

SSC WC 03 (2024/2025) DALRRD

THE APPOINTMENT OF A PANEL OF GUARDING SERVICE PROVIDERS THAT WILL PROVIDE SECURITY SERVICES ON STATE OWNED PROPERTIES AND PROJECTS WITHIN WESTERN CAPE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

COMPULSORY BRIEFING:

1. Eden District

Date and Time	Venue
24 May 2024 09h00	133 Cradock Street , 2 nd floor , Batheleur Park Building, George .

2. Overberg District

Date and Time	Venue
24 May 2024 14h00	38 Long Street Bredarsdorp

3. City of Cape Town

Date and Time	Venue
27 May 2024 10h00	DALRRD PSSC WC 2 nd floor boardroom 14 Long Street ,

4. Cape Winelands

Date and Time	Venue
27 May 2024 14h00	2nd floor Boardroom main building Stellenbosch Plant Quarantine Station , 02 Polka Draai Road Stellenbosch

5. Central Karoo

Date and Time	Venue
31 May 2024 11h00	754 Church Street SARS Building, Beaufort West

6. West Coast District

Date and Time	Venue
30 May 2024 10 h00	DALRRD, 09 Main Road 1 st Floor, Clanwilliam.

CLOSING DATE:

DATE: 10 JUNE 2024

TIME: 11:00 AM

VENUE: BID BOX SITUATED AT NUMBER 14 LONG STREET, SECURITY AREA AT GROUND FLOOR. **IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO ENSURE THAT COURIER DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP PROPOSALS INSIDE BID BOX AS NO WAYBILLS WILL BE SIGNED BY OFFICIALS.**

TECHNICAL ENQUIRIES : Mr.Davedan Kuhn
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BID RELATED ENQUIRIES : Mr Piri Mntumni
TEL : (021) 409 0523
EMAIL : MzubanziM@dalrrd.gov.za



rural development
& land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Provincial Shared Service Centre: **Sub-Directorate: Demand** and Acquisition
Management Services: **Enquiries:** Mr Piri Mntumni: **Tel:** (021) 409 0523

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

BID NUMBER: SSC WC 03 (2024/2025) DALRRD

CLOSING TIME: 11H00

CLOSING DATE: 10 JUNE 2024

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD4, SBD 6.1 and Terms of Reference.
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

MS RACHEL MASWENENG
(A) DEPUTY DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT
SERVICES
DATE: 13/05/2024

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT July
2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

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

security

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT.

BID NUMBER:	SSC WC 03 (2024/2025) DALRRD	CLOSING DATE:	10 JUNE 2024	CLOSING TIME:	11:00 AM
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DESCRIPTION	THE APPOINTMENT OF A PANEL OF GUARDING SERVICE PROVIDERS THAT WILL PROVIDE SECURITY SERVICES ON STATE OWNED PROPERTIES AND PROJECTS WITHIN WESTERN CAPE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

14 LONG STREET

CAPE TOWN

GROUND FLOOR

SECURITY AREA AT GROUND FLOOR

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Mr. Piri Mntumni	CONTACT PERSON	Mr. Davedan Kuhn
TELEPHONE NUMBER	021 4090300	TELEPHONE NUMBER	071 673 5688
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	MzubanziM@dalrrd.gov.za	E-MAIL ADDRESS	Davedan.Kuhn@dalrrd.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN submitting** a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION submitting** a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP submitting** a tender, all **the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on 20 May 2000,

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no CRDP 0006, and any contract which may arise there from,

on behalf of *Mabel House (Pty) Ltd.*

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of *A.F Jones*)

As witnesses:

1.

2.

Signature of person authorised to sign the tender:

Date:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

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

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

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.



Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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



- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 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.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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.



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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**

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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**

DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender 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;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African



citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -

- Before 27 April 1994; or
- On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

GENERAL CONDITIONS

2.1 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

To be completed by the organ of state

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

2.3 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.

