

5/2/2/1- DALRRD 0010 (2024/2025)

APPOINTMENT OF A SERVICE PROVIDER CAPABLE TO PROVIDE OFFSITE STORAGE FACILITY FOR DEPARTMENTAL VITAL RECORDS FOR A PERIOD OF SIXTY MONTHS.

CLOSING DATE: 25 SEPTEMBER 2024 @ 11:00

NB: THERE WILL BE COMPULSORY BRIEFING SESSION.

DATE: 06 SEPTEMBER 2024

VENUE: 600 LILLIAN NGOYI STREET, BEREA PARK PRETORIA 0001, MEETING ROOM D1-16

TIME: 10:00

TECHNICAL ENQUIRIES : Mr Pheko Khatlake/ Ms Dikeledi Khukhele
TEL : (012) 312 8796 / (012) 312 8511
EMAIL : PhekoK@dalrrd.gov.za / Dikeledi.khukhele@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Freddy Maseli
TEL : (012) 312 8382
EMAIL : MbulaheniMA@Dalrrd.gov.za

NB: BID CLOSING ADDRESS:
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
600 LILLIAN NGOYI STREET, PRETORIA, 0001

TECHNICAL PROPOSAL PART 1 OF 2

LA 1.1



agriculture, land reform & rural development

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

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Abie Olyn: **Tel:** (012) 312 8383

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

BID NUMBER: 5/2/2/1- DALRRD 0010 (2024/2025)

CLOSING TIME: 11H00

CLOSING DATE: 25 SEPTEMBER 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), SBD1, SBD4, SBD 5, SBD 6.1 Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 30 AUGUST 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

Js475wc

**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

1. 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.

2. 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

2.2 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)
<p>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 citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation-</p> <p>a) Before 27 April 1994 l. On or before 27 April 1994 and who would be entitled to acquire</p>	8		

citizenship by naturalisation prior to the date.			
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Promotion of enterprises located in south Africa	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** $\times 8 \div 100 =$ 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** $\times 5 \div 100 =$ 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** $\times 2 \div 100 =$ 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.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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 points is allocated for price on the following basis:

80/20

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

Where

- 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 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.

5. SUB-CONTRACTING

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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:

6. 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;
- 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.

<p>..... SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:



Directorate: Knowledge, Information and Records Management, Agriculture Place, 20 Steve Biko Street, Petoria, 0001. Tel. 012 319 7365. E-mail: PhekoK@dalrrd.gov.za Web Address: www.dalrrd.gov.za

TERMS OF REFERENCE

TERMS OF REFERENCE TO APPOINT A SERVICE PROVIDER CAPABLE TO PROVIDE OFFSITE STORAGE FACILITY FOR DEPARTMENTAL VITAL RECORDS FOR A PERIOD OF SIXTY MONTHS.

1. PURPOSE

1.1. The purpose of these terms of reference is to appoint a service provider with the capacity to provide the National Department of Agriculture, Land Reform and Rural Development inclusive of its nine (09) Provincial and District offices with an offsite storage facility for in-active records for a period of five (05) years.

2. BACKGROUND AND DISCUSSION

2.1 Directorate Knowledge, Information and Records Management (D: KIRM) is the custodian of the records management function within the Department. It is responsible for records management oversight to ensure compliance with the National Archives and Records Service.

2.2 The status of information and records within the DALRRD and compliance with NARSA has also been flagged as a matter of concern at Executive Management Meetings.

2.3 Compliance with NARSA by the Department will also ensure that information security and access risks about the Protection of Personal Information Act are addressed.

2.4 The offsite storage facility will cover the below branches in the National Office:

2.4.1 Ministry.

2.4.2 Office of the Director General.

2.4.3 Corporate Support Services.

2.4.4 Financial Management Services.

2.4.5 Land Tenure and Administration.

2.4.6 Land Redistribution and Development.

2.4.7 Restitution.

2.4.8 Deeds Registration.



CLASSIFICATION: CONFIDENTIAL

TERMS OF REFERENCE TO APPOINT A SERVICE PROVIDER CAPABLE TO PROVIDE OFFSITE STORAGE FACILITY FOR DEPARTMENTAL VITAL RECORDS FOR A PERIOD OF SIXTY MONTHS.

- 2.4.9 Spatial Planning and Land Use Management.
- 2.4.10 National Geomatics Management Services.
- 2.4.11 Rural Development.
- 2.4.12 Agricultural Production Health and Food Safety and Disaster Management.
- 2.4.13 Food Security and Agrarian Reform.
- 2.4.14 Economic Development, Trade and Marketing.

