agriculture &
rural development
Department:
Agriculture and Rural Development
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

NMM District, Training Centre Building
Cnr Onkgopotse Tiro Moshoeshoe Road
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OFFICE OF HEAD OF DEPARTMENT

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INVITATION TO BID

13 DARD 18/2026: PROVISION OF 24-HOUR PHYSICAL SECURITY SERVICES AT DR RUTH SEGOMOTSI MOMPATI DISTRICT SITES FOR A PERIOD OF THIRTY-SIX (36) MONTHS - DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

You are invited to submit a bid for the services as indicated in the attached bid documents.

1. The conditions contained in the General Conditions of Contract (GCC), and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

2. The work procedure the bidder proposes to follow to obtain the required results must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract (GCC).

3. The following bid documents are sent herewith:

3.1. Terms of reference
3.2. SBD 1- Invitation to Bid Form
3.3. SBD 3.3 – Pricing Schedule
3.4. SBD 4 – Bidders Disclosure
3.5. SBD 6.1 - Preferential Points

Bidders are expected to complete the SBD with correct and accurate information

3.6. General conditions of contract (GCC)

4. All the documents accompanying this invitation to bid must be completed in detail, be sealed in an envelope, and be deposited in the bid box situated at the reception area of NMM District, Training Centre Building Cnr. Onkgopotse Tiro and Moshoeshoe Road Mmabatho before the closing date and time as follows:

Bid Number:	**13 DARD 18/2026**
Closing Date:	**17 December 2026**
Closing Time:	**11HOO**

5. Briefing Session

There will be no compulsory briefing. However, any Bidder(s) who wishes to view the site(s) may make such arrangement by contacting officials listed on technical enquiry via email as stated in clause number 12.

6. Closing Time

The closing time for submission of Bid Offers is **08 January 2027 at 11h00** at NMM District, Training Centre Building Cnr. Onkgopotse Tiro and Moshoeshoe Road Mmabatho.

7. Access - Officials acting on behalf of the Department shall be provided with access to premises and facilities for inspections and testing.

8. No Telephonic, telegraphic, telex, facsimile, electronic or e-mailed bids will be considered.

9. The service providers can download tender from the E-Portal website www.etenders.gov.za/content/advertised-tenders or Departmental Website www.nwpg.gov.za/Agriculture under Tenders

10. The Department of Agriculture and Rural Development **reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.**

11. Enquiries (bidders are encouraged to utilize emails for enquiries) relating to this bid can be obtained from the following officials:

DESIGNATION	CONTACT
General SCM enquiries: Ms. M. Matsheka	matshekam@nwpg.gov.za **018 384 6080**
Technical Enquiries: Mr. M. Maboya	mmaboya@nwpg.gov.za **078 684 0747**
Mr. S. Phiri	ASPhiri@nwpg.gov.za **082 591 9144**

12. BID REQUIREMENTS

12.1. Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time. The bidding box shall be locked at exactly 11:00. The closing time will be in accordance with Telkom Time (1026)

12.2. Bids will be valid for a period of **120 days**.

12.3. All bid prices must be quoted in South African Currency and must be VAT inclusive.

12.4. All the relevant forms attached to this bid document must be completed in full, all fields completed and signed in black ink where applicable by a duly authorised official.

12.5. The successful bidder will be required to sign a written contract form (SBD 7.2).

12.6. The successful bidder will also be required to sign the Service Level Agreement with the department.

12.7. The official forms as per paragraph 3 above and the bid terms of reference / specification must not be retyped. To ensure authenticity of the documents, bidders must complete forms manually.

13. MANDATORY DOCUMENTATION

13.1 The prospective bidders are required to provide the following mandatory documentation which will be used for phase **1 of the Evaluation on Mandatory Documentation:**

13.1.1 Certified copy of company's registration certificate.

13.1.2 Original, completed and signed Standard Bidding Document.

13.1.3 Valid SARS Tax Pin.

13.1.4 For Joint Venture to be considered and points accordingly, the following documents are required: -

13.1.4.1 Agreement between the parties of the Joint Venture.

13.1.4.2 All parties must be registered on the CSD with a Tax compliant status of all parties to the Joint Venture, and they must make full disclosures as required by the SBD 4.

13.1.5. Valid certified copy of the company's Private Security Industry Regulatory Authority (PSIRA) (Act No. 56 of 2001) registration certificate as Security Service Provider.

13.1.6. Valid letter of good standing of the company from PSIRA.

13.1.7. Valid and certified copy of all company directors' PSIRA registration Certificates.

13.1.8. Valid and certified copy of Compensation for Occupational Injuries and Diseases Act (COIDA) (Act No. 130 of 1993) issued by the Department of Employment and Labour

13.1.9. Valid proof of Private Sector Security Provident Fund (PSSPF) registration.

13.1.10 Valid confirmation letter of good standing issued by (PSSPF) indicating company's compliant status.

13.1.11. Copies of the employment contract and Payslip in line with Basic Conditions of Employment Act (BCEA) (Act No. 75 of 1997).

13.1.12. A copy of Police Clearance for all Directors issued by SAPS and not older than twelve (12) months.

All documents submitted may be subjected to external verification and confirmation.

NB:

- **Period of Certified documents and letters should not be older than six (06) months, unless stated otherwise in the document. If the company has not been in operation, blank copies of payslip and employment contract can be provided.**
- **Supplier must be registered on the National Treasury Central Suppliers Database (CSD) on or before the bid closing date and tax Compliant.**

14. EVALUATION CRITERIA AND PROCESSES TO BE USED:

DARD has defined minimum standards or criteria (Threshold) that a bidder needs to meet to progress through the evaluation and selection process. The process consists of three phases.

14.1. Phase 1: Pre-Qualification - Evaluation of Mandatory Requirements:

This entails initial screening of bid responses received at close of bid. During this phase bid responses are registered to ascertain the number of bid responses received before the closing date and time and to verify if the bidders submitted all mandatory requirements listed on 13.1. above.

Note: Failure to submit the documents listed above will result in the disqualification of your bid.

Reasons for disqualification

The Department reserves the right to disqualify any bidder who does any one or more of the following: -

14.1.1 Bidders who are not successfully registered on CSD;

14.1.2 Bidders who submitted incomplete information and documentation according to the requirements of this RFB;

14.1.3 Bidders who submitted information that is fraudulent, factually untrue, or inaccurate, for example memberships that do not exist, B-BBEE credentials, experience, etc.

14.1.4 Bidders who received information not available to other bidders through fraudulent means;

14.1.5 Bidders who do not comply with Legal requirements as stipulated in this RFB;

14.1.6 Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts;

14.1.7 Bidders who are listed on the National Treasury's Database of restricted suppliers; and

14.1.8 Directors or shareholders of bidding companies who are employed by the State.

14.2 Phase 2 – Technical / Functional Requirements:

14.2.1 Only bidders that have met the Pre-Qualification Criteria in Phase 1 will be evaluated in Phase 2 on Technical Criteria. The bidders' proposals will be scored according to the technical scorecard below.

14.2.2 This evaluation will be based on the responses using the criteria i.e., Understanding of the bid, Proposal, experience of resources (key personnel) to be utilized, company track record and experience of the company.

14.2.3 The threshold values set for the qualification of bid is 70% and all the bidders who score below this score will be eliminated.

14.2.4 Criterion 1: References related to experience.

14.2.4.1 Please note that this section refers to the Company and its legacy's references related to the experience in Security Services. It also considers that the references are related & relevant to the rendering of security services.

14.2.4.2 Bidders should provide copies of reference letters on an official letterhead of the referee, in relation to the experience gained on projects relevant to the scope of work.