2.4 **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



- 2.5 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.
- 2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.
- 2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.
- 2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.
- 2.9 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.
- 2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:
- 2.10.1 Historically Disadvantaged individuals (HDI):
- **Attach a copy of Identity Document (ID) and company registration document.**
- 2.10.2 Who is female:
- **Attach a copy of Identity Document (ID) and company registration document.**
- 2.10.3 Who has a disability:
- **Attach a certified copy or original doctor's letter confirming the disability.**
- 2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):
- **Attach a copy of Identity Document (ID) and company registration document.**
- 2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.



2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality	3		

The number of points claimed for specific goals, are calculated as follow:

I.A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

- **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.

II.A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

- **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.

III.A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.



IV.A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:

- **Percentage ownership equity** $\times 2 \div 100 =$ number of points claimed.

V.A maximum of 3 points may be allocated to tenderers for locality, on the following basis:

- **Percentage ownership equity** $\times 3 \div 100 =$ number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$



Pmax

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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 the table in paragraph 2.12 above 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.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.



SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?
(**Tick applicable box**)

YES		NO	
-----	--	----	--

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
.....
- iii) Points claimed for HDI by the sub-contractor:

DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.4. 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;



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- 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:



TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF GUARDING SERVICE PROVIDERS THAT WILL PROVIDE SECURITY SERVICES ON STATE OWNED PROPERTIES AND PROJECTS WITHIN WESTERN CAPE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

1. BACKGROUND

- 1.1 The Department of Agriculture, Land Reform and Rural Development (DALRRD), Western Cape, has various state land which include, state farms and agriculture projects sites, where guarding services might be required on an ad hoc basis depending on the risk.
- 1.2 A panel of guarding service providers will be appointed on a data base per District in the Western Cape and the City of Cape Town Metro Region, that after this process will form part of a data base that will be requested to submit quotations for guarding service if and when required.

2. SCOPE

- 2.1 The DALRRD requires a Panel of Security Service Providers to render security guarding services at PSSCs, Farms, Resorts and RID construction projects or any other property of the DALRRD within the following Districts/ Regions in Western Cape:

DISTRICTS:
City of Cape Town
Cape Winelands District
West Coast District
Overberg District
Garden Route District
Central Karoo District

- 2.2 The appointed service provider will be required to render security guarding services at, state land, and DALRRD projects within the Districts in Western Cape or any other property of the DALRRD, as and when the need arises. The quotation will be requested from the appointed panel of service providers in terms of the approved TOR before the security guarding service may be rendered.



- 2.3 The appointed service provider will be responsible for the protection of personnel, clients, assets, property (moveable and immovable) of the DALRRD.

3. DELIVERABLES

3.1 Guard Houses, mobile toilets, drinking water

- 3.1.1 The appointed service provider must provide guard houses, if and when required, which will include delivery and installation.

- 3.1.2 Guard house specification are as follows:

Size	<ul style="list-style-type: none">• 2 m width x 2m length/high
Structure	<ul style="list-style-type: none">• Fibre Glass or steel structure metal• Must be vandal and waterproof
Glass/windows	<ul style="list-style-type: none">• One windows on each side – minimum size of one window – size 500mm x 500mm.
Door	<ul style="list-style-type: none">• One solid door that opens to the outside. Concealed hinges
Interior	1 x table, 2 x plastic chairs to be provided

3.2 Mobile Toilets

The appointed service provider must provide mobile toilets if required with water basins, which must include delivery, provision of toilet paper, and maintenance that must include the weekly cleaning of the toilet.

3.3 Drinking Water

The appointed service provider must provide clean drinking water on sites where there is no drinking water available water for the consumption of their security officers.



3.4 **Electricity**

As far as possible electricity of the site, if available will be utilized for the charging of equipment and in the absence of this the service provider will be informed prior to submitting a quotation and must make arrangements for radios and patrol equipment to be charged offsite. Cost if any for this must be included in the pricing.

3.5 **SECURITY OFFICERS, WORKING SHIFTS, INSPECTIONS AND PATROLS REQUIREMENTS**

3.5.1 Security Officers Grade B (supervisor) (armed or unarmed) day and night shift.

3.5.2 Security officers Grade C (armed or unarmed) day and night shift.

3.5.3 A fully functional control room, active and in operation (City of Cape Town Metropole and Districts in the WC) to support security operations and services.