2.5 The offsite facility will cover the below provincial offices:

- 2.5.1 KwaZulu Natal Provincial Shared Service Centre including 05 district offices.
 - 2.5.2 Eastern Cape Provincial Shared Service Centre including 04 district offices.
 - 2.5.3 Gauteng Provincial Shared Service Centre.
 - 2.5.4 North West Provincial Shared Service Centre including 03 district offices.
 - 2.5.5 Northern Cape Provincial Shared Service Centre.
 - 2.5.6 Free State Provincial Shared Service Centre including 03 district offices.
 - 2.5.7 Limpopo Provincial Shared Service Centre including 01 district office.
 - 2.5.8 Mpumalanga Provincial Shared Service Centre including 03 district offices.
 - 2.5.9 Western Cape Provincial Shared Service Centre including 04 district offices.
- 2.6 Record inspections were conducted in all branches at the National Office and Provinces, one of the major findings was that how the records are kept is non-compliant with the National Archives and Records Service Act 43 of 1996 (NARSA) as amended and the requirements of the approved Department of Agriculture, Land Reform and Rural Development (DALRRD) records management policy.
- 2.7 The National and Records Service of South Africa (NARSA) has also informed the department of its intention to assess whether DALRRD is fully compliant with the National Archives Act in terms of implementing sound records management practices.
- 2.8 Due to the high volume of records that are in the receipt process it is vital that an off-site storage facility for in-active records is available. The offsite facility will store in-active records that legislation requires the Department to keep until they reach their lifespan. A systematic disposal programme will also be implemented to ensure that every year the Department disposes of ephemeral records that fall outside of approved retention periods. The appointed service provider will also offer the destruction service and provide a destruction certificate that will be submitted to the National Archivist.
- 2.9 KIRM will be responsible for payment of project for five (05) years.

3. PROJECT SCOPE AND DEFINITION OF WORK

NB: The successful service provider will be inspected for compliance with National Archives and Records Services of South Africa prior to records being transferred. The letter of compliance will be issued by NARSA.

The successful service provider must ensure that offsite storage facility is established within the period of sixty (30) days after the appointment,

NARSA will conduct compliance inspection within a period of ten (10) days after the offsite storage facility is established.



CLASSIFICATION: CONFIDENTIAL

TERMS OF REFERENCE TO APPOINT A SERVICE PROVIDER CAPABLE TO PROVIDE OFFSITE STORAGE FACILITY FOR DEPARTMENTAL VITAL RECORDS FOR A PERIOD OF SIXTY MONTHS.

- 3.1 The prospective service provider/bidder is expected to provide a comprehensive and reliable off-site facility of records, comprising the following:
 - 3.1.1 A secure and safe storage facility, which is suitable for the purpose and mitigates risks associated with records storage; bidders are expected to have storage facilities in all nine provinces.
 - 3.1.2 Delivery within 24hour turnaround time.
 - 3.1.3 Express (request before 10 am) delivery per box/per record (after 2 pm).
 - 3.1.4 Speed, express or shuttle delivery charge when required (if any)
 - 3.1.6 Tracking and retrieval services for stored records at the off-site storage facility and delivery to DALRRD offices.
 - 3.1.7 The provision of corrective stationery adhering to NARSA.
 - 3.1.8 The collection and removal (delivery/ transportation) of records and files from the DALRRD offices (National Office and 09 Provinces) to the off-site storage and capture of the deposited records.
 - 3.1.9 Relocation of the existing records and files from the current off-site storage to the new off-site facility; and capturing of deposited records.
 - 3.1.11 The successful Bidder shall be required to provide a statistical report to the relevant account holder on activities as agreed within the contract negotiations.
 - 3.1.12 The successful Bidder shall provide a detailed Destruction Certificate by NARSA requirements after Disposal services have taken place.
 - 3.1.13 Scanning and emailing of requested file/records(s) when required.
 - 3.1.14 The SP should have a footprint across South Africa.