14.2.4.3 The following details should be included in the reference letter: -

14.2.4.3.1 Details of work that have been successfully completed (similar to Security Services scope of work).

14.2.4.3.2 The Contract Amount and period

14.2.4.3.3 Accessibility of service provider.

14.2.4.3.4 General performance of the service provider on the project**.**

14.2.4.4 **Bidder (s) shall be disqualified if found to have misrepresented information on the bid documents.**

The letter should also include who the contact person with all his/her details. The following table must be completed by the bidder as a summary of services completed:

Employer / Client	Nature of Work	Value of Work (Incl. VAT)	Start and completion date (month and year) Duration
			Start:
			Completion:
			Duration:
			Start:
			Completion:
			Duration:
			Start:
			Completion:
			Duration:
			Start:
			Completion:
			Duration:
			Start:
			Completion:
			Duration:
			Start:
			Completion:
			Duration:
			Start:
			Completion:
			Duration:

14.2.5 Criterion 2: Operational Functionality – The department will conduct Site Inspection.

14.2.5.1 The Security Provider should have an established 24-hour operational control room for communication, monitoring and recording of all events and this control room must be available for inspection by DARD Officials.

14.2.5.2 The physical Inspection would be limited to bidders who passed minimum threshold on functionality. The service providers will be notified when the Department comes to inspect their premises and working tools

14.2.5.3 Site inspection will be conducted to confirm representations made in the bid document.

14.2.5.4 Written notice of change of physical address of the business must reach the departmental Supply Chain Management Office within fourteen (14) days after the closing date of such bid.

14.2.5.5 The service provider must be able to handle labour and student unrests and have the necessary strategy and staff complement that is trained to handle unrests and have the necessary equipment e.g. riot control equipment. The Service Provider may be required to submit a crowd management certificate accredited by SASETA. The staff compliment will be billed at a daily rate as per the contract that will be signed by the parties.

14.2.6 Criterion 3: Office Premises (Title Deed/Letter of Tribal Authority/Valid Lease Agreement or Municipality Statement of Account)

14.2.6.1 The bidder should have an existing office that is operational**.** The bidder is expected to provide an existing and valid lease agreement, title deed or statement of business account from Local Municipality confirming the business operational office address. This office may be inspected by the DARD officials.

14.2.7 The functionality criteria is as follows:

NO.	CRITERIA	MAXIMUM SCORE
1.	**PAST EXPERIENCE**	**15**
	1.1 Number of combined years in the security services: - 1.1.1. Ten (10) years and more = 10 points 1.1.2. Eight to Nine years = **7 points** 1.1.3. Five to Seven years = **4 points** 1.1.4. Two to Four years = **2 points** 1.1.5. Below Two years = **1 point**	10
	1.2 A proven track record of rendering physical security services (Bidders must submit reference letter/s as stated in reference 14.2.4.2). 1.2.1. Five letters or more = **5 points** 1.2.2. Four letters = **3 points** 1.2.3. One to Three letters = **2 Points** 1.2.4. No submission = **0 point**	5
2	**RISK BASED CONTINGENCY PLAN (Attach Plans based on the below)**	**16**
	2.1 Strike Management: 2.1.1. A plan on how the security service provider will assist DARD during public sector and private sector strikes. The plan must have due regard to the provision of extra security officers in the case of strike= 3 **points**	3

NO.	CRITERIA	MAXIMUM SCORE
	2.1.2.Inadequate or No submission = **0 point**	
	2.2 Fire Management 2.2.1. A detailed (step-by-step) plan on how the security service provider will manage the sites when the fires breakout = **1 point** 2.2.2. Inadequate plan or No submission = **0 point**	1
	2.3 Threat and Risk Assessment 2.3.1. An indication on how often the service provider will conduct its own site security threats analysis and provision of reports thereof = **2 points** 2.3.2. Inadequate plan or No submission = **0 point**	2
	2.4 Security breaches 2.4.1. A detailed plan on how the service provider is going to manage the sites when a case of Security breach is detected = **2 points** 2.4.2. Inadequate plan or No Submission of security standard operational procedure = **0 point**	2
	2.5 Emergency Evacuation 2.5.1. A detailed plan on how the service provider will assist the authorities during the emergency evacuation = **2 points** 2.5.2. Training schedule for security officers on sites on the emergency of evacuation for the sites should be indicated = **1 point** 2.5.2. Inadequate plan or No submission = **0 point**	3
	2.6 Power Failure 2.6.1. A detailed plan on how the service provider will manage the sites in case of the power failure= **2 points** 2.6.2. Inadequate plan or No submission = **0 point**	2
	2.7 Crowd control 2.7.1. A detailed plan on how to manage crowd to avoid stampede = **2 points** 2.7.2.Inadequate plan or No submission = **0 point**	2
	2.8 Affiliation to the National Bargaining Council for Private Security Sector 2.8.1 Affiliation = **1 point** 2.8.2 No affiliation = **0 point**	1
3	**Office Infrastructure and Incident response time**	**5**
	Control Room Location: Operating Office Premises (Proof of Title Deed/ Letter from Tribal authority/ Valid Lease Agreement or Municipality Statement of authority account must be attached) more than 6 months prior proof of occupancy. 3.1. Less than 25 km radius from DARD Dr Ruth Segomotsi Mompati District Office= **5 points** 3.2. Between 26 km and 150km radius from DARD Dr Ruth Segomotsi Mompati District Office= **3 points** 3.3. Between 151 km and 300 radius from DARD Dr Ruth Segomotsi Mompati District Office to respond to emergencies = **2 points** **3.4.** Over 301 km radius from DARD Dr Ruth Segomotsi Mompati District Office to respond to emergencies = **0 point**	5

NO.	CRITERIA	MAXIMUM SCORE
4	**Value of Services Provided**	**6**
	4.1. The combined value of similar work previously done by the bidder in the past 05 years: 4.1.1. R8 000 000 and above = **6 points** 4.1.2. R6 000 000 to R7999 999 = **3 points** 4.1.3. R4 000 000 to R5 999 999 = **2 points** 4.1.4. Less than R4 000 000 = **1 point** 4.1.5. No submission = **0 point**	6
5	**OPERATIONAL REQUIREMENTS**	**23**
	5.1 Control Room	**12**
	5.1.1 Control room and backup systems. 5.1.1.1. Control Room: Brick and mortar should be equipped with SABS approved and functional fire extinguisher/s, toilet facility = **2 points.** 5.1.1.2. Power supply: Two sources of power supply, mains, and other alternative power supply sources (that can last up to 4-hours) = **1 point.** 5.1.1.3. No structure = **0 point**	3
	5.1.2. The Control Room is manned 24-hours a day, 7 days a week. 5.1.2.1. 24/7 manned control room = **1 point** 5.1.2.2. Base radio/ alternative = **1 point** 5.1.2.3. Control Room not manned 24/7 = **0 point**	2
	5.1.3. Twenty-four (24) hours Uninterrupted Communication system, i.e., Base Radio, Telephones or Cell phones (able to make outgoing calls). 5.1.3.1. Display Emergency telephone numbers (SAPS, Fire Department, and Disaster Management etc.) = **1 point.** 5.1.3.2. No display of Emergency Numbers = **0 point**	1
	5.1.4. Records: consistent capturing of events or activities relating to: - 5.1.4.1. Monitoring of deployed staff =**1 point** 5.1.4.2. No Records = **0 point**	1
	5.1.5. Contingency plan for the control room must be displayed in the control room 5.1.5.1. Displayed Contingency plan= **1 point**. 5.1.5.2. No display of Contingency Plan = **0 points.**	1
	5.1.6 Compliance to Firearm Control Act 5.1.6.1. Valid firearms certificates for business purposes in the name of the company = **1 point, if not 0 point** 5.1.6.2. Firearms safe = **1 point, if not 0 point** 5.1.6.3. SAPS firearm competency certificate for the person handling firearms = **1 point, if not 0 point** 5.1.6.4. Updated firearms register = **1 point, if not 0 point**	4

