LA 1.2

5/2/2/1- DALRRD 0010(2022/2023)

APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) FOR THE EASTERN CAPE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

CLOSING DATE: 8 SEPTEMBER 2022

NB: COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE: 22 AUGUST 2022

TIME: 11:00

VENUE: **BLOCKH, OCEAN TERRACE, CNR MOORE AND COULTS STREET QUIGNEY EAST LONDON**

TECHNICAL ENQUIRIES : Mr Christiaan.Coetzee
TEL : (043)701 8113
EMAIL Christiaan.Coetzee@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Abie Olyn/ Mr P Makhado/ Mr F Maseli
TEL : (012) 312 9518/9786/9734/871/ 9772
EMAIL: abie.olyn@dalrrd.gov.za /Tshepo.Mlambo@dalrrd.gov.za /pfarelo.makhado@dalrrd.gov.za/mbulaheniMA@dalrrd.gov.za

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NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.

TECHNICAL PROPOSAL – PART 1 OF 2

LA 1.1

agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate: Demand** and Acquisition Management Services: **Enquiries:** Mr Pfarelo Makhado: **Tel:** (012) 312 9518

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

BID NUMBER: 5/2/2/1- DALRRD 0010(2022/2023)
CLOSING TIME: 11H00 **CLOSING DATE: 08 SEPTEMBER 2022**

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE ACCEPTED FOR CONSIDERATION

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1. Kindly furnish us with a bid for services shown on the attached forms.

2. Attached please find the General Contract Conditions (GCC), SBD1, SBD 3.3, SBD4, SBD6.1, Credit Instruction forms, terms of reference.

3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.

4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.

5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. ***(failure to comply will disqualify your proposal)***

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 12 AUGUST 2022

LA 1.3

MAP TO BIDDER BOX (B BOX)

5/2/2/1- DALRRD 0010(2022/2023) CLOSING DATE: 8 SEPTEMBER 2022 @ 11:00

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)

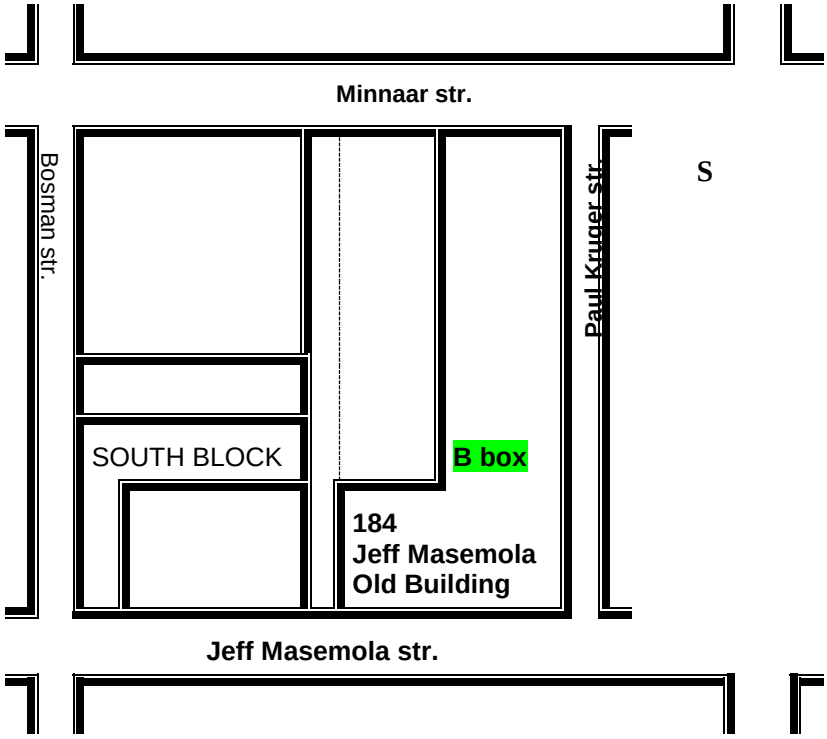
BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

The Bid documents must be deposited in the Bid box which is identified as the "Bid/tender box."

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
Acquisition Management
(BIDS)
THE OLD BUILDING 184
JEFF MASEMOLA STREET, PRETORIA, 0001



THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT YOUR BID IN A SEALED ENVELOPE

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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2. Application
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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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23. Termination for default
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27. Settlement of disputes
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31. Notices
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*RURAL DEVELOPMENT AND LAND REFORM*)					
BID NUMBER:	**5/2/2/1- DALRRD 0010(2022/2023)**	CLOSING DATE:	**8 SEPTEMBER 2022**	CLOSING TIME:	**11:00**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) FOR THE EASTERN CAPE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
184 JEFF MASEMOLA STREET					
PRETORIA					
0001					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr. Abie Olyn/Mr P Makhado**	CONTACT PERSON	**Mr** Christiaan.Coetzee
TELEPHONE NUMBER	**012 312 9786/9518//8711/9734**	TELEPHONE NUMBER	**(043) 701 8113**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**Tshepo.Mlambo@dalrrd.gov.za/abie.olyn@dalrrd.gov.za /Pfarelo.makhado@dalrrd.gov.za/mbulahenima@dalrrd.gov.za**	E-MAIL ADDRESS	Christiaan.Coetzee@dalrrd.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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.

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

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.

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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the80/10 preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"price"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . = ……(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....……%
ii) The name of the sub-contractor……..
iii) The B-BBEE status level of the sub-contractor.....……..
iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:……..

9.2 VAT registration number:……

9.3 Company registration number:……..……

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……..

9.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

9.7 Total number of years the company/firm has been in business:……

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……..

agriculture, land reform & rural development
Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

OFFICE OF THE DIRECTORATE: PHYSICAL SECURITY AND SPECIAL EVENTS
184 Jeff Masemola Street, Pretoria, 0001
Private Bag X833, Pretoria, 0001 Tel: 012 312 9150, Fax: 012 326 6953
Email: Adrian.Ferreira@dalrrd.gov.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) FOR THE EASTERN CAPE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

1. **BACKGROUND**

The DALRRD has various offices in the Eastern Cape Province which require security guarding services.

2. **SCOPE**

2.1 The DALRRD requires security guarding services at the following offices in Eastern Cape:

EASTERN CAPE OFFICES: PHYSICAL ADDRESS	TOTAL OFFICES
PSSC & SPLUM: Cnr Moor Str, Ocean Terrace, Block F, Quigney, East London	1
PSSC & NARYSEC: Cnr Moor Str, Ocean Terrace, Block H, Quigney, East London	1
RSCC Amathole: 3rd Floor, 42 Terminus Street, East London	1
RSCC: Queenstown: 66 Prince Alfred Road, Queenstown	1
RSCC: Port Elizabeth: 66 Ring Road, 2nd Floor, Investec Building, Green Acres, Port Elizabeth	1
RSCC: Mthatha 40 Blake Way Road, Mthatha	1
RLCC: Beacon Bay, Beaconhurst Street, East London	1
Land Claims Commissioner: 22 Station Street, SARS Building/ Storage Facility	1
Deeds Office: 133 Alexandra Road, King Williams Town	1
Deeds Office: Botha Sigcau Building, Ground Floor Room 10, cnr. Leydes and Owens Street, Mthatha	1
SG Office: 36 Philip Frame Park, Phillip Frame Rd, Chiselhurst, East London	1
Small Holder Development & Subsistence Farming Unit 3B, Inspection Services (Sea Ports) Unit 7 & Land Use and Soil Management Unit 9 Arundel Crescent, Stirling, East London	1
Agriculture Production, Health & Food Safety, Sea Ports ICI Building, 54 Paterson Road, Port Elizabeth	1
Natural Recourse and Disaster Management & Sea Ports, 30 Pearson Street, Centrahill, Port Elizabeth	1
Grootfontein Agriculture Development Institute (GADI), Middelburg EC	1
TOTAL OFFICES IN THE EASTERN CAPE PROVINCE	**15**

NB: The security guarding must be rendered 24 hours per day, 7 days per week, and 365 days per year in all offices.