3.5.4 The total number of security officers required will depend on the size of the property and the security risk.

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

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

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

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



3.6 SECURITY INSPECTIONS

As a monitoring tool the following must be implemented:

3.6.1 1st Level Inspection:

- a. Conducted by a supervisor/security officer that is on duty for that shift.
- b. Required once for day shift and once for nightshift.
- c. **OB Entry must be in red** and the Keyword must be First Level.
- d. This inspection shall include and not be limited to security officers, registers and equipment. A comprehensive OB inspection entry must be made in this regard.
- e. Each register must be inspected during each inspection and a relevant entry made in those registers indicating the OB number. Use a full line and do not leave blank lines.

3.6.2 2nd level Inspection:

- a. Conducted by an offsite (mobile) inspector. (Grade B)
- b. Required once per shift at all offices (day and night shift).
- c. Inspections only allowed between 08h00 to 16h00 and 20h00 and 04h00. It's the responsibility of the service provider also to conduct inspections during shift handovers.
- d. **OB Entry must be in red** and the Keyword must be Second Level.
- e. This inspection shall include and not be limited to security officers, registers and equipment and a patrol on the site. A comprehensive OB inspection entry must be made in this regard.



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

3.6.3 Gender posting is a strict requirement for posting of shifts which must be 50% male and female during day shift and night shift only males. This will be dependant of risks at the site and further details will be provided on appointment.

3.6.4 Hourly patrols to be conducted either day or night shift or both depending on the risk and an electronic guard patrol system to be utilised. Provision to be made for electrical extension leads and the purchasing of electricity to power electronic patrol devises and radios if not available on the site.

3.7 MONTHLY REPORTING

3.7.1 The appointed service provider will be required to attend monthly meetings and to provide monthly reports regarding postings, incidents and all relevant information.

4. EQUIPMENT REQUIRED

4.1 The following vehicles might be required at a site day and night for mobile patrols .

- a. (4 x 4 or 4x2) bakkie
- b. Quad Bikes (Minimum 180cc, 4 stroke engines or off-road motor cycles
- c. The appointed service provider must ensure that operators of these vehicles have the required vehicle licenses.
- d. Mobile patrols to be executed based on the brief provided prior to appointment and the Department has the right to monitor kilometer readings to verify this.



4.2 **SECURITY EQUIPMENT AND UNIFORM**

- a. Pocket Books
- b. Handcuffs
- c. Torches
- d. Batons
- e. Fire arms – if required
- f. Pens, rulers
- g. Identification cards/ tags
- h. Combat uniform that include boots, pants, socks, pants, jacket, raincoat and shirts

4.3 **SECURITY REGISTERS**

The appointed service provider will be responsible for providing all security registers with their company logo These include but not limited to:

- a. Occurrence Books;
- b. Visitors register (capable of duplicate printing);
- c. Pocket Books
- d. Visitors Confirmation Register
- e. Security Information Register

4.4 **ELECTRONIC GUARD TRACKING SYSTEMS**

- 4.4.1 Electronic systems with remote monitoring capabilities to monitor guard patrols must be installed at all sites at the cost of the appointed service provider and this will be removed by the appointed service provider upon expiration of the contract. The installed guard patrols systems must provide daily patrol reports and submit these electronically to the DALRRD representatives.
- 4.4.2 The DALRRD will allow 10% deviation on patrol reports taking into consideration the following issues only: load shedding and power failure.



5. PRELIMINARY INVESTIGATIONS AND INCIDENT REPORTING

All security related and occupational and health incidents must be reported, and the following process to be followed:

- a. Immediate notification of an incident must be communicated to the relevant Departmental official via cell phone;
- b. The offsite supervisor/operational manager must attend all security related incidents/breaches if required depending on the incident;
- c. A written incident summary report summarizing the event must be submitted within 8 - 12 hours after the incident via email.
- d. A preliminary investigation depending on the incident must thereafter be submitted, if required within 3 - 5 days (investigation report template will be discussed with the appointed service provider);
- e. The appointed service provider is responsible for reporting criminal cases to SAPS on behalf of the Department.