NO.	CRITERIA	MAXIMUM SCORE
	5.2. Equipment for Security Officers (Provide list of company owne equipment)	**9**
	5.2.1. Security officers must always be issued with equipment by the Company. These include: 5.2.1.1. Branded combat and corporate uniforms = **1 point** 5.2.1.2. Branded Rain suits = **1 point** 5.2.1.3. Torches = **1 point** 5.2.1.4. Pepper sprays = **1 point** 5.2.1.5. Hand cuffs = **1 point** 5.2.1.6 Batons = **1 point** 5.2.1.7 Handheld radios = **1 point** 5.2.1.8 Metal detectors= **1 point** 5.2.1.9 Company patrol/monitoring system=**1 point** **Each item is allocated one (1) point, failure to present an item is zero (0).**	9
	5.3. Patrol Vehicles	**2**
	5.3. Number of branded security response vehicles 5.3.1. 1 X Light Delivery Vehicle (LDV) with ground clearance of at least 210mm and 1 X Utility/ Sedan Vehicle = **2 points** 5.3.2. 1 X Utility/ Sedan Vehicle = **1 point** 5.3.3. if none = **0 point** **NB:** Vehicles must be properly registered with NaTIS (National Traffic Information System) and must be available during the site inspection. The vehicles should be registered in the name of the company or any of the company directors	2
6	**LOCALITY**	**35**
	6.1 Company with primary address on the CIPC in the North West Province = **35 points** 6.2 Company with primary address on the CIPC other than in North West Province but offices in South Africa = **5 points**	35
	Maximum score for Functionality (Total Quality Score)	**100**

NB: Site Inspection will be conducted as part of the evaluation process for those bidders shortlisted depending on their total scoring on paragraphs 1 to 4 of functionality score. Bidder (s) shall be disqualified if found to have misrepresented information on the bid documents.

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15.1. Phase 3 - Preference Point System

15.3.1. In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), responsive bids

will be adjudicated by the State on the 80/20-preference point system in terms of which points are awarded to bidders based on:

- The bid price (maximum 80 points)
- Specific Goals (maximum 20 points)

15.3.2. The following formula will be used to calculate the points for price:

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

Where: -

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

15.3.3. A maximum of 20 points may be allocated to a bidder for attaining the allocated Specific Goals in accordance to the table below:

(As amended in September 2026)

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system)**
Black Owned Enterprise	3
Women Owned Enterprise	3
Youth Owned Enterprise	5
Disabled Person Owned Enterprise	6
Military Veteran	3

DEPLOYMENT OF PRIVATE SECURITY OFFICERS AT THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT SPECIFICATION FOR DR RUTH SEGOMOTSE MOMPATIDISTRICT SITES

DR RUTH SEGOMOTSE MOMPATIDISTRICT (DR RSM) SITES	DAY SHIFT	NIGHT SHIFT	TOTAL REQUIRED	SPECIAL REQUIREMENT
Morokweng LAO	Grade C X 02	Grade C X 02	04	
Ganyesa VET/STORES	Grade C X 03	Grade C X 03	06	
Ganyesa LAO	Grade C X 02	Grade C X 02	04	
Ganyesa Auction Pan	Grade C X 02	Grade C X 02	04	
Armoedsvlakte/ Biesies	Grade C X 06	Grade C X 06	12	
	Grade A X 01 (Armed)	Grade A X 01 (Armed)	02	24Hrs Armed Patrol Vehicle
Melton Experimental Farm	Grade C X 02	Grade C X 02	04	
	Grade A X 01	Grade A X 01	02	24Hrs Armed Patrol Vehicle
Taung Stores	Grade C X 02	Grade C X 02	04	
Vryburg Vet	Grade C X 02	Grade C X 02	06	
Taung Cattle Handling	Grade C X 03	Grade C X 03	06	
Taung LAO	Grade C X 02	Grade C X 02	04	
Taung Experimental Farm	Grade C X 02	Grade C X 03	05	
Taung VET Clinic	Grade C X 01	Grade C X 02	03	
Vryburg Engineering Services	Grade C X 02	Grade C X 02	04	
Bloemhof State VET	Grade C X 02	Grade C X 02	04	
Mamusa State VET	Grade C X 02	Grade C X 02	04	
Christiana LAO/VET	Grade C X 02	Grade C X 02	04	
DR RSM Total Grade C	**38**	**40**	**78**	
DR RSM Total Grade A	**02**	**02**	**04**	
DR RSM Total for Patrol Vehicles				02 X Patrol Vehicle

GRAND TOTALS FOR DR RUTH SEGOMOTSI MOMPATI DISTRICT SITES:

- **78 Grade C + 04 Grade A = 82**
- **02 x 24/7 patrol vehicles**

PRICING SCHEDULE

NAME OF BIDDER: ……. BID NO: 13 DARD 18/2026

CLOSING TIME **11H00** ON

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

1. DR RUTH SEGOMOTSE MOMPATIDISTRICT SITES:

GRADE 'C' SECURITY OFFICER

YEAR 1 (2026/27)

DESCRIPTION	EXPLANATION	UNIT PRICE PER SECURITY OFFICER
HOURLY EQUIVALENT RATE	Clause **4(7)(b)** NBCPS Agreement	
Ordinary time: i) Primary Sec Officer ii) *Relief Sec Officer	4 shifts per week (48 hrs) 2 shifts per week (24 hrs)	R R
Sunday pay premium	4,333 weeks p/m @ X1.5	R
Public holiday premium	1 shift p/m @ X1	R
Security officer premium allowance	n/a	R0.00
Leave provision	21 consecutive days leave	R
Sick leave	24 shifts per 3-year cycle	R
Study leave	6 days per annum	R
Family Responsibility Leave	5 days per annum	R
Night shift allowance	6 Rand, p/night shift worked	R
Long Service Allowance	R500 over 60 months	R
Statutory Annual Bonus	Monthly salary	R
SUB-TOTAL		**R**
UIF	1 % of employees' income	R
Hospital Cover	R 172.50 per month	R
Provident Fund	5 % of fund salary	R
COID/WCA	3.14 % of remuneration	R
Bargaining Council Levy	R 7.00	R
PSIRA " per SO" fee (See note 7 below)	R 4.00 (average)	R
Sets of uniform	R 2050.00 per person per annum	R
Training (Skills development Levy)	1 % of remuneration (SDL)	R
Cleaning Allowance	R 31.00 per month	R
TOTAL DIRECT COST		R
Share of overheads	40 % of direct cost (Economy of scale rule applies)	R

DESCRIPTION	EXPLANATION	UNIT PRICE PER SECURITY OFFICER
SUB-TOTAL: POSSIBLE EXTRA COSTS		**R**
TOTAL COST PER MONTH		R
PROFIT PER SECURITY OFFICER		**R**
VAT		**R**
TOTAL PER SECURITY OFFICER		**R**
TOTAL FOR 78 GRADE C SECURITY OFFICERS PER MONTH		**R**
TOTAL FOR YEAR 1 (ONE)		**R**

1. Excludes profit and VAT
2. Rates used are in terms of the Schedule to the Main Agreement of the National Bargaining Council for the Private Security Sector.
3. This is an illustrative pricing guide and NBCPSS will not be held responsible in respect of your reliance on the accuracy of the aforesaid information.
4. Maternity benefits of 34% over a period of four months not included in the pricing structure.
5. *Relief Security officer is a permanent employee
6. **Share of overheads includes inter alia, liability and other insurance, payroll and admin, control centre, transport costs (vehicles, maintenance and fuel), fixed infrastructure, rates & taxes, registers, security aids, occupational health and safety compliance, management and supervision and statutory fees payable**.
7. PSIRA fees revised annually, as from April of each year, not yet finalised for the next year.