2.2 The appointed service provider must have an established security control room.

2.3 Furthermore, the appointed service provider must have a fully functional control room in the Province that they bid for before the commencement of the contract to support the operations and services **(refer to paragraph 20).**

2.4 As an additional service, the appointed service provider may be required to provide security guarding services at farms/projects and or any other property of the DALRRD, as and when the need arises, on emergency basis only (**refer to paragraph 15**). A quotation will be requested from the appointed service provider in terms of the approved bid rates before an additional security guarding service may be rendered.

2.5 The appointed service provider will be responsible for the protection of personnel and clients, assets, property (moveable and immoveable) and information of the DALRRD.

NB• Overhead expenses should be inclusive of the following: profit, guard huts, inspectors, relievers, vehicles, control room (including tracking software for patrols) detection equipment, patrol monitoring systems, electronic occurrence book, handheld radios and spare batteries, base radio, flashlights, all security related equipment such as equipment, torches with chargers or spare batteries, baton, handcuffs, pocketbook, pens, rulers, uniform, registers and self-adhesive film to cover registers.

3. DELIVERABLES

3.1 Security Officers Grade B (supervisor) as per pricing schedule.

3.2 Security officers Grade C (unarmed) as per pricing schedule.

3.3 A fully functional control room, active and in operation (National or Provincial level) to support security operations and services.

3.4 The following must be provided for security purposes: Vehicles, control room (including tracking software for patrols) detection equipment, patrol monitoring systems, electronic occurrence book, handheld radios and spare batteries, base radio, flashlights, all security related equipment such as equipment, torches with chargers or spare batteries, baton, handcuffs, pocketbook, pens, rulers, uniform and registers.

3.5 Provision of protection of personnel and clients, assets (moveable/immoveable), property and information of the DALRRD.

3.6 The service provider must provide proof of National/Provincial footprint.

4. QUARTERLY AND MONTHLY REPORTING

4.1 The appointed service provider must conduct **quarterly security risk evaluations/assessments (TRA)** of all sites in his/her area of responsibility.

4.2 The appointed service provider will be required (physical or virtual meetings) to report and/or attend meeting(s) monthly/quarterly, as and when required.

5. WORKING SHIFTS, INSPECTIONS AND PATROLS REQUIREMENTS

5.1 Dayshift: 06:00 to 18:00 Monday to Sunday (including Public Holidays)

a) Grade C security (access) control officials.
b) Grade B security on site supervisor (where applicable).
c) Minimum Grade B off site inspector.

5.2 Nightshift: 18:00 to 06:00 Monday to Sunday (including Public Holidays)

a) Grade C security (access) control officials.
b) Grade B security on site supervisor (where applicable).
c) Minimum Grade B off site inspectors.

5.3 Inspections:

5.3.1 Metropolitan offices:

a) Operational manager must conduct inspections once per month.

b) Offsite inspectors must conduct second level inspection as discussed below once per shift.

c) A shift member/supervisor must conduct first level inspection once per shift.

5.3.2 District offices:

a) Operational manager must conduct inspections once per month.

b) Offsite inspectors must conduct second level inspection as discussed below once per week.

c) A shift member/supervisor must conduct first level inspection once per shift (at District offices where only one security officer is posted, the service provider will appoint a supervisor to conduct daily shift inspections).

5.4 Daily inspections will be done and captured as follows:

5.4.1 1st Level Inspection:

a. Conducted by a supervisor/security officer that is on duty for that shift.

b. Required once for day shift and once for nightshift.

c. **OB Entry must be in red** and the Keyword must be First Level.

d. This inspection shall include and not be limited to security officers, registers and equipment. A comprehensive OB inspection entry must be made in this regard.

e. Each register must be inspected during each inspection and a relevant entry made in those registers indicating the OB number. Use a full line and do not leave blank lines.

5.4.2 2nd level Inspection:

a. Conducted by an offsite inspector.

b. Required once per shift at all offices (day and night shift).

c. At District offices, the inspection must be done once per week.

d. **OB Entry must be in red** and the Keyword must be Second Level.

e. This inspection shall include and not be limited to security officers, registers and equipment. A comprehensive OB inspection entry must be made in this regard.

f. Each register must be inspected during each inspection and a relevant entry made in those registers indicating the OB number. Use a full line and do not leave blank lines.

5.4.3 A full patrol is required for all inspections (1st and 2nd level) and the following details of the person doing the inspection must be included in the OB entry:

a. Initial and Surname;

b. PSIRA number; and

c. Signature.

5.5 A monthly report providing proof of such visits must be submitted to the departmental representative. Security incidents, breaches or any other irregularities encountered during such inspections must be immediately brought to the attention of the departmental representative.

5.6 It is the responsibility of the appointed service provider to ensure that all posts are always manned. A relief schedule for leave, breakfast, lunch, supper, tea and body breaks must be devised by the appointed service provider prior to commencement of the detailed scope of work, activity list and post procedures.
NB: Relievers must be part of the overhead costs. Relievers' remuneration must be in line with PSIRA rates.

5.7 Inspection parades must be held at least 15 minutes prior to the commencement of any shift so that smooth transition occurs during handing over of shifts.

5.8 Should it come to light at any given stage during any type of inspection or coincidence, that a post is unmanned; the DALRRD reserves the right to impose

penalties as per the penalty clauses for that particular post for that shift. A monthly penalty register (per Province) will be submitted by the DALRRD and these will be submitted to the service provider for purposes of refuting any penalty and also for issuing of the required credit notes.

5.9 Offsite Inspectors (Roaming Supervisors) must be appointed by the service provider at their own cost and will be responsible for the following:

5.9.1 Duties and equipment needed at offices:

- Conduct 2nd level inspections at sites once per shift. Where applicable, a patrol must also be conducted per inspection.
- Conduct 2nd level inspections at District offices once per week. Where applicable, a patrol must also be conducted per inspection.
- Conduct high level site inspections and address human resource, assess uniform requirements and finance matters which include the recruitment and induction of new personnel.
- Address all irregularities on site and provide clear solutions.
- The appointed inspector should have problem solving skills and conflict resolution abilities.
- Elevate all incident not addressed with to the Provincial Control Room of the Service Provider.
- Must be dressed in full uniform when on site. This includes PSIRA and company identification card.
- Must be issued with a vehicle with a two-way radio.
- Cell phone or cell phone allowance to be provided.
- PSIRA registration of at least Grade B.

5.10 Gender posting is a strict requirement for posting of shifts which must be 50% male and female at Metro Offices and at District Offices males must be posted at night.

NB: The supervisor is also subject to penalties included in the contract e.g. uniform, identification cards etc.