4. PROJECT DELIVERABLES

- 4.1 Provide a secure and safe storage facility.
- 4.2 Delivery within 24-hour turnaround time.
- 4.3 The collection and removal of boxes (delivery/ transportation) of records and files from the DALRRD offices (National Office and 09 Provinces) to the off-site storage, as and when necessary.
- 4.4 Relocation of the existing records and files from the current off-site storage to the new off-site facility; and capturing of deposited records.
- 4.5 The successful Bidder shall be required to provide a statistical report to account holder



CLASSIFICATION: CONFIDENTIAL

TERMS OF REFERENCE TO APPOINT A SERVICE PROVIDER CAPABLE TO PROVIDE OFFSITE STORAGE FACILITY FOR DEPARTMENTAL VITAL RECORDS FOR A PERIOD OF SIXTY MONTHS.

on activities as agreed within the contract negotiations.

- 4.6 Provide a List of all deposited and retrieved records.
- 4.7 Withdrawal and transfer of documents after the contract expires.
- 4.8 Planning of the project with the DALRRD team.
- 4.9 Picking up the records from DALRRD specified locations and returning these to a confirmed location.
- 4.10 Managing the project staff.
- 4.11 Monitoring the sorting process.
- 4.12 Managing the indexing process.
- 4.13 Attending meetings.
- 4.14 Collection and delivery.
- 4.15 Courier services.
- 4.16 Give presentations to relevant audiences when requested.
- 4.20 Provide project plan; and
- 4.21 Writing and delivering reports about the project.

5. PRICING

Competitive pricing for all the associated services should include the following:

5.1 *Initial Costing of Services:*

- 5.1.1 Transport per journey (collection and drop off per km)
- 5.1.2 Collection cost per box
- 5.1.3 Packing/offloading (per box)
- 5.1.4 Storage per month (cost per box)
- 5.1.5 Handling fees per box (for collection)
- 5.1.6 Handling fees per box (for retrieval)
- 5.1.7 Handling fees per box (for permanent withdrawal)
- 5.1.8 Handling fee per box (for destruction)



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5.1.9 Capturing/pre-indexing costs per line/file - (line function records/files)

5.1.10 Indexing per line/file (box registration costs)

5.2 *Retrieval and/or incidental costs:*

5.2.1 Search fee per record (if any)

5.2.2 Normal 24-hour delivery per box /record

5.2.3 Scan and e-mail requests fees (if any)

5.2.4 Access user rights to the document management system (if any)

5.2.5 Any other media e.g., compact disks (CDs), digital video disks (DVDs) fees

5.2.6 Collection /returns per box/file

5.2.7 Delivery charged per box/file

5.2.8 Delivery charged per trip

5.2.9 Destruction costs per box

5.2.10 Ordering of boxes:

- (435mmL x 340mmL x 250mmD)
- Jumbo storage boxes (460 mmL x 340 mmW x 250 mmD)
- Lever Arch storage box (460 mmL x 340 mm x 285 mmD)

5.2.11 Ordering of lids:

- (435mmL x 340mmL x 250mmD)
- Jumbo storage boxes (460 mmL x 340 mmW x 250 mmD)
- Lever Arch storage box (460 mmL x 340 mm x 285 mmD)

5.2.12 Archiving Boxes

- STD Archive Box (Code: NB3) 430MM * 360MM * 325 MM
- STD Archive Lid (Code: NL2/3)
- STD Archive Box (Code: NB2) 325 MM* 430MM * 250 MM
- STD Archive Lid (Code: NL:2/3)
- STD Box Wallet (Code: M2A) 75MM * 305 * 240 MM
- STD Box Wallet (Code: 100MM * 240MM * 305MM)

5.2.13 File & Labels

- A4 board container
- A4 plastic container

5.2.14 Tubes (e.g., Maps)



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➤ NT2 Tubes 101 Diameter X 1050 HIGH

➤ NT1 Tubes 80 Diameter X 925 HIGH

6. PRICING SCHEDULE

6.1 A pricing schedule must be completed in full, refer to attached SBD 3.3.

7. PROPOSAL REQUIREMENTS AND SUBMISSION To BE LINKED TO FUNCTIONALITY

The proposal should cover, but not be limited to the following:

7.1 Demonstration of experience of being the reliable service provider who has provided offsite storage and similar processes before.

7.2 Capacity to provide the offsite storage service including logistically manpower and process-wise.

7.3 Type and duration of previous experience with reference to that which is relevant to the deliverables.

8. SPECIAL CONDITIONS

8.1 THE APPOINTED SERVICE PROVIDER WILL BE REQUIRED TO DO THE FOLLOWING

8.1.1 Collection and transportation of boxes containing in-active records from current storage service provider for both the National Office, Provincial and District Offices.