2. DR RUTH SEGOMOTSE MOMPATIDISTRICT SITES:

GRADE 'A' SECURITY OFFICER

YEAR 1 (2026/27)

DESCRIPTION	EXPLANATION	UNIT PRICE PER SECURIT OFFICER
HOURLY EQUIVALENT RATE	Clause **4(7)(b)** NBCPS Agreement	
Ordinary time: i) Primary Sec Officer ii) *Relief Sec Officer	4 shifts per week (48 hrs) 2 shifts per week (24 hrs)	R R
Sunday pay premium	4,333 weeks p/m @ X1.5	R
Public holiday premium	1 shift p/m @ X1	R
Security officer premium allowance	n/a	R0.00
Leave provision	21 consecutive days leave	R
Sick leave	24 shifts per 3-year cycle	R
Study leave	6 days per annum	R
Family Responsibility Leave	7 days per annum	R
Night shift allowance	8 Rand, p/night shift worked	R
Long Service Allowance	R500 over 60 months	R
Statutory Annual Bonus	Monthly salary	R
SUB-TOTAL		**R**
UIF	1 % of employees' income	R
Hospital Cover	R 172.50 per month	R
Provident Fund	7.5 % of fund salary	R
COID/WCA	3.14 % of remuneration	R
Bargaining Council Levy	R 7.00	R
PSIRA "per SO" fee (See note 7 below)	R 4.00 (average)	R
Sets of uniform	R 2050.00 per person per annum	R
Training (Skills development Levy)	1 % of remuneration (SDL)	R
Cleaning Allowance	R 31.00 per month	R
TOTAL DIRECT COST		R
Share of overheads	40 % of direct cost (Economy of scale rule applies)	R

DESCRIPTION	EXPLANATION	UNIT PRICE PER SECURIT OFFICER
SUB-TOTAL: POSSIBLE EXTRA COSTS		**R**
TOTAL COST PER MONTH		**R**
PROFIT PER SECURITY OFFICER		**R**
VAT		**R**
TOTAL PER SECURITY OFFICER		**R**
TOTAL FOR 04 GRADE A SECURITY OFFICERS PER MONTH		**R**
TOTAL FOR YEAR 1 (ONE)		**R**

1. Excludes profit and VAT
2. Rates used are in terms of the Schedule to the Main Agreement of the National Bargaining Council for the Private Security Sector.
3. This is an illustrative pricing guide and NBCPSS will not be held responsible in respect of your reliance on the accuracy of the aforesaid information.
4. Maternity benefits of 34% over a period of four months not included in the pricing structure.
5. *Relief Security officer is a permanent employee
6. **Share of overheads includes inter alia, liability and other insurance, payroll and admin, control centre, transport costs (vehicles, maintenance and fuel), fixed infrastructure,**
rates & taxes, registers, security aids, occupational health and safety compliance, management and supervision and statutory fees payable.
7. PSIRA fees revised annually, as from April of each year, not yet finalised for the next year.

3. DR RUTH SEGOMOTSE MOMPATI DISTRICT SITES:

GRADE 'C' SECURITY OFFICER

YEAR 2 (2027/28)

DESCRIPTION	EXPLANATION	UNIT PRICE PER SECURIT OFFICER
HOURLY EQUIVALENT RATE	Clause **4(7)(b)** NBCPS Agreement	
Ordinary time: i) Primary Sec Officer ii) *Relief Sec Officer	4 shifts per week (48 hrs) 2 shifts per week (24 hrs)	R R
Sunday pay premium	4,333 weeks p/m @ X1.5	R
Public holiday premium	1 shift p/m @ X1	R
Security officer premium allowance	n/a	R0.00
Leave provision	21 consecutive days leave	R
Sick leave	24 shifts per 3-year cycle	R
Study leave	6 days per annum	R
Family Responsibility Leave	9 days per annum	R
Night shift allowance	10 Rand, p/night shift worked	R
Long Service Allowance	R500 over 60 months	R
Statutory Annual Bonus	Monthly salary	R
SUB-TOTAL		**R**
UIF	1 % of employees' income	R
Hospital Cover	R 172.50 per month	R
Provident Fund	7.5 % of fund salary	R
COID/WCA	3.14 % of remuneration	R
Bargaining Council Levy	R 7.00	R
PSIRA "per SO" fee (See note 7 below)	R 4.00 (average)	R
Sets of uniform	R 2050.00 per person per annum	R
Training (Skills development Levy)	1 % of remuneration (SDL)	R
Cleaning Allowance	R 31.00 per month	R
TOTAL DIRECT COST		R
Share of overheads	40 % of direct cost (Economy of scale rule applies)	R

DESCRIPTION	EXPLANATION	UNIT PRICE PER SECURIT OFFICER
SUB-TOTAL: POSSIBLE EXTRA COSTS		**R**
TOTAL COST PER MONTH		R
PROFIT PER SECURITY OFFICER		**R**
VAT		**R**
TOTAL PER SECURITY OFFICER		**R**
TOTAL FOR 78 GRADE C SECURITY OFFICERS PER MONTH		**R**
TOTAL FOR YEAR 2 (TWO)		**R**

1. Excludes profit and VAT
2. Rates used are in terms of the Schedule to the Main Agreement of the National Bargaining Council for the Private Security Sector.
3. This is an illustrative pricing guide and NBCPSS will not be held responsible in respect of your reliance on the accuracy of the aforesaid information.
4. Maternity benefits of 34% over a period of four months not included in the pricing structure.
5. *Relief Security officer is a permanent employee
6. **Share of overheads includes inter alia, liability and other insurance, payroll and admin, control centre, transport costs (vehicles, maintenance and fuel), fixed infrastructure, rates & taxes, registers, security aids, occupational health and safety compliance, management and supervision and statutory fees payable**.
7. PSIRA fees revised annually, as from April of each year, not yet finalised for the next year.

4. DR RUTH SEGOMOTSE MOMPATIDISTRICT SITES :

GRADE 'A' SECURITY OFFICER

YEAR 2 (2027/28)

DESCRIPTION	EXPLANATION	UNIT PRICE PER SECURITY OFFICER
HOURLY EQUIVALENT RATE	Clause **4(7)(b)** NBCPS Agreement	
Ordinary time: i) Primary Sec Officer ii) *Relief Sec Officer	4 shifts per week (48 hrs) 2 shifts per week (24 hrs)	R R
Sunday pay premium	4,333 weeks p/m @ X1.5	R
Public holiday premium	1 shift p/m @ X1	R
Security officer premium allowance	n/a	R0.00
Leave provision	21 consecutive days leave	R
Sick leave	24 shifts per 3 year cycle	R
Study leave	6 days per annum	R
Family Responsibility Leave	11 days per annum	R
Night shift allowance	12 Rand, p/night shift worked	R
Long Service Allowance	R500 over 60 months	R
Statutory Annual Bonus	Monthly salary	R
SUB-TOTAL		**R**
UIF	1 % of employees' income	R
Hospital Cover	R 172.50 per month	R
Provident Fund	7.5 % of fund salary	R
COID/WCA	3.14 % of remuneration	R
Bargaining Council Levy	R 7.00	R
PSIRA "per SO" fee (See note 7 below)	R 4.00 (average)	R
Sets of uniform	R 2050.00 per person per annum	R
Training (Skills development Levy)	1 % of remuneration (SDL)	R
Cleaning Allowance	R 31.00 per month	R
TOTAL DIRECT COST		R
Share of overheads	40 % of direct cost (Economy of scale rule applies)	R

DESCRIPTION	EXPLANATION	UNIT PRICE PER SECURITY OFFICER
SUB-TOTAL: POSSIBLE EXTRA COSTS		**R**
TOTAL COST PER MONTH		**R**
PROFIT PER SECURITY OFFICER		**R**
VAT		**R**
TOTAL PER SECURITY OFFICER		**R**
TOTAL FOR 04 GRADE A SECURITY OFFICERS PER MONTH		**R**
TOTAL FOR YEAR 2 (TWO)		**R**

1. Excludes profit and VAT
2. Rates used are in terms of the Schedule to the Main Agreement of the National Bargaining Council for the Private Security Sector.
3. This is an illustrative pricing guide and NBCPSS will not be held responsible in respect of your reliance on the accuracy of the aforesaid information.
4. Maternity benefits of 34% over a period of four months not included in the pricing structure.
5. *Relief Security officer is a permanent employee
6. **Share of overheads includes inter alia, liability and other insurance, payroll and admin, control centre, transport costs (vehicles, maintenance and fuel), fixed infrastructure, rates & taxes, registers, security aids, occupational health and safety compliance, management and supervision and statutory fees payable**.
7. PSIRA fees revised annually, as from April of each year, not yet finalised for the next year.