6. TIMETABLE FOR ACTIVITIES AND REPORTS PRIOR AND DURING THE CONTRACT

The appointed service provider is required to perform the actions identified in the table below within the timeframe specified:

ACTION	COMPLETED BY
Security registers.	Immediate upon commencement of the contract.
Incident notification.	Immediately ~~(~~upon discovery~~)~~ report telephonically or via cell phone (WhatsApp is preferred). Electronic OB entry sent to coordinator.
Incident summary report (template will be provided by the DALRRD).	Within 08 - 12 hours after the incident have been reported.
Preliminary investigation report.	Within 3 – 5 days after the incident summary report.
Comprehensive investigation report (investigation template will be provided).	Within 14 - 21 days after the preliminary investigation report.
Detailed site instructions per site to be provided by the service provider.	Within the first 21 working days of the contract commencement.
In services training plan for security officers including the training of an Emergency Controller/Departmental Manager/Representative.	Within the first 1st month of the contract and the service providers skills development matrix to be provided.
Reaction units and contingency plans for emergency situations i.e. riots, strikes, crowd management plan etc.	Within 14 working days of the contract commencement. Biannual review.
The appointed service provider must conduct quarterly premises/site(s) risk evaluations. It is therefore imperative that the appointed service provider has suitable staff that is able to perform such an evaluation.	Within the 2nd month of the contract and thereafter on a quarterly basis.
Site orientation (operational managers and supervisors).	Prior to commencement of contract.
Competency testing interview and induction of potential guards by appointed service provider.	Prior to commencement of contract and prior to posting during duration of the contract.
Security equipment and other security related stationary on site (including OB and registers).	Immediately upon commencement of the contract (current registers may be used at start-up, but the departmental templates will be provided, and registers must be printed accordingly within 1 month).
Background checks.	Within six weeks from date of commencement of the contract. Security officers and managers with criminal records will be removed from the contract.
Procure and install guard patrols systems.	Within 1 month from date of commencement of the contract This includes registration of coordinators to receive notifications directly via email. Patrol failures should be clearly flagged as alarms.
Electronic OB.	Within 1 month from date of commencement of the contract. This includes registration of coordinators to receive notifications directly via cell phone.

ACTION	COMPLETED BY
Control room.	Fully functional control room to be established 14 days prior to the commencement of the contract.

NB: Penalties will be issued for failure to adhere to any of the timeframes stipulated above. Refer to penalty sheet.

7. **REQUIREMENTS**

7.1 Provide curriculum vitae and PSIRA certificate for security manager/operational manager with the following minimum requirements: PSIRA Grade A/B 5-10 years' experience; operational managers must be competent in report writing and use of a computer (computer literacy).

7.2 Service provider(s) must be able to demonstrate his ability, capacity of resources to perform the work in the Eastern Cape Province.

7.3 Service provider(s) must provide reference letters/testimonials/appointment letters under the client-company letterhead for each of the projects rendered.

7.4 Service provider(s) must provide an implementation plan with service deliverables and time frames and a project plan indicating tasks to be undertaken (methodology).

7.5 No bid shall be awarded to a service provider that is not tax compliant. A service provider that is not tax compliant will be notified in writing of their non-compliant status and will be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within seven (7) working days. A service provider should thereafter provide the DALRRD with proof of their tax compliance status which will be verified via the Central Supplier Database or e-Filing.

8 **MANDATORY REQUIREMENTS**

NB: Failure to submit the following requirements with the proposal will automatically disqualify the bidder's proposal:

8.1.1 Valid (certificate must be valid on or before the closing date of bid) PSIRA certificate of the service provider's (company/close co-operation/sole traders) accreditation and registration by the Private Security Industry Regulatory Authority.

8.1.2 Valid (letter must be valid on or before the closing date of bid) letter of good standing of the service provider from Private Security Industry Regulatory Authority (PSIRA).

8.1.3 Valid copies of PSIRA certificate(s) of Directors/Owners registered as grade A/B security officers.

8.1.4 Valid (letter must be valid on or before the closing date of bid) letter of good standing/letter for tender purposes/proof of registration in terms of the Compensation for Occupational Injuries Disease Act (COIDA) obtainable from Department of Labour).

8.1.5 Proof of registration to the Private Security Sector Provident Fund (PSSPF) or letter of good standing or letter for tender purposes not older than 6 months prior to bid closing date.

8.1.6 The Service Provider must submit the existing cover for PUBLIC LIABILITY insurance policy from any registered insurance company or submit documentary proof/letter of intent/quotation from registered insurers. The Public Liability cover must be for a minimum value of R 1 000 000 (R1 million) for the duration of the contract.

NB: If Service Providers opt to submit a comprehensive insurance cover, it ***MUST*** include ***PUBLIC LIABILITY*** to the value of R 1 000 000 (R1 million), if the comprehensive insurance cover does not explicitly indicate PUBLIC LIABILITY it will render the bid proposal to be non-responsive.

8.1.7 Attendance of the compulsory briefing session.

8.1.8 A fully completed pricing schedule on the prescribed template must be submitted. (i.e. SBD 3 – pricing schedule)
(NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED)

9 PRICING SCHEDULE

9.1 Pricing schedule must be in rand monetary value **(SBD 3 – pricing schedule).**

9.2 For emergency or any ad hoc services, the approved bid rates will be applicable.

9.3 The DALRRD will only consider Department of Employment and Labour annual gazetted PSIRA increase for the duration of the contract.

10 EVALUATION CRITERIA

This bid shall be evaluated in three stages. During the first stage bids will be evaluated on functionality, the second stage evaluation is a site inspection and the third stage in accordance with 90/10 preference points system as stipulated below:

10.1 FIRST STAGE -EVALUATION OF FUNCTIONALITY

The evaluation of the functionality will be evaluated individually by members of Bid Evaluation Committee in accordance with the below functionality criteria and values:

The applicable values that will be utilized when scoring each criterion ranges from **1 being poor, 2 average, 3 being good, 4 very good and 5 being excellent.**

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) FOR THE EASTERN CAPE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

EVALUATION CRITERIA	APPLICATION	WEIGHTS
Ability & Capability **Security Manager with PSIRA Grade A/B**	Security manager with PSIRA Grade A/B and experience as a security manager on total security management operations. **NB:** please attach personnel CVs entailing skills (interpersonal, writing and verbal) ❖ *PSIRA Grade A/B certificate without experience or **0 – 1 year** experience as a security manager on total security management operations– **Poor (1)*** ❖ *PSIRA Grade A/B certificate with **more than 1 years and up to 3 years'** experience - **Average (2)*** ❖ *PSIRA Grade A/B certificate with **more than 3 years and up to 5 years'** experience as a security manager on total security management operations - **Good (3)*** ❖ *PSIRA Grade A/B certificate with **more than 5 years and up to 10 years'** experience as a security manager on total security management operations -**Very good (4)*** ❖ *PSIRA Grade A/B certificate with **more than 10 years'** experience as a security manager on total security management operations – **Excellent (5)***	**20**
Security operations Manager or Site Manager with PSIRA Grade A/B	Security operations/site manager with PSIRA Grade A/B and as a security operations manager specifically managing guarding operations **NB:** please attach personnel CVs entailing skills (interpersonal, writing and verbal) ❖ *PSIRA Grade A/B certificate **with 0 – 1 year** experience as a security operations manager specifically managing guarding operations. – **Poor (1)*** ❖ *PSIRA Grade A/B certificate with **more than 1 years and up to 2 years'** experience as a security operations manager specifically managing guarding operations - **Average (2)*** ❖ *PSIRA Grade A/B certificate with **more than 2 years and up to 3 years'** experience as a security operations manager specifically managing guarding operations - **Good (3)*** ❖ *PSIRA Grade A/B certificate with **more than 3 years' and up to 4 years'** experience as a security operations manager specifically managing guarding operations – **Very Good (4)*** ❖ *PSIRA Grade A/B certificate with **more than 4 years'** experience as a security operations manager specifically managing guarding operations – **Excellent (5)***	**20**
Company experience, capability and ability in guarding services. • **Experience**	Company experience, capability and ability in guarding services. i. The bidder must have at least 3-5 years proven experience in guarding services. ii. The bidder should have successfully completed 3 or more projects in the guarding services. All successfully completed projects must add up to minimum 36 months. NB: The bidder must attach reference	**40**