6. SERVICE PROVIDERS FULLY FUNCTIONAL CONTROL ROOM

- a. **Service providers submitting proposals must have a fully functional control room in the District, including personnel and vehicles .**
- b. The appointed service provider's control room must be fully operational for the duration of the contract. The control room must meet the relevant legislative compliance requirements and must be able to communicate to any site.
- c. The appointed service provider must appoint capable/experienced operational staff that will be able to manage and coordinate in his/her area of responsibility and this include operational managers and mobile inspectors.
- d. As part of the evaluation criteria the Department will verify during the appointment process that service providers have an operational control room.



- e. Reliable transport inclusive of fuel must always be available to be dispatched by the control room.
- f. The control room must be equipped with the following resources, but not limited to:
 - Communications: Computer with internet access, e-mails, cell phones, radios, printer and scanner.
 - Other resources such as admin, finance personnel.
 - Uniform and equipment must be available
 - Vehicles in the specific District

7. **SCREENING**

- a. The appointed service provider must at their own cost be responsible to conduct criminal record checks on all appointed security officers / inspectors and must provide the results on appointment or within seven days.
- b. SAPS Clearances will not be excepted because of the delay in issuing this.
- c. The screening service provider must be registered with the National Association of Professional Background Screeners (NAPBS) and proof of registration must be provided prior to appointment.

8. **CONDUCT OF SECURITY OFFICERS**

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



- 8.2 Security officers are allowed to be in possession of cell phones but may not be busy on the cell phone whilst at their post. Earphones may not be used while on duty.
- 8.3 Security officers are prohibited from eating at their post.
- 8.4 No information concerning DALRRD activities may be furnished to the public or news media by the service providers and their employees.
- 8.5 Security officers must ensure that customer focus is adhered to at all times

9. PRICING SCHEDULE

- a. Pricing schedule must be in rand monetary value
- b. The department will only consider Department of Employment and Labour annual gazetted PSIRA increase for the duration of the contract.
- c. Service providers will only be requested to submit pricing schedules if and when the need arises to deploy guarding services under this contract.

10. MANDATORY REQUIREMENTS

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

- 10.1 Valid (not expired before closing date of bid) PSIRA certificate of the service provider's (company/close co-operation/sole traders) accreditation and registration by the Private Security Industry Regulatory Authority.
- 10.2 Valid (not expired before closing date of bid) letter of good standing of the service provider from Private Security Industry Regulatory Authority (PSIRA).
- 10.3 Valid copies of PSIRA certificate(s) of Directors/Owners registered as grade A/B security officers.



- 10.4 Valid (not expired before closing date of bid) letter of good standing/letter for tender purposes/proof of registration in terms of the Compensation for Occupational Injuries Disease Act (COIDA) obtainable from Department of Labour).
- 10.5 Proof of registration to the Private Security Sector Provident Fund (PSSPF) or letter of good standing or letter for tender purposes not older than 6 months.
- 10.6 Service providers must submit a valid comprehensive insurance that must, amongst others, include public liability, theft and losses of departmental assets, etc. from any registered insurance company or submit documentary proof/letter of intent/quotation from registered insurers. The cover should be a minimum value of R 3 000 000 for the duration of the contract.
- 10.7 Service providers must submit valid firearm registration certificate(s), in the name of the service provider, proving compliance to the Firearm control Act or letter from SAPS confirming this.
- 10.8 Attendance of the compulsory briefing session. Bidders must sign the attendance register as proof of attendance.
- 10.9 Compliance with all Tax Clearance requirements: Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- 10.10 Bidders must be registered on the National Treasury Central Supplier Database and attach a report as proof or write the CSD supplier number or registration number on the space provided on the SBD 1 document for the main bidder.
- 10.11 Letter of authority: Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.
 - 10.11.1 In the case of a ONE-PERSON CONCERN submitting a bid, this shall be clearly stated on the company letterhead.