5. DR RUTH SEGOMOTSE MOMPATIDISTRICT SITES:

GRADE 'C' SECURITY OFFICER

YEAR 3 (2028/29)

DESCRIPTION	EXPLANATION	UNIT PRICE PER SECURITY OFFICER
HOURLY EQUIVALENT RATE	Clause **4(7)(b)** NBCPS Agreement	
Ordinary time: i) Primary Sec Officer	4 shifts per week (48 hrs)	R
ii) *Relief Sec Officer	2 shifts per week (24 hrs)	R
Sunday pay premium	4,333 weeks p/m @ X1.5	R
Public holiday premium	1 shift p/m @ X1	R
Security officer premium allowance	n/a	R0.00
Leave provision	21 consecutive days leave	R
Sick leave	24 shifts per 3-year cycle	R
Study leave	6 days per annum	R
Family Responsibility Leave	13 days per annum	R
Night shift allowance	14 Rand, p/night shift worke	R
Long Service Allowance	R500 over 60 months	R
Statutory Annual Bonus	Monthly salary	R
SUB-TOTAL		**R**
UIF	1 % of employees' income	R
Hospital Cover	R 172.50 per month	R
Provident Fund	7.5 % of fund salary	R
COID/WCA	3.14 % of remuneration	R
Bargaining Council Levy	R 7.00	R
PSIRA "per SO" fee (See note 7 below	R 4.00 (average)	R
Sets of uniform	R 2050.00 per person per annum	R
Training (Skills development Levy)	1 % of remuneration (SDL)	R
Cleaning Allowance	R 31.00 per month	R
TOTAL DIRECT COST		R
Share of overheads	40 % of direct cost (Economy of scale rule applies)	R

DESCRIPTION	EXPLANATION	UNIT PRICE PER SECURITY OFFICER
SUB-TOTAL: POSSIBLE EXTRA COSTS		**R**
TOTAL COST PER MONTH		**R**
PROFIT PER SECURITY OFFICER		**R**
VAT		**R**
TOTAL PER SECURITY OFFICER		**R**
TOTAL FOR 78 GRADE C SECURITY OFFICERS PER MONTH		**R**
TOTAL FOR YEAR 3 (THREE)		**R**

1. Excludes profit and VAT
2. Rates used are in terms of the Schedule to the Main Agreement of the National Bargaining Council for the Private Security Sector.
3. This is an illustrative pricing guide and NBCPSS will not be held responsible in respect of your reliance on the accuracy of the aforesaid information.
4. Maternity benefits of 34% over a period of four months not included in the pricing structure.
5. *Relief Security officer is a permanent employee
6. **Share of overheads includes inter alia, liability and other insurance, payroll and admin, control centre, transport costs (vehicles, maintenance and fuel), fixed infrastructure, rates & taxes, registers, security aids, occupational health and safety compliance, management and supervision and statutory fees payable**.
7. PSIRA fees revised annually, as from April of each year, not yet finalised for the next year.

6. DR RUTH SEGOMOTSE MOMPATIDISTRICT SITES:

GRADE 'A' SECURITY OFFICER

YEAR 3 (2028/29)

DESCRIPTION	EXPLANATION	UNIT PRICE PER SECURIT OFFICER
HOURLY EQUIVALENT RATE	Clause **4(7)(b)** NBCPS Agreement	
Ordinary time: i) Primary Sec Officer ii) *Relief Sec Officer	4 shifts per week (48 hrs) 2 shifts per week (24 hrs)	R R
Sunday pay premium	4,333 weeks p/m @ X1.5	R
Public holiday premium	1 shift p/m @ X1	R
Security officer premium allowance	n/a	R0.00
Leave provision	21 consecutive days leave	R
Sick leave	24 shifts per 3 year cycle	R
Study leave	6 days per annum	R
Family Responsibility Leave	15 days per annum	R
Night shift allowance	16 Rand, p/night shift worked	R
Long Service Allowance	R500 over 60 months	R
Statutory Annual Bonus	Monthly salary	R
SUB-TOTAL		**R**
UIF	1 % of employees' income	R
Hospital Cover	R 172.50 per month	R
Provident Fund	7.5 % of fund salary	R
COID/WCA	3.14 % of remuneration	R
Bargaining Council Levy	R 7.00	R
PSIRA " per SO" fee (See note 7 below)	R 4.00 (average)	R
Sets of uniform	R 2050.00 per person per annum	R
Training (Skills development Levy)	1 % of remuneration (SDL)	R
Cleaning Allowance	R 31.00 per month	R
TOTAL DIRECT COST		R
Share of overheads	40 % of direct cost (Economy of scale rule applies)	R

DESCRIPTION	EXPLANATION	UNIT PRICE PER SECURIT OFFICER
SUB-TOTAL: POSSIBLE EXTRA COSTS		**R**
TOTAL COST PER MONTH		**R**
PROFIT PER SECURITY OFFICE		**R**
VAT		**R**
TOTAL PER SECURITY OFFICER		**R**
TOTAL FOR 04 GRADE A SECURITY OFFICERS PER MONTH		**R**
TOTAL FOR YEAR 3 (THREE)		**R**

1. Excludes profit and VAT
2. Rates used are in terms of the Schedule to the Main Agreement of the National Bargaining Council for the Private Security Sector.
3. This is an illustrative pricing guide and NBCPSS will not be held responsible in respect of your reliance on the accuracy of the aforesaid information.
4. Maternity benefits of 34% over a period of four months not included in the pricing structure.
5. *Relief Security officer is a permanent employee
6. **Share of overheads includes inter alia, liability and other insurance, payroll and admin, control centre, transport costs (vehicles, maintenance and fuel), fixed infrastructure, rates & taxes, registers, security aids, occupational health and safety compliance, management and supervision and statutory fees payable**.
7. PSIRA fees revised annually, as from April of each year, not yet finalised for the next year.

DESCRIPTION	EXPL.	TOTAL
GRAND TOTAL BID PRICE FOR THREE (3) YEARS/ THIRTY-SIX (36) MONTHS		**R**

Please note:

- Annual Increases for Security Officers will take place in line with Private Security Industry Regulatory Authority (PSIRA) and National Bargaining Council for Private Security (NBCPS).
- Prices will remain firm for the duration of the contract (i.e., 3 years) and only statutory adjustment applications shall be considered (e.g., Sectoral Minimum Wage Determination).
- Overheads and additional costs will be increased annually according to the latest available CPI rate.
- The Department reserves the right to check and verify the accuracy of salaries of Security Officers.
- The onus / responsibility lies with the bidder to ensure that they have taken all the costs into consideration when compiling bid prices.
- Pricing must be in line with the latest PSIRA wage sectoral determination and NBCPS.



Ms. Lebogang Diale
HEAD OF DEPARTMENT

23/11/2026
DATE

TERMS OF REFERENCE

NORTH WEST DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

1. PURPOSE

The purpose of this request for Bid (RFB) is an invitation to potential suppliers hereinafter referred to as "Bidders" to submit Bids for the **13 DARD 18/2026**: **Provision of Private Security Services at DR Ruth Segomotsi Mompati District sites for a period of (36 months) three years** commencing from the date as agreed with the department.