EVALUATION CRITERIA	APPLICATION	WEIGHTS
• **Competency** • **Track record**	letters/testimonials from all corporate or government clients where the bidder has provided guarding services as per point (ii) above. The reference letter must be on the bidders' client letter head and must be duly signed by the client. The reference letter should include the period of **completed** projects. ❖ ***Poor (score 1)*** - ***Criteria requirements are not met.*** *None of the above criterions i.e. (i) and (ii) requirements are met.* ❖ ***Average (score 2) – Criteria requirements are inadequately met.*** *One of the above sub-criterions i.e. (i) and (ii) requirements are not met.* ❖ ***Good (score 3) - Meet all criteria requirements.*** *Both the above sub-criterions i.e. (i) and (ii) requirements are met.* ❖ ***Very Good (score 4)*** - ***Meet all criteria requirements.*** *Both the above sub-criterions i.e. (i) and (ii) requirements are met with* ***more than 5 years' up to 8 years'*** *experience and with* ***more than 36 months and up to 48 months*** *completed projects experience.* ❖ ***Excellent (score 5) - Exceed both criteria requirements significantly.*** *Both the above sub-criterions i.e. (i) and (ii) requirements are met with* ***more than 8 years'*** *experience and* ***more than 48 months*** *completed projects experience.*	
METHODOLOGY	Proposed approach and methodology (The bidders shall attach a detailed preliminary program/project plan reflecting the proposed sequence and timeframe, and also, the methodology that will be applied for execution of the various activities as per the scope of work in the TOR) ❖ *Methodology and proposed plan* ***do not outline*** *the requirements as specified in the ToR –* ***Poor (1)*** ❖ *Methodology and proposed plan* ***inadequately*** *and poorly addressed the requirements in the ToR -* ***Average (2)*** ❖ *Methodology and proposed plan* ***adequately address*** *most of the requirements in the ToR -* ***Good (3)*** ❖ *Methodology and proposed plan* ***specify*** *the manner in which the project will be delivered and indicate additional value adds–* ***Very good (4)*** ❖ *Methodology and proposed plan* ***exceptionally specify*** *the manner in which the project will be delivered and indicate additional value adds–* ***Excellent (5)***	**20**
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		**100**

NB: The bids that fail to achieve a minimum of *60 points out of 100 points* for functionality will be disqualified. This means that such bids will not be evaluated during the second and third stages.

10.2 **SECOND STAGE EVALUATION i.e. SITE INSPECTION:**

The applicable values that will be utilized when scoring each criterion ranges from **2 being average, 4 being very good and 5 being excellent.**

EVALUATION CRITERIA	APPLICATION	WEIGHT
1. Company office	Communication systems: i. Landline / cell phone ii. printers and copiers iii. Internet access iv. Base radio v. Radio licence ➢ *Not all communication systems available and/or not all functioning effectively (in working condition)* ***- Average (2)*** ➢ *Critical communication systems available and in working condition (i, ii, iii, iv, v) –* ***Very good (4)*** ➢ *All communication systems available and fully functioning and additional communication systems available (e.g. live vehicle tracking, live foot patrol monitoring, electronic OB etc****)– excellent (5)***	**25**
	Administrative personnel and operational staff: i. Designated/Appointed control room operators and/or radio operators ii. Designated/Appointed HR and Finance staff with relevant management of information (i.e. employee files and/or financial documentations) ➢ *Criteria requirements are inadequately met. One of above (i) and (ii) criteria requirements is not met –* ***Average (2)*** ➢ *Control room with designated/appointed operators, and with designated/appointed HR and Finance management with complete information in files –* ***Very Good (4)*** ➢ *Control room with designated/appointed operators, and with designated/appointed HR and Finance management with relevant complete updated information in files with effective filling systems (manual and electronic) –* ***Excellent (5)***	**25**
	Full company Uniform categories (combat and Corporate) physically available for inspection; i. Corporate with company logo ii. Combat with company logo (i.e. female and male) ➢ *Incomplete uniform. Criteria requirements are inadequately met. One of above (i) and (ii) criteria requirements is not met -* ***Average (2****)* ➢ *Full company Uniform; corporate and combat –* ***Very Good (4)*** ➢ *Full company Uniform; corporate and combat with company logo (i.e. female and male), additional stock levels available –****Excellent (5)*** *NB: Basic uniform includes:* • *Shirt* • *Tie* • *Blazer/Jersey* • *Pants/Skirt* • *Shoes/boots* *NB: Socks, belt, hat not necessary for inspection*	**25**

EVALUATION CRITERIA	APPLICATION	WEIGHT
Fleet	Branded Vehicles registered on the company name/ owner(s) ➢ *Vehicle not branded or not registered on company or owner(s) name –**Average (2)*** ➢ *1-5 branded vehicle registered on company or owner(s) name – **Very good (4)*** ➢ *More than 5 branded vehicles registered on company or owner(s) name – **Excellent (5)***	**25**
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		**100**

NB: The Bids that fail to achieve a minimum of *70 points out of 100 points* for site inspection will be disqualified. This means that such bids will not be evaluated on third stage (Price and Preference Points System).

10.3 **THIRD STAGE-EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM**

Only bids that achieve the minimum qualifying score for second stage evaluation will be evaluated further in accordance with the 80/20 preference points system.

10.3 **Calculation of points for price**

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Service providers that quoted higher prices will score lower points for price on a pro-rata basis.

10.4 **Calculation of points for B-BBEE status level of contribution**

Points will be awarded to a service provider for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	**20**
2	**18**
3	**14**
4	**12**
5	**8**
6	**6**
7	**4**
8	**2**
Non-compliant contributor	**0**

10.4.1 In order to claim B-BBEE points in accordance with the above table of B-BBEE Status Level of Contributor, service providers must submit proof of their B-BBEE Status Level Verification Certificate.

10.4.2 Service providers who do not submit B-BBEE Status level verification certificates or are non-compliant contributors to B-BBEE, do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process.

10.4.3 A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

10.5 A bid may not be qualified by a service provider's own conditions. Failure to withdraw, waive and/or renounce these own bid conditions, when called upon to do so, will invalidate the bid.

11 TERMS AND CONDITIONS

11.1 An in-service training plan must be developed by the appointed service provider and all security officers must undergo awareness (training) as per training plan provided.

11.2 An annual uniform issuing schedule must accompany all bids. Uniforms to be reissued every twelve months. Guards and relievers must receive summer and winter uniform. The appointed service provider must make provision for uniform to be re-issued immediately if the need arises (wear and tear). This includes providing suitable uniform for pregnant guards.

11.3 The appointed service provider must ensure that all security officers that have passed the recruitment criteria should undergo induction of the site.

11.4 The appointed service provider must manage all incidents that may require the intervention of other law enforcement agencies until the arrival of the proper authorities.

11.5 This ToR will serve as the point of departure for the minimum standards of service delivery expected in terms of providing a security service at the DALRRD. No deviations will be tolerated, and the terms thereof are not negotiable.

11.6 If it is found during the evaluation process and/or after the bid/contract has been awarded that any false information has been provided, the DALRRD reserves the right to take the necessary action as deemed fit, including but not limited to the institution of criminal procedures and/or disqualification from the bid.

11.7 The appointed service provider shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article or object of any nature whatsoever, in, or against the State premises/site(s) on the site of the contract or on the periphery without written consent from Departmental Security Services. The appointed service provider shall not publicly display at the site any article or object which might be regarded as objectionable or inconsiderable.

11.8 Any sign, printed matter, painting, nameplate, advertisement, article or object, displayed without written consent, **from Directorate: Physical Security and Special Events** or which is regarded as objectionable or undesirable, will immediately be removed. The appointed service provider shall be held responsible for the costs of such removal.

11.9 In addition to providing the DALRRD with relevant documents and miscellaneous security aids the appointed service provider will safely store personal files at their provincial headquarters, which must be readily available for inspection and perusal upon reasonable demand from authorised security personnel of the DALRRD**.** These files should contain *inter alia*, scholastic, registration, training or medical certificates, departmental disciplinary records, security clearances etc.