8.1.2 Provide stationery for filling as per request.

8.1.3 The documents collected for storage need to be sorted and filed in accordance with the NARS-approved DALRRD File Plan and previous File Plans from former departments.

8.1.4 The files/documents, etc. need to be well preserved and carefully always handled to ensure no damage or destruction of such information. All files and boxes that have noticeable damage because of regular handling need to be replaced to prevent any further damage.

8.1.5 The building should be ventilated in such a way that free air flows pockets of humidity from building up.

8.1.6 Shelves should be lifted at least 150mm from the floor to ensure a free flow of air.

8.1.7 The appointed service provider shall store DALRRD records in a secure facility that complies with the National Archives and Records Service of South Africa Act, Act No. 43 of 1996 (as amended); and



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9.1.8 The department will conduct a site inspection to service providers who met functionality requirements.

9.2 GENERAL SECURITY

9.2.1 The service provider should have a 24-hour monitored security.

9.2.2 The service provider should have authorized access to the facility.

9.2.3 The service provider should have monitored vault entry.

9.2.4 The service provider should have a secure loading and unloading area.

9.2.5 The service provider should have the capacity to conduct a daily security check; and

9.2.6 The service provider should inspect and test security systems regularly.

9.3 DISASTER PREVENTION/PLANNING

9.3.1 Fire

9.3.1.1 The facility of the service provider should have adequate fire detection systems.

9.3.1.2 All parts of the building connected to the fire detection system.

9.3.1.3 The fire detection system should be connected to a central monitoring panel and the system should issue a local warning at the control panel, indicating where the fire has been detected.

9.3.1.4 The system should operate a plant shut-down sequence to ensure that electrical, gas, heating, and air conditioning systems do not contribute to the spreading of the fire.

9.3.1.5 The system should automatically transmit a warning to the local fire brigade.

9.3.1.6 The system should also transmit a general fire alarm throughout the entire building.

9.3.1.7 The building should be equipped with manual fire alarm points; and

9.3.1.8 The facility should have portable fire extinguishers that should be inspected and tested regularly.

9.3.2 Natural Disaster

9.3.2.1 Service provide choose a location that is not prone to natural disasters such as floods, earthquakes, and hurricanes. A site that is situated in a safe and secure area can minimize the risk of damage caused by natural disasters.

9.3.2.1 Service provider construct the building in a way that can withstand the likely natural disasters in the area. For instance, buildings in earthquake-prone regions should be designed to withstand massive tremors. Likewise, buildings in flood-prone areas



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should have effective drainage systems and be built above the flood level.

9.3.2.3 Service provider maintenance is essential to ensure that the building and systems are adequately functioning. Inspection and measurement of systems such as fire suppression and HVAC systems can help detect potential risks and prevent disasters.

9.3.2.4 Service provider Install backup generators to run the power systems in the event of a power failure. This will ensure that critical systems such as temperature and humidity control, alarms, and surveillance cameras remain operable.

9.3.2.5 Service provider keep valuable records away from basement areas, ensure documents are adequately packaged and stored on the higher levels of the storage building.

9.3.2.6 Service provider regular assessments of the storage facility, location, and systems will minimize the possibility of risks and limit damages when disasters happens.

9.3.2.7 Service provider must have an emergency response plan that is specific to the natural disasters in the area. The plan should outline procedures for evacuating the facility, safeguarding data, accounting for staff, and resuming operations as soon as possible after an event.

9.4 COURIER VEHICLES

9.4.1 The vehicles should be designed for safe records transport.

9.4.2 The vehicles should have appropriate security.

9.4.3 The vehicles secured while at a delivery/pick-up site; and

9.4.4 The vehicles should be equipped with appropriate communications.

9.5 NARSA STANDARDS

9.5.1 The prescripts of the National Archives and Record Service of South Africa Act, 1996 (Act 43 of 1996) need to be complied with in respect of all aspects. The physical building structure, doors, ceiling, roof, floor, air-conditioning, water pipes, electrical installations, etc. of the facility must comply with NARSA standards in respect of being constructed of non-flammable materials and minimize possible electrical faults.

9.5.2 The positioning and location of racks, shelves, cabinets, etc. in/on which records are to be stored, must be constructed of non-flammable materials and placed in areas where the risks of fire-, water, humidity, electrical and normal light exposure, as well as dust and pest damage is minimized.