- 10.11.2 In case of a COMPANY submitting a bid, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.
- 10.11.3 In the case of a CLOSED CORPORATION submitting a bid, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.
- 10.11.4 In the case of a PARTNERSHIP submitting a bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner has been authorized to sign on behalf of each partner, in which case proof of such an authorization shall be included in the tender.
- 10.11.5 In the case of a JOINT VENTURE submitting a tender, must include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.
- 10.12 Where the bidder forms a joint venture written proof of the contract must be attached.
- 10.14 Bidders must indicate in the table the District they prefer to be considered for work , **where they have a fully operational control room as outlined above** , within the Western Cape Province should they qualify to be in the panel. (See Annexure A)

11. TECHNICAL MANDATORY REQUIREMENTS

Any bid submission that fails to comply with any of the technical requirements listed below, will automatically be disqualified and not move on to the next stage.

Representatives from the Department (DALRDD) will conduct viewing of the bidders' control room and use the following criteria:

Evaluation criteria	Application	Yes/No	Remarks
Control Room	Communication systems: a. Landline / cell phone b. printers and copiers		



Evaluation criteria	Application	Yes/No	Remarks
Uniform	c. Internet access d. Base radio or long-range radios e. Radio license f. Vehicles		
	Administrative personnel and operational staff: a. Designated/Appointed control room operators and/or radio operators (this will be verified against occurrence boo entries) b. Designated/Appointed HR and Finance staff with relevant management of information (i.e. employee files and/or financial documentations)		
	Proof of at least one full company Uniform (combat) physically available for inspection; a. Combat with company logo (i.e. female and male)		

12. FUNCTIONALITY CRITERIA

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

EVALUATION CRITERIA	APPLICATION	WEIGHTING
Ability & Capability <ul style="list-style-type: none"> Experience 	Company experience, capability and ability in guarding services. I. The bidder must have at least 2-3 years proven experience in guarding services.	50



EVALUATION CRITERIA	APPLICATION	WEIGHTING
Fleet	<p>Proposed approach and methodology (The bidders shall attach a detailed preliminary program/project plan reflecting the proposed sequence and timeframe, and also, the methodology that will be applied for execution of the various activities as per the scope of work in the TOR)</p> <ul style="list-style-type: none"> ❖ Methodology and proposed plan <u>do not outline</u> the requirements as specified in the TOR – Poor (1) ❖ Methodology and proposed plan <u>inadequately</u> and poorly addressed the requirements in the TOR - Average (2) ❖ Methodology and proposed plan <u>adequately address</u> most of the requirements in the TOR - Good (3) ❖ Methodology and proposed plan <u>specify</u> the manner in which the project will be delivered and indicate additional value adds– Very good (4) <p>Methodology and proposed plan <u>exceptionally specify</u> the manner in which the project will be delivered and indicate additional value adds– Excellent (5)</p>	30
	<p>Licencing documents of vehicles registered in the company name or director(s) of the company</p> <ul style="list-style-type: none"> ❖ Poor (score 1) - Criteria requirements are not met. No licencing documents provided. ❖ Average (score 2) – Criteria requirements are inadequately met. Licencing documents of 01 x vehicle provided. ❖ Good (score 3) - Meet all criteria requirements. Licencing documents of 03 x vehicle provided. ❖ Very Good (score 4) - Meet all criteria requirements: Licencing documents of 04 and more x vehicles provided. ❖ Excellent (score 5) - Exceed both criteria requirements Licencing documents of 5 and more vehicle provided. 	20

NB: The bids that fail to achieve a minimum of 60 points out of 100 points for functionality will not be further evaluated.



13. EVALUATION CRITERIA

This bid will be evaluated in terms of the evaluation criteria stipulated below.

a. Phase 1- Evaluation of SCM mandatory criteria

Any bid submission that fails to comply with any of the SCM mandatory requirements listed in the document, will be non-compliant and will not pass to the next phase of evaluation.

b. Phase 2 - Evaluation of Technical mandatory requirements

Any bid submission that fails to comply with any of the Technical mandatory requirements listed in the document, will be disqualified and such bids will not pass to the next phase of evaluation.

c. Phase 3 - Evaluation of Functionality Criteria

Only bids who meet the minimum score of 60 points out of 100 points will be considered for further evaluation.