11.10 Complete and proper universal uniforms should be provided to all security officials and they must be specific for the relevant seasons. Uniforms must:

a) Be neat and matching (photo/sample to be provided).
b) Shoes/boots suitable for security functions.
c) Uniform must be replenished immediately when its durability has expired.
d) Provide PSIRA identification cards as well as company identification cards which must be visibly displayed at all times. This includes a lanyard and card holder.

11.11 The DALRRD may move an office to other sites or acquire new office space within the timeframe of this bid in which case the DALRRD will give timeous notice to the service provider in this regard.

11.12 The DALRRD also reserve a right to increase and/or decrease equipment's and/or the number/quantity of Security Officer(s) and/or transfer/move the service required in the relevant area.

11.13 A service provider must demonstrate the availability of resources i.e. management team, physical resources, offices and control room capacity in the Eastern Cape Province

12 CONDUCT OF SECURITY OFFICERS

12.1 Security officers are prohibited from reading documents or records in offices or unnecessary handling thereof.

12.2 Security officers will be required to sign a declaration of secrecy prior to be posted on any DALRRD site.

12.3 Security officers are allowed to be in possession of cell phones but may not be busy on the cell phone whilst at their post. Earphones may not be used while on duty.

12.4 Security officers are prohibited from eating at their post.

12.5 No information concerning DALRRD activities may be furnished to the public or news media by the service providers and their employees.

12.6 Security officers must ensure that customer focus is adhered to at all times.

12.7 No deliveries will be received by any security officer(s). The necessary arrangements must be made with the departmental representative during office and after hours, should a delivery have to be made.

13 EQUIPMENT AND TECHNICAL MANDATORIES

13.1 In conjunction with the security facilities, systems and equipment provided by the DALRRD, the appointed service providers will be required to supply, maintain and operate the following security aids at his/her own cost (all security officers must be trained on the relevant equipment):

13.1.1 Detection equipment: Handheld metal detector(s) and charging equipment shall be provided for operational use at all access control points to ensure that all personnel and visitors are screened to prevent dangerous objects being brought onto the premises of the DALRRD. Handheld metal detectors must be available and functioning at all times.

13.1.2 Reliable communication system, base radio and handheld radios must be supplied and be compatible with the base radio installed at all sites. All units are to be supplied with two (2) batteries and suitable chargers. Licensing is the responsibility of the appointed service provider. Cell phones may never be used as a replacement of base or handheld radios unless authorised by DALRRD in certain circumstances e.g. breakdown of transmitter/radio and awaiting installation of new radio etc.

13.1.3 Flashlights and pouch/ring – two flashlight per post, with a minimum of 500 lumens.

13.1.4 Spare batteries for flashlights or charger depending on the type of flashlight issued (rechargeable flashlight will be preferred).

13.1.5 Baton and baton ring.

13.1.6 Handcuffs with key and spare key.

13.1.7 Pocketbook and replacement available within 1 shift.

13.1.8 Occurrence Book (and always have a new book on standby).

13.1.9 Black and red pens and 30cm Ruler.

14 PROTECTION OF DEPARTMENTAL ASSETS

The appointed service provider must ensure compliance with the following:

14.1 No state property and/or information may be removed from a DALRRD site without proper authorization documents issued and signed by a person designated by DALRRD management on the premises for this purpose. Specifics regarding approval documents will be provided during the induction of security officers.

14.2 No state vehicle may be removed from a DALRRD site without a completed and approved trip authorization issued by a person authorized by the DALRRD. An approved original trip authorization must be requested from the authorized driver. All state vehicles must be subjected to physical searches and inspections when departing and returning to the site. Any damages noticed must be immediately reported to the relevant DALRRD manager or the Security Coordinator.

NB: No employee of the appointed service provider is allowed to utilise any state vehicle or vehicle hired by the state for any reason whatsoever. Failure to comply with this requirement will result in penalties to be issued.

14.3 All DALRRD sites are declared gun free zones. The owner of the firearm(s) must be referred to the nearest South African Police Service (SAPS) station for safe storage.

14.4 All prohibited items must be recorded in a register.

15 GUARDING SERVICES AT OTHER PROPERTY (ADDITIONAL SERVICE) AS AND WHEN REQUIRED

15.1 The DALRRD may require the following additional guarding service to be provided by the appointed service provider:

a) Access control at the property in terms of the Control of Access to Public Premises and Vehicle Act and all strategic sites which will be determined by the DALRRD;

b) Identification of all risks on the property and reporting of such to the project manager which will be appointed for the event by the DALRRD;

c) Conducting of patrols on the property;

d) Prepare a site instruction plan for the deployment;

e) Provide a vehicle, quad bike, dogs armed security guard(s) or other equipment/resources as per the need arise;

f) Radio communication to the property or cell phone communication;

g) Provide a temporary guard house(s) or toilets onsite where necessary. May include the provision of water and/or electricity/generator;

h) Farm/property needs to be inspected at least once a week by an operational manager of the appointed service provider.

16 SECURITY REGISTERS

16.1 The appointed service provider will be responsible for providing all security registers with their company logo, required for the execution of this bid. Registers should be capable of automatic duplication and issuing of receipts. Only self-carbonated paper must be used in registers. These include but not limited to:

a) Occurrence Books;
b) Visitors register (capable of duplicate printing);
c) Afterhours register;
d) Daily Key register;
e) Rotation registers;
f) Official assets incoming and outgoing register;
g) Private assets incoming and outgoing register;
h) Government vehicles register;
i) Private vehicles register;
j) Officials' temporary access registers;
k) Prohibited items register;
l) Information registers;
m) COVID related registers.

16.2 The registers must be designed in conjunction with DALRRD staff and be approved by the Director: Physical Security and Special Events prior to the commencement of any security services at any office. The appointed service provider should supply stationary to the security officers. The DALRRD will provide a template of the required registers where applicable.

16.3 The appointed service provider must ensure the proper completion of all relevant access control registers at all relevant points specified by the DALRRD and will be obliged to comply with all relevant specifications of the DALRRD pertinent to access control of persons and vehicles.

17 ACCESS CONTROL

17.1 The security guarding services will be responsible for protection of personnel, assets (movable and immovable), property and information by executing access control in compliance with the Control of Access to Public Premises and Vehicles Act, 53 of 1985.

17.2 The appointed service provider shall be responsible *inter alia* for the following duties:

17.2.1 Guarding services;

17.1.2 Access control;

17.1.3 Security escorts;

17.1.4 Conduct physical indoor and outdoor security patrols on an hourly basis to ensure the prevention of unauthorized entry, trespass, intrusion and acts of vandalism etc;

17.1.5 Prevent abuse of facilities at the DALRRD premises by employees (including visitors);

17.1.6 Implement crowd management procedures as and when the need arises. Crowd management plan must be provided by the appointed service provider together with the site instructions;

17.1.7 Provide effective security during periods of unrest, striking, disaster or any incidents of similar nature;

17.1.8 Keep track and ensure that all visitor registers/cards/slips are accounted for at the end of each shift. Should there be any visitor cards/slips that are not returned at the end of each working day, the appointed service providers' security supervisor shall provide a written report indicating reasons for visitor's card/slip not been accounted for.

17.2 Access control shall be applied but not limited to the following point(s) at all sites:

a. All pedestrian and vehicle entrances, including the reception and/or foyer areas at all sites where public and employees enter; and

b. Inside and outside patrols of the DALRRD premises including perimeter walls or fence.

17.3 The following facilities, systems and equipment where installed shall be manned by the appointed service provider's personnel who must ensure that the security officials are competent in such systems and equipment:

a. Main, vehicle and pedestrian entrances, whether equipped or not with electronic security system, such as monitor, boom, access control point/biometric walk-through and handheld metal detectors and x-ray machines, etc;

b. Access control to premises/offices - once inside the reception area, access control shall be conducted by means of card/biometric readers and/or other access control measures where applicable;

c. Intruder alarm system - where applicable; and

d. Fire Detection and Control Systems where applicable.