9.5.3 The building should be equipped with manual/electronic fire alarm points; and

9.5.4 The facility should have portable fire extinguishers that should be inspected and tested



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regularly.

9.6 SAFETY AND SECURITY

9.6.1 Adequate physical security measures need to be in place from the outer perimeter, secured windows and doors, access control, CCTV monitoring, Intrusion and Fire detection to comply with the MISS (Minimum Information Security Standards) as approved in the cabinet on 6 December 1996. The premises also need to be secured using a fire suppression system which will not damage any of DALRRD records, data, etc. The premises need to be safeguarded by a 24-hour security guarding service controlling access in terms of the Control of Access to Public Premises and Vehicles Act, 1985 (Act 53 of 1985). The premises must comply with the prescripts of the Occupational Health and Safety Act, of 1993 (Act 85 of 1993).

TABLE A: OFFSITE STORAGE FACILITY

NO:	ACTIVITY	DESCRIPTION
1	Sorting	<p>DALRRD wants all records to be sorted per subject matter and date. The number of records is estimated at 4,000,000 Pages (<i>Inclusive of all Page Sizes</i>) and (<i>Inclusive of all Types - Files, Documents, Maps, and Others</i>). The bidder must demonstrate how this activity will be executed or implemented accordingly.</p> <p>NB: The estimations are not conclusive. The service provider will be remunerated based on the service rendered.</p>
2	Categorisation	<p>DALRRD wants all records to be categorized per subject matter and Departmental File Plans. The number of records is estimated at 4,000,000 Pages (<i>Inclusive of all Page Sizes</i>) and (<i>Inclusive of all Page Sizes</i>) and (<i>Inclusive of all Types - Files, Documents, Maps, and Others</i>). The bidder must demonstrate how this activity will be executed or implemented accordingly.</p> <p>NB: The estimations are not conclusive. The service provider will be remunerated based on the service rendered.</p>
3	Labelling	<p>DALRRD wants all records to be labelled according to subject matter and date. The number of records is estimated at 2 000 000 Files (<i>Inclusive of all Page Sizes</i>) and (<i>Inclusive of all Types - Files, Documents, Maps, and Others</i>). The bidder must demonstrate how this activity will be executed or implemented accordingly.</p> <p>NB: The estimations are not conclusive. The service provider will be remunerated based on the service rendered.</p>



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4	Page numbering and indexing	<p>DALRRD wants all records to be each page numbered and index all pages of records per the approved Departmental File Plans and Index Sheet will be provided. The number of records is estimated at 4,000,000 Pages <i>Inclusive of all Page Sizes</i>) and <i>(Inclusive of all Types - Files, Documents, Maps, and Others)</i>. The bidder must demonstrate how this activity will be executed or implemented accordingly.</p> <p>NB: The estimations are not conclusive. The service provider will be remunerated based on the service rendered.</p>
5	Listing	<p>DALRRD wants all records to be listed per file and per box and per file and produce a list per box. The number of records is estimated at 2 000 000 Files <i>(Inclusive of all Page Sizes)</i> and <i>(Inclusive of all Page Sizes)</i> and <i>(Inclusive of all Types - Files, Documents, Maps, and Others)</i>. The bidder must demonstrate how this activity will be executed or implemented accordingly.</p> <p>NB: The estimations are not conclusive. The service provider will be remunerated based on the service rendered.</p>
6	Storage of records	<p>DALRRD wants the original records to be sent to off-site storage or to their origin to be stored safely and correctly through <i>(Containers Services, Open Rack Services, Mega Tapes, and Vault Services)</i>. The number of records is estimated at 50,000 Boxes <i>(Inclusive of all Page Sizes)</i> and <i>Inclusive of all Page Sizes)</i> and <i>(Inclusive of all Types - Files, Documents, Maps, and Others)</i>. There will be an estimated increase of 10% of the above-mentioned number towards this activity on an annual basis for five (05) years. The bidder must demonstrate how this activity will be executed or implemented accordingly.</p> <p>NB: The estimations are not conclusive. The service provider will be remunerated based on the service rendered.</p>