14. TERMS AND CONDITIONS

- a. A specific site security procedure to be developed and implemented by the service provider prior to the deployment at any site.
- b. This TOR will serve as the point of departure for the minimum standards of service delivery expected in terms of providing a security service at the DALRRD. No deviations will be tolerated, and the terms thereof are not negotiable.
- c. An in-service training plan must be developed by the appointed service provider and all security officers must undergo training on a regular basis.
- d. If it is found during the evaluation process and/or after the bid/contract has been awarded that any false information has been provided, the DALRRD reserves the right to take the necessary action as deemed fit, including but not limited to the institution of criminal procedures and/or disqualification from the bid.



LIABILITY

- e. The appointed service provider will be liable for all damage or loss suffered by the DALRRD as a result of the appointed service provider's own or his/her security officers' negligence or intent, in the execution of duties during the contract. This will be determined during the investigation of any incident.
- f. The DALRRD will not be liable for any loss or damage of whatsoever nature suffered by the appointed service provider and/or the service provider's security officers or contractors; in the execution of this contract.
- g. The DALRRD and its employees are indemnified and held unaccountable by the appointed service provider against all loss or damages of whatsoever nature and whosoever arising.

15. BREACHES AND PENALTIES

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

ITEM	PENALTY
Damage and or loss to departmental property or assets either by criminal elements, whether wilfully or by negligence.	Actual cost of loss suffered. This claim must be accompanied by a departmental legal opinion.
Not Informing DALRRD of any security incident/breach.	R 1000 per day.
Failure to submit incident report within 8-12 hours.	R 1 000 per day
Failure to submit preliminary investigation report within 3-5 days.	
Incomplete or incorrect uniform or part thereof.	R300 per shift, per security official.
Absence of or incorrect pocketbook.	R200 per shift, per security official.
Absence of/or defective Identity card and/or PSIRA card (writing illegible or card broken).	
Absence of/or defective Base radio (including problems related to aerials, any communication system).	R 1000 per shift, per site.
Absence of/or defective flashlight.	R 1000 per shift.
Absence of/or defective hand radio (including	R 1000 per shift.



agriculture, land reform
& rural development

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

ITEM	PENALTY
depleted/defective batteries).	
Security register (absence of/or incorrectly completed).	R 1000 per shift.
Gender posting insufficient or not balance.	
Non-posting or late posting of security officers.	
Desertion of post.	
Misrepresentation of information.	
Misconduct (any offence contained in the service providers or PSIRA code of conduct).	
Sleeping on duty.	
Failure to conduct any of the required 1 st level and/or 2 nd level inspections (1 penalty per inspection not conducted).	
Posted officers without the knowledge of the departmental representative.	
Posted officers who are not inducted by the service provider.	
Defective equipment.	
Absence of required equipment.	
Officers working long hours without a relieve i.e 16 hours and more.	
Dereliction of duty.	
Making use of a cell phone whilst on duty.	
Security officers found reading newspaper or other non-work-related documents on duty.	
Eating on duty (at post).	
Offsite supervisor committing any of the above-mentioned penalties.	R1 000 per penalty.
Failure to submit screening results of security officers within 07 days	R500 penalty per day
Failure to implement patrol system within 07 days	R500 penalty per day
Failure to provide the guard hut and toilet within two (2) days of deployment	R 1 000 per day



16. ENQUIRIES

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

QUERY	NAME	CONTACT DETAILS
Technical	Davedan Kuhn	Davedan.Kuhn@dalrrd.gov.za 021 409 0300 071 673 5688
Bid related	Piri Mntumni	MzubanziM@dalrrd.gov.za 021 409 0523

17. DELIVERY ADDRESS

14 Long Street, Cape Town, 8000
GROUND FLOOR (SECURITY AREA)
TENDER BOX



ANNEXURE A

Bidders must please indicate in the table below the district they prefer to be considered for work within the Western Cape Province should they qualify to be in the panel.

NO.	DISTRICT	YES	NO
1.	CITY OF CAPE TOWN		
2.	CAPE WINELANDS DISTRICT		
3.	WEST COAST DISTRICT		
4.	OVERBERG DISTRICT		
5.	GARDEN ROUTE DISTRICT		
6.	CENTRAL KAROO DISTRICT		