18 PRELIMINARY INVESTIGATIONS AND INCIDENT REPORTING

All security related and occupational and health incidents must be reported, and the following investigation reports submitted:

a. Immediate notification of the event must be communicated to the relevant coordinator via cell phone;

b. The offsite supervisor/operational manager must attend all security related incidents/breaches;

c. A written incident summary report summarizing the event must be submitted within 8 - 12 hours after the incident. A register capable of producing duplicate reports has been designed for this purpose;

d. A preliminary investigation report must thereafter be submitted within 3 - 5 days (investigation report template will be discussed with the appointed service provider);

e. A comprehensive investigation report must thereafter be submitted within 14 - 21 days. This report must be compliant with the rules of evidence as laid out in the Criminal Procedure Act 51 of 1977.

f. The appointed service provider is responsible for reporting criminal cases to SAPS on behalf of DALRRD.

19 ELECTRONIC GUARD TRACKING SYSTEMS

Electronic systems with remote monitoring capabilities to monitor guard patrols must be installed at all sites at the cost of the appointed service provider and this will be removed by the appointed service provider upon expiration of the bid. Software, training and registration on these systems must also be provided at no cost to the DALRRD. The installed guard patrols systems must provide daily patrol reports and submit these electronically to the DALRRD. Detailed reports must be provided on a daily basis. The DALRRD will allow 10% deviation on patrol reports taking into consideration the following issues only:

a. Incomplete contact (security officer does not perform successful contact with a point along the specified route).

b. Load shedding or power failure for any reason e.g. maintenance, disaster etc.

c. Patrol system repairs or maintenance (device malfunction must be reported immediately).

d. Specific issues discussed with specific offices and where formal acceptance has been authorized.

20 PROVINCIAL CONTROL ROOM

a. The appointed service provider's control room must be fully operational for the duration of the contract. The control room must meet the relevant legislative compliance requirements and be able to communicate to any site.

b. The appointed service provider must implement high level technology for radio communication/base radio or provide assigned/dedicated device for communication to all sites.

c. The appointed service provider must appoint capable/experienced operational staff that will be able to manage and coordinate in his/her area of responsibility.

d. Reliable transport inclusive of fuel must always be available.

e. The control room must be equipped with the following resources, but not limited to:

- Communications: Computer with internet access, e-mails, cell phones, base radios, printer and scanner.
- Other resources such as admin, finance personnel.
- Card printing facilities for printing of name cards for security officers.
- Uniform and equipment must be available at all times at Provincial Offices/Control Rooms.

f. The appointed service provider must implement an electronic occurrence book/incident management system and all departmental representative at the respective Province must be registered to receive immediate electronic alerts of all incidents via the electronic occurrence book/incident management system.

21 LABOUR UNREST INCIDENTS

21.1 The appointed service provider shall prepare a labour unrest plan prior to the contract starting with clear details of actions to be taken, time frames, total security officers, procedures regarding striking employees etc.

21.2 The appointed service provider must implement the labour unrest plan to ensure continuation of the security services during all labour unrest incidents, civilian disorder, a local or a national disaster or any other cause.

21.3 In the event of strike action/unrest being embarked upon by the security officers of the appointed service provider, the appointed service provider will immediately advise the DALRRD of the strike action.

21.4 In the event whereby the private security industry is embarking on a strike, the security officers of the appointed service provider will not be allowed onto the sites of the DALRRD for any purpose other than the rendering of security services in terms of contract.

21.5 The appointed service provider shall be responsible for the removal of any of its employees from the sites of the DALRRD and the costs thereof.

21.6 The appointed service provider shall immediately replace any striking security officers with suitably qualified security officials so that the operations of the DALRRD are not disrupted in anyway.

21.7 Any additional costs that arise as a result of the aforementioned replacement labour shall be for the account of the appointed service provider.

21.8 Failure to comply with this provision shall constitute a material breach and the DALRRD shall be entitled to terminate contract with immediate effect.

21.9 In the event of the DALRRD incurring any losses or damages as a result of the strike/unrest by employees of the appointed service provider, then the appointed service provider shall be liable for the payment of the aforementioned losses and/or damages.

22 LIABILITY

22.1 The appointed service provider will be liable for all damage or loss suffered by the DALRRD as a result of the appointed service provider's own or his/her security officers' negligence or intent, in the execution of duties during the contract.

22.2 The DALRRD will not be liable for any loss or damage of whatsoever nature suffered by the appointed service provider and/or the service provider's security officers or contractors; in the execution of this contract.

22.3 The DALRRD and its employees are indemnified and held unaccountable by the appointed service provider against all loss or damages of whatsoever nature and whosoever arising.

23 BREACHES AND PENALTIES

23.1 Subject to the DALRRD's right to exercise any of its remedies it has in terms of the contract, the DALRRD will have the right to impose the penalties in the instances set out below:

ITEM	PENALTY
Damage and or loss to departmental property or assets either by criminal elements, whether wilfully or by negligence.	Actual cost of loss suffered. This claim must be accompanied by a departmental legal opinion.
DALRRD of any security incident/breach.	Full shift payment (hourly rate x 12) **per day.**
Failure to submit incident report within 8-12 hours.	
Failure to submit preliminary investigation report within 3-5 days.	
Failure to submit comprehensive investigation report within 14 - 21 days.	

ITEM	PENALTY
Incomplete or incorrect uniform or part thereof.	R1 000 per shift, per security official.
Use of official state vehicle for any reason whatsoever.	R10 000.
Absence of or incorrect pocketbook.	R200 per shift, per security official.
Absence of/or defective Identity card and/or PSIRA card (writing illegible or card broken).	
Absence of/or defective Base radio (including problems related to aerials, any communication system).	R 1000 per shift, per site.
Absence of/or defective flashlight.	R 1000 per shift.
Absence of/or defective hand radio (including depleted/defective batteries).	R 1000 per shift.
Security register (absence of/or incorrectly completed).	Full shift payment (hourly rate x 12).
Gender posting insufficient or not balance.	
Non posting of security officers.	
Desertion of post.	
Misrepresentation of information.	
Misconduct (any offence contained in the service providers or PSIRA code of conduct).	
Sleeping on duty.	
Failure to conduct any of the required 1st level and/or 2nd level inspections (1 penalty per inspection not conducted).	
Posted officers without the knowledge of the departmental representative.	
Posted officers who are not inducted by the service provider.	
Defective equipment.	
Absence of required equipment.	
Officers working long hours without a relieve i.e 16 hours and more.	
Dereliction of duty.	
Making use of a cell phone whilst on duty.	
Security officers found reading newspaper or other non-work-related documents on duty.	
Eating on duty (at post).	
Offsite supervisor committing any of the above-mentioned penalties.	R1 000 per penalty.
Failure to establish control room within the specified timeframe.	R5 000 per week.
Failure to implement patrol system within the specified timeframe.	R2 500 per week.
Failure to implement electronic occurrence book within the specified timeframe.	R2 500 per week.

23.2 Security officers must render the security guarding services as required by the DALRRD. Should it at any time during the term of this contract be determined that security personnel of a lower grade or with inadequate training or no training at all were provided, all overpayments made to the appointed service provider shall forthwith be recovered from the time the lower grade or untrained security personnel was/were deployed. This may be regarded as material breach of the contract which could lead to the termination of the contract.

24 ENQUIRIES

Below is the contact detail for all bid related enquiries. Electronic communication will be preferred:

QUERY	NAME	CONTACT DETAILS
Technical	C. Coetzee	Christiaan.Coetzee@dalrrd.gov.za (043) 701 8113
Bid related	P Makhado	Pfarelo.makhado@dalrrd.gov.za (012) 312 8711
	A. Olyn	Abie.olyn@dalrrd.gov.za (012) 312 9518

25 DELIVERY ADDRESS

Department of Agriculture, Land Reform and Rural Development
184 Jeff Masemola Street (Old Building)
Pretoria
0001

NB: ALL BIDS MUST BE SUBMITTED AT NATIONAL OFFICE ON OR BEFORE THE DATE OF CLOSING, PLEASE NOTE THAT NO BID WILL BE ACCEPTED FROM PROVINCIAL OFFICES.