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<p align="center">7</p>	<p>Macro-appraisal and assign retention periods to all DALRRD records</p>	<p>DALRRD wants records to be separately macro-appraised and the retention of records should be guided per the approved DALRRD File Plans. The retention schedule will be developed and implemented in NARSA and DALRRD. DALRRD wants all records to have retention period instructions per NARSA Guidance or Guidelines. The number of records is estimated at 500 Boxes on an annual basis for the period of the contract <i>Inclusive of all Page Sizes) and (Inclusive of all Types - Files, Documents, Maps, and Others)</i>. The bidder must demonstrate how this activity will be executed or implemented accordingly.</p> <p>NB: The estimations are not conclusive. The service provider will be remunerated based on the service rendered.</p> <p>Records Management practitioners from department must be present when activities performed.</p>
<p align="center">8</p>	<p>Confidential destruction of records</p>	<p>Disposal, or disposition and destruction of records is an important part of the DALRRD records lifecycle. No records must be sent to an off-site storage facility service without being assigned a disposal instruction in place for managing and executing the disposal programme systematically. DALRRD wants all records that are due to disposal or destruction to be identified in the due process and be disposed or destroyed according to the regulatory frameworks. Each year the DALRRD will identify 150 Boxes for a systematic disposal programme on an annual basis for the period of the contract. The bidder must demonstrate how this activity will be executed or implemented accordingly.</p> <p>NB: The estimations are not conclusive. The service provider will be remunerated based on the service rendered.</p> <p>Records Management practitioners from department must be present when activities performed.</p>
<p align="center">9</p>	<p>Access and retrieval of records from storage location (Enquiries and handling)</p>	<p>DALRRD must interact effectively with off-site storage facility services once the operations are in place. DALRRD wants to ensure that the desired level of access and retrieval provided will be effective and not hamper service delivery. DALRRD will retrieve 500 Boxes on an annual basis for the period of the contract. The bidder must demonstrate how this activity will be executed or implemented accordingly.</p> <p>NB: The estimations are not conclusive. The service provider will be remunerated based on the service rendered.</p>



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10	Courier vehicles (Collection and deliveries)	<p>DALRRD records to be transported to and from the offsite storage facility with proper and suitable designed vehicles. DALRRD wants to be certain that these vehicles are equipped efficiently to transport DALRRD information as assets. DALRRD will be requesting collection and deliveries of 500 annually to and from an offsite storage facility. The bidder must demonstrate how this activity will be executed or implemented accordingly.</p> <p>NB: The estimations are not conclusive. The service provider will be remunerated based on the service rendered.</p> <p>At all times the departmental security will provide security during the transportation of records from A to B and B to A.</p>
11	Environmental conditions and disaster prevention planning	<p>Records of all formats are vulnerable to damage from either flood, fire, vermin, or mould, and a prevention plan containing several key elements, including a clear policy statement, clearly defined activation authority, and a method to distribute information regarding the disaster. DALRRD wants to ensure that the environment in and around off-site storage facility services is adequately monitored and protected. DALRRD will have 50,000 Boxes which will increase on an annual basis per the activity schedule <i>Inclusive of all Page Sizes) and (Inclusive of all Types - Files, Documents, Maps, and Others)</i>. The bidder must demonstrate how the activity will be executed or implemented accordingly.</p> <p>NB: The estimations are not conclusive. The service provider will be remunerated based on the service rendered.</p>
12	Security management at the off-site storage location	<p>All records held at off-site should always be protected. Inadequately protected records could be subject to unauthorized access, theft, or damage with a significant impact on DALRRD. DALRRD wants evidence that the offsite storage facility is adequately protected and aligns with regulatory requirements. The bidder must demonstrate how this activity will be executed or implemented accordingly.</p>

TABLE B. PERMANENT WITHDRAWAL OF RECORDS

NO:	ACTIVITY	DESCRIPTION
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1	Permanent withdrawal and Transfer of Records from current supplier to new supplier	Records are susceptible to damage and loss during transportation, and DALRRD requires a detailed migration process from current off-site storage to new offsite storage facility. The current storage facility has 20,000 boxes across the entire department (including provinces & district offices) The bidder must demonstrate how the activity will be executed or implemented accordingly. NB: The estimations are not conclusive. The service provider will be remunerated based on the service rendered.
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13. MANDATORY REQUIREMENTS,

Failure to adhere to the following conditions will disqualify the bidder's proposal:

13.1 Bidders must be able to provide addresses of existing and fully operational offsite storage in all the nine provinces by providing one of the following:

- Attach municipal services account (water, sanitation, rates, and electricity) in the name of the bidder/s or active director/s not older than 6 months from the closing date of the bid or
- letter from the traditional council or letter from the ward councillor on their letterhead not older than 3 months from the closing date of the bid or
- signed valid lease agreement in the name of the bidder or active director.
- Letter of intent to lease

13.2 Fully completed pricing schedule (SBD 3.3). A fully completed pricing schedule on the prescribed template must be submitted (i.e., SBD 3 – pricing schedule). **(NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED SBD3.3)**

13.3 Bidders must attend a compulsory briefing session, Failure to attend the briefing session will result in disqualification.

