property affected by the service.	The <i>Contractor</i> shall take all necessary precautions to protect property affected by the provision of the security services from damage, loss, or theft. The <i>Contractor</i> shall promptly report any incidents involving property damage or loss to the <i>Client</i> and shall

CONTRACT NO. RFQ/890/134/2025
CONTRACT TITLE: TACTICAL RESPONSE SECURITY SERVICES REQUIRED IN THE MPUMALANGA GRASKOP AREA (SAFCOL BLYDE, MORGENZON & WILGEBOOM PLANTAION) FOR A PERIOD OF SIX (6) MONTHS

	cooperate fully in investigations and remedial actions.
S 610 Sharing the property affected by the service with others	The <i>Contractor</i> shall ensure that security arrangements are coordinated to allow safe and efficient sharing of the property without compromising the quality or effectiveness of the services.