2. SECURITY SERVICE PROVIDER'S OBLIGATION

Scope of service at DARD sites

2.1. The security service comprises but is not limited to the daily physical guarding, patrol, access and exit control in all identified DARD sites for effective protection and securing of the DARD's biological, movable, immovable assets and employees, thereby reducing and minimising losses.

2.2. The office of DARD host amongst others, the Experimental farm which biological animals are kept for experimental purposes. The service provider must be able to implement physical security strategies and measures.

2.3. The scope also encompasses escorting of DARD employees, vehicles, response to emergencies on ad-hoc basis and static guarding.

2.4. The successful security service provider is expected to be registered and comply with the UIF legislation. Proof of compliance issued by the Department of Labour must be submitted prior to signing the Service Level Agreement.

2.5. The successful security service provider should comply with National Bargaining Council for the Private Security Sector.

2.6. The successful security service provider shall be responsible for assisting the DARD Security Services Unit in ensuring that the Departmental security policies, measures and procedures are implemented and adhered to by all persons entering and exiting the DARD premises.

2.7. The number of security officers, their grading and duty hours per post may vary according to the site-specific requirements. The DARD shall reserve the right at their own discretion to change or terminate these requirements at any stage while the service level agreement (SLA) is in force.

2.8. The detailed security requirements and instructions shall be covered by the post specific job descriptions at the relevant sites. These may change during the term of the SLA to accommodate the DARD's operational and strategic requirements. Operational manpower requirements described in the post-specific job description shall be discussed and may only be amended and approved by the DARD Security Services Unit. Under no circumstances shall the manpower requirements be increased or decreased without the appropriate written consent from the DARD Security Services Unit.

2.9. The Service Provider shall ensure that its security officers undergo refresher training as may be required by the DARD and / or every six months in a particular year or at such interval required by the DARD.

2.10. The Service Provider shall ensure that security officers issued with firearms are fully trained in the usage of firearms and must have competency certificate thereof.

Site Specifications

Refer to the Deployment List of Sites

3. THE MINIMUM PHYSICAL SECURITY STANDARDS TO BE PROVIDED POST AWARD

3.1. The service provider and all security officers shall be registered with the Private Security Industry Regulatory Authority (PSIRA), Act No. 56 of 2001 as required by the DARD, depending on the grading required per site. As proof thereof, a certified copy of registration must be attached with the bid. The security service provider is required to ensure that all PSIRA certification and registration documents are renewed within the required specified period of registration, e.g., letter of good standing, Departmental registration, and individual certificates. All replacement security officers brought to the site must comply with the said requirements. Copies of the registration certificates in respect of all the Directors of the company and Security Officers allocated to the sites of the Department must be submitted once the contract is awarded to a successful bidder. This will be a clause in the SLA.

3.2. The security service provider shall ensure that all security officers, without exception, wear the appropriate contracted, branded clean uniforms while on duty. The uniform type shall be determined by the DARD Security Services Unit as per the site-specific instructions.

3.3. Each security officer shall be physically and mentally fit of performing all assigned duties. Security personnel must always present a professional attitude that implies that they shall not argue or behave disrespectful towards clients. The DARD Security Services Unit reserves

the right to review all minimum requirements and give instructions for the removal of any personnel unable to perform their duties satisfactorily.

3.4. The service provider must ensure that Security officers are issued with at least the following standard equipment: Baton stick, handcuffs, pocketbook for recording incidents, security torch, pepper spray, handheld metal detector and handheld Radio or any other means of communication and nametags. This equipment shall be on each site as per the site information provided, per shift for the duration of the contract. The Security Officers must understand and be able to implement the Control of Access to Public Premises and Vehicle Act, 1985 (Act No. 53 of 1985 as well as the Trespass Act, 1959 (Act No. 6 of 1959) as amended.

3.5. Hours of duty: All security officers shall report for work on time for the shift, as designated per site instructions. Security Officers shall report on duty at least 15 minutes before the shift starting times to ensure proper shift rotation. It is expected that shifts hold parades during reporting on and off duty times.

3.6. No security officer shall be allowed to work more than 12 continuous hours without sufficient rest to ensure that he/she stays alert and is able to perform the required security duties to the DARD's satisfaction. Each security officer must always be identifiable by means of an issued PSIRA and/or Security Service Provider identification card.

3.7. The duty hours are indicated on the site information spread sheet. DARD reserves the right to change the duty hours to suit its operational requirements. Changes to duty hours shall be conveyed to the security service provider within 24-hours prior to the change being implemented.

3.8. Security officers shall not leave/desert their posts without being properly relieved by another security officer. It is the service provider's responsibility to provide continuous, quality and uninterrupted security service to the DARD. The service provider must have an electronic clocking system in place to monitor the movement and patrols conducted by the security officers at the sites. The service provider must submit monthly reports per site regarding the monitoring of the movement of security officers and security vehicles to the DARD.

3.9. The security service provider shall indicate what procedures shall be used to ensure and confirm that all security officers have arrived at their posts on time and are neat and properly dressed, with the correct functional equipment – posted and self-posted.

3.10. The security service provider shall have sufficient vehicles in good condition at its disposal to render the required services to DARD. All the vehicles must be licensed and roadworthy. Vehicles must be branded accordingly.

3.11. The bidder should preferably have an existing operational office in North West Province. The bidder must provide proof of an existing and valid lease agreement/ letter from tribal authority/ title deed/ statement of business account or official letterhead confirming the business operational office address. The office should have a 24-hour Control room which will be inspected by the DARD.

3.12. The Control Room must comply with the Minimum Information Security Standards and Minimum Physical Security standards. The security service provider shall have the following but not limited items in the control room:

3.12.1. Two-way radio communication with a base station or any other means of communication

3.12.2. Telephone and/or Cellular phone communication (must be able to always make and receive calls from the phone for the duration of the contract. The cellular phone must have a camera function)

3.12.3. Power Supply: Two sources of power supply, mains and other alternative power supply sources (that can last for up to 4-hours)

3.12.4. SABS approved fire extinguishers must be available in the control room and serviced.

3.12.5. The Control Room must be operational for 24-hours per day and 7 days per week.

3.12.6. Emergency contact numbers must clearly be displayed in the control room.

3.12.7. Contingency plan for the control room must be displayed in the control room.

NB: The items listed above from paragraph 3.12.1 to 3.12.6 must be fully functional.

3.13. The security service provider shall comply with the following legislations:

3.13.1. PSIRA Act 2001 (Act No. 56 of 2001)

3.13.2. POPIA (Act No.4 2013 of 2013)

3.13.3. Firearms Control Act, 2000 (Act No. 60 of 2000), as amended.

3.13.4. Control of Access to Public Premises and Vehicle Act, (Act No. 53 of 1985

3.13.5. Constitution of the Republic of South Africa, 1996 (Act No 108 of 1996)

3.13.6. Criminal Procedure Act, 200 (Act 51 of 1977)

3.13.7. Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

3.13.8. Animal Protection Act, 1962 (Act No. 71 of 1962)

3.13.9. Veterinary and Para-veterinary Professions Act, 1982 (Act No. 19 of 1982)

3.13.10. Perishable Products Export Control Act, 1983(Act No. 9 of 1983)

3.13.11. Agricultural Pests Act, 1983 (Act No. 36 of 1983)

3.13.12. Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983)

3.13.13. National Veld and Forest Fire Act, 1998 (Act No. 101 of 1998)

3.13.14. Meat Safety Act, 2000 (Act No. 40 of 2000)

3.13.15. Labour Relations Act, 1995 (Act No. 66 of 1995)

3.13.16. Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997)

3.13.17. Animal Identification Act, 2002 (Act No. 6 of 2002)

3.13.18. Minimum information Security Standards

3.13.19. Minimum Physical Security Standards

3.13.20. Protection of Information Act,1982 (Act No 84 of 1982)

3.14 The security service provider must be able to pay the security officers on time and be able to sustain their operations for a minimum of two months and deliver the standard of service delivery to the DARD. The service provider must ensure that salaries of security staff allocated to DARD are paid on time to prevent possible security breaches on the premises of the department as a result of late payment. Failure of the service provider to pay Security Officers timeously may result in the termination of the contract. The service provider must pay Security Officers at least the minimum monthly basic wage per security grade as determined by the Private Security Industry Regulatory Authority and National Bargaining Council for Private Security Sector tariffs.