26 PUBLICATION / ADVERT APPROVAL

a. Tender bulletin;
b. National Treasury E-Portal;
c. DALRRD website;
d. 21 working days; and
e. Compulsory briefing session.

27 APPROVAL AND ENDORSEMENT

These terms of reference have been checked and approved as follows:

APPROVED/ NOT APPROVED

MR A.C. FERREIRA
CHAIRPERSON: BSEC
DATE:

5/2/2/1- DALRRD 0010(2022/2023)

APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY GUARDING SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) FOR THE EASTERN CAPE PROVINCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

CLOSING DATE: 8 SEPTEMBER 2022

NB: COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE: 22 AUGUST 2022

TIME: 11:00

VENUE: **BLOCK H, OCEAN TERRACE, CNR MOORE AND COULTS STREET QUIGNEY EAST LONDON**

TECHNICAL ENQUIRIES : Mr. Christiaan.Coetzee
TEL : (043) 701 8113
EMAIL : Christiaan.Coetzee@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Abie Olyn/ Mr P Makhado/ Mr F Maseli
TEL : (012) 312 9518/9786/9734/871/ 9772
EMAIL: abie.olyn@dalrrd.gov.za /Tshepo.Mlambo@dalrrd.gov.za /pfarelo.makhado@dalrrd.gov.za/MbulaheniMA@dalrrd.gov.za

NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.

FINANCIAL PROPOSAL – PART 2 OF 2

ESTIMATED GUARDS REQURIED PER OFFICE BUILDING: EASTERN CAPE						ANNEXURE A
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
N.B Please note that all rates should be inclusive of all direct cost such as ,Leave provision,Study Leave,Family respons leave,						
Night shif allowance,provident fund, bonuses,COIDA,UIF,UNIFORM,etc						
BEACONBAY RLCC, BEACONHURST STR CROSSING		**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
Grade C	**QUANTITY REQUIRED**	**R**				**R**
FOR A NORMAL DAY SHIFT - MON TO FRI	**5**		**12**	**21**	**36 months**	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	**3**		**12**	**21**	**36 months**	
FOR A DAY SHIFT ON SATURDAY	**3**		**12**	**5**	**36 months**	
FOR A DAY SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	**3**		**12**	**6**	**36 months**	
FOR A NIGHT SHIFT ON SATURDAY	**3**		**12**	**5**	**36 months**	
FOR A NIGHT SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	**3**		**12**	**6**	**36 months**	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
Grade C (Supervisor)	**QUANTITY REQUIRED**	**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
FOR A NORMAL DAY SHIFT - MON TO FRI	**1**		**12**	**21**	**36 months**	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						

PSSC BLOCK H OCEAN TERRACE MOORE 1st FLOOR EAST LONDON		ALL INCLUSIVE HOURLY RATE PER GUARD	NUMBER OF HOURS ALLOCATED PER SHIFT	AVERAGE NUMBER OF DAYS PER MONTH	CONTRACT DURATION	SUB- TOTAL
Grade C	**QUANTITY REQUIRED**	**R**				**R**
FOR A NORMAL DAY SHIFT - MON TO FRI	**3**		**12**	**21**	**36 months**	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	**2**		**12**	**21**	**36 months**	
FOR A DAY SHIFT ON SATURDAY	**2**		**12**	**5**	**36 months**	
FOR A DAY SHIFT ON HOLIDAYS/ SUNDAYS	**2**		**12**	**6**	**36 months**	
FOR A NIGHT SHIFT ON SATURDAY	**2**		**12**	**5**	**36 months**	
FOR A NIGHT SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	**2**		**12**	**6**	**36 months**	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
Grade C (Supervisor)	**QUANTITY REQUIRED**	**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
FOR A NORMAL DAY SHIFT - MON TO FRI	**1**		**12**	**21**	**36 months**	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
PLRO and SPI BLOCK F OCEAN TERRACE MOORE EAST LONDON		**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
Grade C	**QUANTITY REQUIRED**	**R**				**R**

FOR A NORMAL DAY SHIFT - MON TO FRI	3		12	21	36 months	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	3		12	21	36 months	
FOR A DAY SHIFT ON SATURDAY	2		12	5	36 months	
FOR A DAY SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	2		12	6	36 months	
FOR A NIGHT SHIFT ON SATURDAY	2		12	5	36 months	
FOR A NIGHT SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	2		12	6	36 months	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
Grade C (Supervisor)	**QUANTITY REQUIRED**	**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
FOR A NORMAL DAY SHIFT - MON TO FRI	1		12	21	36 months	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
Surveyor General 11 Phillip Frame Road, Chelhurst East london EAST LONDON		**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
Grade C	**QUANTITY REQUIRED**	**R**				**R**
FOR A NORMAL DAY SHIFT - MON TO FRI	2		12	21	36 months	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	2		12	21	36 months	

FOR A DAY SHIFT ON SATURDAY	1		12	5	36 months	
FOR A DAY SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	1		12	6	36 months	
FOR A NIGHT SHIFT ON SATURDAY	1		12	5	36 months	
FOR A NIGHT SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	1		12	6	36 months	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
Grade C (Supervisor)	**QUANTITY REQUIRED**	**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
FOR A NORMAL DAY SHIFT - MON TO FRI	1		12	21	36 months	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
3RD FLOOR 42 TERMINUS STREET EAST LONDON AMATHOLE		**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
Grade C	**QUANTITY REQUIRED**	**R**				**R**
FOR A NORMAL DAY SHIFT - MON TO FRI	3		12	21	36 months	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	2		12	21	36 months	
FOR A DAY SHIFT ON SATURDAY	2		12	5	36 months	
FOR A DAY SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	2		12	6	36 months	

FOR A NIGHT SHIFT ON SATURDAY	2		12	5	36 months	
FOR A NIGHT SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	2		12	6	36 months	
ALL INCLUSIVE SUB- TOTAL						R……
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
66 RING ROAD, 2ND FLOOR INVESTEC BUILDING, GREEN ACRES, RLCC PORT ELIZABETH		**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
Grade C	**QUANTITY REQUIRED**	**R**				**R**
FOR A NORMAL DAY SHIFT - MON TO FRI	2		12	21	36 months	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	2		12	21	36 months	
FOR A DAY SHIFT ON SATURDAY	2		12	5	36 months	
FOR A DAY SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	2		12	6	36 months	
FOR A NIGHT SHIFT ON SATURDAY	2		12	5	36 months	
FOR A NIGHT SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	2		12	6	36 months	
ALL INCLUSIVE SUB- TOTAL						R……
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
Grade C (Supervisor)	**QUANTITY REQUIRED**	**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
FOR A NORMAL DAY SHIFT - MON TO FRI	1		12	21	36 months	