4. OPERATIONAL OFFICE

4.1 The bidder's operational office shall be current and fully operational and be able to render the service as required in the North West Province.

4.2 This office shall remain operational for the duration of the contract between the DARD and the bidder. Any changes to the physical address of the operational office must be communicated in writing with DARD. The DARD reserves the right to visit the operational office at any given time without notice.

5. GENERIC PHYSICAL GUARDING SECURITY REQUIREMENTS

5.1. Standard operating procedures compliance

All security-related functions shall be conducted by the security service provider in accordance with the DARD's Security Policy and other security-related procedures and, as

per the approved post security job description. All Security Officers deployed at the duty points/sites of the Department are responsible for amongst others: -

5.1.1 To act as an authorised official in terms of the Control of Access to Public Premises and Vehicles Act (Act No. 53 of 1985).

5.1.2 To perform access control duties as prescribed, patrol premises, safeguarding of personnel, property and information and to execute functions as required by the Security Services Unit

5.1.3 To record events/incidents in the prescribed occurrence register and report it to the shift supervisor and service provider.

5.1.4 The protection of state property at the sites against theft, fire and vandalism.

5.1.5 The protection of the State officials against threat or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act (Act No. 51 of 1977).

5.1.6 The protection of State information that is under the security service provider's custodianship against any espionage and leakage to the wrong hands.

5.1.7 Controlling or reporting on the movement of persons or vehicles through checkpoints or gates.

5.1.8 Conducting searches on staff members, members of the public and, if necessary, restraining them.

5.1.9 Patrolling the premises and the offices of the DARD.

5.1.10 Reacting to emergency situations and acting as an emergency officer during emergency situations until the arrival of emergency role players.

5.1.11 Ensuring that security registers are up to date and always kept legible and neat.

5.1.12 Escorting employees or visitors where necessary.

5.1.13 Avoiding any conflicts with the staff members or members of the public.

5.1.14 Reporting any lost and found articles and goods to the shift supervisor.

5.2. Access control - pedestrian

5.2.1. All employees entering the DARD's premises which still uses card identification shall have a DARD identity access card (ID card). The security officer shall verify all persons entering the DARD premises. He/she shall ensure that all the DARD employees and visitors have proper identification badges belonging to them prior to allowing access. The security service provider is responsible for ensuring that this requirement is adhered to at all entry and exit points. Where a DARD employee continuously fails to adhere to this policy, the security officer shall escalate the matter to the relevant security manager and programme manager/s.

5.2.2. The security officers shall, with the consent of the employee/person, search all luggage/bags, etc. of all persons leaving access control point.

5.2.3. Technical access control systems such as turnstiles tag readers, security vehicle booms, etc. supported by physical security officers shall be monitored to limit access to authorised personnel with visibly displayed ID cards. The security officer shall physically and in person inspect the ID card used by the employee entering to ensure that they are in fact the authorised ID cardholders.

5.2.4. Any employee without an ID card shall be treated as a visitor.

5.2.5. The security officer shall first register all visits to the DARD and, where possible, telephonically contact the employee to be visited. Where there is a reception desk, the visitor shall be directed to the receptionist where a visitor's slip will be issued. Where there is no receptionist, the security officer shall issue a visitor's slip/card and record the particulars in the visitor register. The visitor shall not be allowed to gain access to the office space until he/she is collected at the security point by the host being visited.

5.2.6. After the visit, the signed visitor's slip and/or visitor access card shall be collected at the original point of entry or reception/security checkpoint by the security officer prior to the visitor being allowed to exit the premises. The security officer shall inform his/her supervisor of any missing visitor's slip/card at the end of each shift. It is therefore required that a reconciliation be done at the end of each shift to determine whether all issued visitors slips/cards have been returned.

5.2.7. If an employee has forgotten his/her ID card or lost it, a visitor's slip/temporary access card shall be issued to the employee. The said employee shall sign the register.

5.2.8. Employees without authorised ID cards to a specific site shall be treated as visitors and their details recorded in the visitors' register. These employees do not require escorting. The same applies to the employees working at other DARD sites.

5.2.9. DARD sites with technical access control systems shall be checked by the security officer upon commencement of each shift to ensure the proper functioning thereof. This function remains the day-to-day responsibility of the site supervisor.

5.3. Access control – vehicle

5.3.1. The security officer shall monitor and control the entry and exit of all vehicles to and from the DARD premises. Departmental and employee vehicles shall have valid parking discs clearly displayed on the vehicle windscreen where applicable. At certain premises the requirement may also dictate that all vehicles entering and exiting the premises shall have their details recorded in the vehicle register.

5.3.2. All vehicles leaving the DARD premises shall be searched prior to being allowed to exit the premises.

5.3.3. Where applicable, instructions shall be given to the security officer to request the visitor to stop and start the vehicle engine to ensure that the vehicle key ignition switch has not been tampered with and to avert the theft of a vehicle.

5.3.4. Premises with technical access control systems at the vehicle entrances and exits shall be checked by the security officer taking over duty upon commencement of each shift to ensure proper functioning of the system. Any malfunctions shall be recorded in the Occurrence Book and be reported to the Security Services Unit.

5.4. Access control after hours, weekends and public holidays

5.4.1. All employees wanting access afterhours or on weekends and public holidays are required to record all relevant information in the After-Hours Register. This includes all pedestrian and vehicle access. The security officer shall personally complete all the details in the After Hours Register and ensure that all information is legible and accurate. All persons inside the vehicle and accompanying the employee shall be recorded in the register. Any attempts to gain unauthorised access shall be recorded in the Occurrence Book and access shall be denied.

5.4.2. No visitor shall be allowed to enter the premises after hours unless accompanied by an employee.

5.5. Unauthorised access

5.5.1. All attempts to gain unauthorised access must immediately be reported to the Security Services Unit.

5.6. Searching of persons and vehicles

5.6.1. The searching of vehicles, bags, box, etc. leaving the DARD premises is the responsibility of the security officer on duty and shall be done in accordance with the DARD Security Policy and procedure.

5.6.2. Search of persons: A private person (including the security officer) does not have the right to body search a person. However, the security officer shall confiscate any article believed to have been used or is part of the commission of an offence or which may be used as evidence or intended to be used or which on 'reasonable grounds' is believed to be used in the commission of an offence. Handheld metal detectors must be used for searching.

5.6.3. 'Confiscate' means taking from the person and does not include physical body searching the person or their clothing. Any article confiscated shall be handed over

to the Security Services Unit immediately and, where needed, to the South African Police Service (SAPS) without any delay.

5.7. Patrols

5.7.1. The Security Services Unit shall determine whether the security officer is required to perform patrol functions at the DARD premises. The number of patrol points shall be determined by the Security Services Unit.

5.7.2. Patrols shall be conducted on foot/ Vehicles, unless specified differently.

5.7.3. The service provider must have a guard monitoring system to ensure that the site is patrolled/ inspected according to instructions, and any deviation is immediately reported to supervisors and addressed accordingly. The guard monitoring points must be visited at least once per hour per day. Proof of the visits must be kept as evidence.

5.7.4. Detailed electronic recordings and physical records shall be kept, maintained and be produced and provided to the Security Services Unit upon request. This information must be treated as confidential, and all applicable legislative requirements shall be adhered to.

5.8. Static guard unarmed and armed guards (ad hoc)

5.8.1. Security officers shall be unarmed unless stated otherwise. The exception to the rule shall be to provide an armed guard. The Security Services Unit shall approve/reject a request for an armed guard after having reviewed the motivated request.

5.8.2. All security officers posted and performing official guarding duties shall be proficient in the handling of a firearm in accordance with the Firearm Control Act, 2000 (Act No. 60 of 2000).

5.8.3. These services must be provided within 12-hours upon receiving the request from the DARD. No revolver (guns) needed for this Bid.

5.9. Vehicle contingency plan

5.9.1. The security service provider shall have contingency plans in place to react immediately to any emergency request.

5.9.1.1. Vehicle breakdowns

5.9.1.2. Vehicle accidents

5.10. Removal of assets (DARD and private assets)

5.10.1. The removal of Departmental assets and bringing of private property into the DARD premises shall be in accordance with the DARD's Asset Management and Security Policies and all other related policies and procedure documents.

5.10.2. Copies of the private asset register, and the removal permit register shall be at the Security Entry points should a person wish to bring private assets into the premises.

5.11. Security registers

5.11.1. The DARD Security Services Unit shall decide what security registers are required at each security post. In general, the following security registers will be required: Occurrence Book, Pocket book, After Hours Register, Removal Permit register, Visitors' Register, access control - vehicle & pedestrian, Government vehicle (GG) register, firearm register and a key register. The security register requirements are not limited to the list.

5.11.2. The service provider must provide monthly time sheets of security officers timeously as per the SLA and agreed with DARD Security Services before payments can be processed.

5.12. Communication and security equipment

5.12.1. Communication and associated security equipment to be provided by the security service provider as prescribed by the DARD.

5.12.2. The Site Manager or supervisor must immediately report any abnormal and or noteworthy incident to the Security Services Unit of the Department.

5.12.3. Meetings between the representatives of the department and the service provider must be held at least once a month. The minutes of the meeting to be filed.

5.12.4. The service provider shall furnish a monthly and quarterly report of the security service, incidents, breaches etc. which transpired in the previous month to the Security Services Unit of the DARD

5.13. Key control and parcels

5.13.1. Under no circumstances shall a security officer accept any keys or parcels after hours or on weekends unless prior arrangements were made and approval was given by the Security Services Unit.

5.13.2. No documentation or any other deliveries must be received or accepted by the security officer of the Contractor. In this case a representative of the Department must be informed to ensure collection of delivery of documentation and/or goods or services.

5.14. Contingency plans

5.14.1. The security service provider must ensure that there are Contingency Plans in place to ensure uninterrupted security service to the Department. The following Contingency Plans to cover the following scenarios:

5.14.1.1. A strike by the security service provider's security personnel

5.14.1.2. A strike by the security industry

5.14.1.3. Civilian disorder and labour unrest

5.14.1.4. Provision of extra security officers to assist the DARD in the event of permanent and ad hoc security-related operations.

5.15. Shifts relieve/hand over procedures

5.15.1. The DARD reserves the right to change these procedures in writing in consultation with the service provider to constitute its operational and strategic requirements.

5.16. Vetting: Criminal and Credit record checks

5.16.1. The Security Company and its Directors shall be subjected to security screening. Certified Identity documents copies of all company director's will be requested for this purpose. Each security officer who will be appointed to perform security duties at the DARD office shall be physically fit to performing all security assigned duties at the DARD with no adverse results.

5.16.2. In cases where a negative screening result is submitted by the State Security Agency of the Security Company and/or its Directors, it will result in the termination of the contract. In cases where a negative screening result is submitted by the State Security Agency or SAPS of the Staff, the individual must be replaced with a suitable cleared employee.

5.16.3. The DARD will request the registration certificate of each security officer stationed at their premises within three (3) months of the inception of the contract and will thereafter request such certificates every twenty-four (24) months in line with the Private Security Industry Regulation Act, 2001 (PSIRA) for the duration of the contract. The cost shall be for the security service provider's own account and not the DARD. The DARD reserves the right to review all minimum requirements in terms of PSIRA and will request the removal of any security officer who is unable to produce a valid registration certificate or whose certificate has expired.

5.15.4 All security personnel as well as all personnel and management involved with the security services of the Department of Agriculture and Rural Development shall at the commencement of this agreement sign an "**Oath of Secrecy"** declaration and submit the declaration form to the Security Services Unit of the Department. The Supervisor and Security Officers are prohibited from reading documents or

records in offices or the unnecessary handling thereof. No information concerning the state activities may be furnished to the public or media by the service provider or any of his/her employees.

5.16 LIABILITY AND CLAIMS

5.16.1 The successful bidder must, at its own expense, take out sufficient insurance cover **(Value to be determined by DARD per District)** against any claims, costs, loss and/or damage emanating from his/her obligations, and he/she must ensure that such insurance remains operative for the duration of this agreement. As soon as the order is issued to the service provider, a certified copy of an insurance must be submitted before commencement to the Department and failure to submit will result in the termination of the contract.

5.16.2 The service provider shall be held liable for any damages or loss suffered by DARD, because of the service provider's own or his employees' negligence or intent, which originated on the site.

5.16.3 DARD shall not be liable for any loss or damage of any nature to any of the service provider's properties or any items kept at the DARD sites, even in cases where the loss originated because of negligence or intent on the part of the State.

5.16.4 DARD is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, that may be instituted against or incurred by the service provider, and which arise from or are the result of any act or omission by the service provider or an employee or agent of the service provider in connection with the execution of the services in terms of this contract which may result in loss of life or injuries which may be sustained by the security personnel during the execution of their duties, damages to or destruction of any equipment or property of the service provider during the execution of their duties.

5.16.5 The contract is valid for a period of three years from the commencement date and the Department reserves the right to terminate the contract at any time with immediate effect if the Security Services Unit is not satisfied with the services rendered by the service provider. This will be done in line with the policies and directives of the Department of Agriculture and Rural Development

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**13 DARD 18/2026**	CLOSING DATE:	**17 December 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**13 DARD 18/2026: PROVISION OF SECURITY SERVICES AT DR RUTH SEGOMOTSE MOMPATI DISTRICT SITES OFFICESFOR A PERIOD OF 36 MONTHS – DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Department of Agriculture and Rural Development					
NMM District Office, Training Centre Building					
Cnr. Onkgopotse Tiro and Moshoeshoe Road					
Mmabatho					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms Masego Matsheka**	CONTACT PERSON	**Mr M Maboya**
TELEPHONE NUMBER	**018 384 6080**	TELEPHONE NUMBER	
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**matshekam@nwpg.gov.za**	E-MAIL ADDRESS	**mmaboya@nwpg.gov.za**

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	PPLICABLE 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 ACCREDITEDREPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSEPROOF]	**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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐YES	☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES	☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED 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 ENGAGED WITH NEGOTIATIONS BY THE CSIR THAT MIGHT RESULT IN THE ISSUING OF A PURCHASE ORDER.**
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 DEPARTMENT 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 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: .....

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise,

employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

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

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to

[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.

combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….	……
Signature	Date
…… ……...	…….
Position	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, andincludes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Owned Enterprise	-	3	-	
Women Owned Enterprise	-	3	-	
Youth Owned Enterprise	-	5	-	
Disabled Person Owned Enterprise	-	6	-	
Military Veteran	-	3	-	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

ϒ Partnership/Joint Venture / Consortium

- ϒ One-person business/sole propriety
- ϒ Close corporation
- ϒ Public Company
- ϒ Personal Liability Company
- ϒ (Pty) Limited
- ϒ Non-Profit Company
- ϒ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENTPROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

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 specificbid, should be compiled separately for every bid (if(applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisionsin the SCC shall prevail.

July 2010

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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 anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

	1.24	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
	1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
2. Application	2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
	2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
	2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies)

to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

7.3.2 a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery And Documents

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

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

11. Insurance

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

12.Transportation

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

13. Incidental Services

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

13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
13.1.4 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
13.1.5 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:

14.1.1 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
14.1.2 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 fulfilment 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 these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

23.1.1 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;

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

23.1.1 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,

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful 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.