ALL INCLUSIVE SUB- TOTAL						R……
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
40 BLAKE WAY ROAD MTHATHA		ALL INCLUSIVE HOURLY RATE PER GUARD	NUMBER OF HOURS ALLOCATED PER SHIFT	AVERAGE NUMBER OF DAYS PER MONTH	CONTRACT DURATION	SUB- TOTAL
Grade C	QUANTITY REQUIRED	R				R
FOR A NORMAL DAY SHIFT - MON TO FRI	2		12	21	36 months	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	2		12	21	36 months	
FOR A DAY SHIFT ON SATURDAY	2		12	5	36 months	
FOR A DAY SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	2		12	6	36 months	
FOR A NIGHT SHIFT ON SATURDAY	2		12	5	36 months	
FOR A NIGHT SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	2		12	6	36 months	
ALL INCLUSIVE SUB- TOTAL						R……
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
Grade C (Supervisor)	QUANTITY REQUIRED	ALL INCLUSIVE HOURLY RATE PER GUARD	NUMBER OF HOURS ALLOCATED PER SHIFT	AVERAGE NUMBER OF DAYS PER MONTH	CONTRACT DURATION	SUB- TOTAL
FOR A NORMAL DAY SHIFT - MON TO FRI	1		12	21	36 months	
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
DEEDS OFFICE, BOTHA SIGCAU BUILDING, GROUND FLOOR ROOM 10 CNR LEYDES & OWENS STREET MTHATHA		ALL INCLUSIVE HOURLY RATE PER GUARD	NUMBER OF HOURS ALLOCATED PER SHIFT	AVERAGE NUMBER OF DAYS PER MONTH	CONTRACT DURATION	SUB- TOTAL
Grade C	QUANTITY REQUIRED	R				R

FOR A NORMAL DAY SHIFT - MON TO FRI	2		12	21	36 months	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	1		12	21	36 months	
FOR A DAY SHIFT ON SATURDAY	1		12	5	36 months	
FOR A DAY SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	1		12	6	36 months	
FOR A NIGHT SHIFT ON SATURDAY	1		12	5	36 months	
FOR A NIGHT SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	1		12	6	36 months	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
Grade C (Supervisor)	**QUANTITY REQUIRED**	**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
FOR A NORMAL DAY SHIFT - MON TO FRI	1		12	21	36 months	
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
133 ALEXANDRA ROAD, KING WILLIAMS TOWN		**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
Grade C	**QUANTITY REQUIRED**	**R**				**R**
FOR A NORMAL DAY SHIFT - MON TO FRI	3		12	21	36 months	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	3		12	21	36 months	
FOR A DAY SHIFT ON SATURDAY	2		12	5	36 months	
FOR A DAY SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	2		12	6	36 months	

FOR A NIGHT SHIFT ON SATURDAY	2		12	5	36 months	
FOR A NIGHT SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	2		12	6	36 months	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
Grade C (Supervisor)	**QUANTITY REQUIRED**	**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
FOR A NORMAL DAY SHIFT - MON TO FRI	1		12	21	36 months	
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
22 STATION STREET, RLCC, SARS BUILDING		**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
Grade C	**QUANTITY REQUIRED**	**R**				**R**
FOR A NORMAL DAY SHIFT - MON TO FRI	1		12	21	36 months	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	1		12	21	36 months	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
66 Prince Alfred Road Queenstown, District Office		**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
Grade C	**QUANTITY REQUIRED**	**R**				**R**
FOR A NORMAL DAY SHIFT - MON TO FRI	2		12	21	36 months	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	2		12	21	36 months	

FOR A DAY SHIFT ON SATURDAY	**2**		**12**	**5**	**36 months**	
FOR A DAY SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	**2**		**12**	**6**	**36 months**	
FOR A NIGHT SHIFT ON SATURDAY	**2**		**12**	**5**	**36 months**	
FOR A NIGHT SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	**2**		**12**	**6**	**36 months**	
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
Grade C (Supervisor)	**QUANTITY REQUIRED**	**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
FOR A NORMAL DAY SHIFT - MON TO FRI	**1**		**12**	**21**	**36 months**	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
GADI GROOTFONTEIN, MIDDELBURG EC		**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
Grade C	**QUANTITY REQUIRED**	**R**				**R**
FOR A NORMAL DAY SHIFT - MON TO FRI	**10**		**12**	**21**	**36 months**	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	**6**		**12**	**21**	**36 months**	
FOR A DAY SHIFT ON SATURDAY	**6**		**12**	**5**	**36 months**	
FOR A DAY SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	**6**		**12**	**6**	**36 months**	
FOR A NIGHT SHIFT ON SATURDAY	**6**		**12**	**5**	**36 months**	

FOR A NIGHT SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	6		12	6	36 months	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
Grade C (Supervisor)	**QUANTITY REQUIRED**	**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
FOR A NORMAL DAY SHIFT - MON TO FRI	1		12	21	36 months	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	1		12	21	36 months	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
40 PEARSON STR, PE		**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
Grade C	**QUANTITY REQUIRED**	**R**				**R**
FOR A NORMAL DAY SHIFT - MON TO FRI	2		12	21	36 months	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	2		12	21	36 months	
FOR A DAY SHIFT ON SATURDAY	2		12	5	36 months	
FOR A DAY SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	2		12	6	36 months	
FOR A NIGHT SHIFT ON SATURDAY	2		12	5	36 months	
FOR A NIGHT SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	2		12	6	36 months	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						

54 PETERSON ROAD, PE		ALL INCLUSIVE HOURLY RATE PER GUARD	NUMBER OF HOURS ALLOCATED PER SHIFT	AVERAGE NUMBER OF DAYS PER MONTH	CONTRACT DURATION	SUB- TOTAL
Grade C	**QUANTITY REQUIRED**	**R**				**R**
FOR A NORMAL DAY SHIFT - MON TO FRI	**2**		**12**	**21**	**36 months**	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	**2**		**12**	**21**	**36 months**	
FOR A DAY SHIFT ON SATURDAY	**2**		**12**	**5**	**36 months**	
FOR A DAY SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	**2**		**12**	**6**	**36 months**	
FOR A NIGHT SHIFT ON SATURDAY	**2**		**12**	**5**	**36 months**	
FOR A NIGHT SHIFT ON /PUBLIC HOLIDAYS/ SUNDAYS	**2**		**12**	**6**	**36 months**	
ALL INCLUSIVE SUB- TOTAL						**R……**
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
UNIT 3 B STIRLING, UNIT 7 UNIT 9		**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
Grade C	**QUANTITY REQUIRED**	**R**				**R**
FOR A NORMAL DAY SHIFT - MON TO FRI	**3**		**12**	**21**	**36 months**	
FOR A NORMAL NIGHT SHIFT - MON TO FRI	**3**		**12**	**21**	**36 months**	
FOR A DAY SHIFT ON SATURDAY/	**2**		**12**	**5**	**36 months**	
FOR A DAY SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	**2**		**12**	**6**	**36 months**	

FOR A NIGHT SHIFT ON SATURDAY	**2**		**12**	**5**	**36 months**	
FOR A NIGHT SHIFT ON PUBLIC HOLIDAYS/ SUNDAYS	**2**		**12**	**6**	**36 months**	
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES						
Grade C (Supervisor)	**QUANTITY REQUIRED**	**ALL INCLUSIVE HOURLY RATE PER GUARD**	**NUMBER OF HOURS ALLOCATED PER SHIFT**	**AVERAGE NUMBER OF DAYS PER MONTH**	**CONTRACT DURATION**	**SUB- TOTAL**
FOR A NORMAL DAY SHIFT - MON TO FRI	**1**		**12**	**21**	**36 months**	
ALL INCLUSIVE SUB- TOTAL						**R……**

TOTAL COST FOR EASTERN CAPE PROVINCE	**R……**
PLUS COST TO SUPPLY, DELIVER AND INSTALL GUARD HOUSE(S) WHERE REQUIRED REFER TO PAR 5 OF THE TOR	**R……**
TOTAL EXCLUDING VAT	**R……**
VAT @15%	**R……**
GRAND TOTAL COST FOR THE PROJECT	**R……**

NB• Overhead expenses should be inclusive of the following: Profit, Relievers, Vehicles per Province, Control Room, Detection Equipment, handheld Radio's and spare batteries , Base Radio, Flashlights, All Security related equipment such as Equipment, Baton, Handcuffs, Pocketbook, uniform, and Registers

The department currently does not require Grade A officers, however, service providers are required to provide rates which will apply should the Department need additional or adhoc security guarding services