14. EVALUATION CRITERIA

14.1 FIRST STAGE -EVALUATION OF FUNCTIONALITY

This bid shall be evaluated on the basis of functionality and in accordance with 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 as stipulated below.

The applicable values that will be utilized when scoring each criteria range

from **1 being poor, 2 being average, 3 being good, 4 being very good and 5being excellent.**



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
<p>1. Capability Firm's experience Track record Competency</p>	<p>The bidder must have a minimum of five (5) reference letters of providing and managing an off-site storage.</p> <p>(The bidder must have a minimum of five (5) reference letters / from contactable clients of managing an off-site storage. Each reference letter/s must be on the client's letterhead, stamped and should contain the following details: client's company name and telephone number, description of the project, Start and end date of the project and indicating that the project was successful or not.)</p> <ul style="list-style-type: none"> • 1 and 2 reference letters of providing and managing an off-site storage: score 1 • 3 to 4 reference letters of providing and managing an off-site storage: score 2 • 5 reference letters of providing and managing an off-site storage: score 3 • 6 to 8 reference letters of providing and managing an off-site storage : score 4 • 9 to 10 reference letters of providing and managing an off-site storage : score 5 <p><i>NB: The department reserves the right to verify the authenticity of reference letters, in case of negative authenticity, the reference letters will not be considered.</i></p>	<p align="center">20</p>
<p>2. Capability Firm's experience Track record Competency</p>	<p>(The bidder must have a minimum of 5 years combined experience in managing an off-site storage.</p> <p>Attach reference letters / from contactable clients of managing an off-site storage. Each reference letter/s must be on the client's letterhead, stamped and should contain the following details: client's company name and telephone number, description of the project, Start and end date of the project and indicating that the project was successful or not.)</p> <ul style="list-style-type: none"> • 1 and 2 years' experience in providing and managing an off-site storage: score 1 • 3 to 4 years of experience in providing and managing an off-site storage: score 2 • 5 years' experience of providing and managing an off-site storage: score 3 • 6 to 8 years' experience: in providing and managing an off-site storage score 4 • 9 to 10 years' experience in providing and managing an off-site storage: score 5 	<p align="center">40</p>



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<p>3. Methodology & Project Management</p>	<ul style="list-style-type: none"> • Methodology must clearly indicate the following: <ul style="list-style-type: none"> I. The bidder must provide a project implementation plan with details on how the services will be carried out, with deliverables and time frames. The plan must contain a work plan, showing tasks and clear timelines. II. The bidder must demonstrate how the activity stipulated in table A (item 1-12) and table B(item 1) will be executed or implemented. - Methodology only met one of the above criteria (score 1) - Methodology (i)is met but (ii) is partially met- (Score 2) - Methodology <u>adequately addresses both</u> requirements listed above - (score 3) - Methodology <u>adequately specified both requirements</u> listed above and indicate additional value adds (Disaster recovery plan) - (score 4) - Methodology <u>adequately specified both requirements</u> listed above and indicate additional value adds (Disaster recovery plan and an alternative energy resources) - (score 5) 	<p align="center">40</p>
<p>TOTAL FOR FUCTIONALITY</p>		<p align="center">100</p>

Bids that fail to achieve a minimum of 60 points out of 100 points for the functionality will be disqualified, and such bids will not be evaluated on the second stage which is evaluation in terms of price and points awarded for specific goals.

14.2 EVALUATION IN TERMS OF PRICE AND POINTS AWARDED FOR SPECIFIC GOALS.

14.2.1 POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender.

14.2.2 POINTS AWARDED FOR SPECIFIC GOALS

14.2.2.1 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.



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14.2.2.2 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— 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

14.2.2.3 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 bidders: The bidder 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. 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 citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation- a) Before 27 April 1994 b) On or before 27 April 1994 and who would be entitled to acquire citizenship by naturalisation prior to the date.	8		
Who is female	5		
Who has a disability	2		
Specific goal: Who is youth	2		
Specific goal: Locality (Promotion of SA owned enterprises)	3		

The points scored for price must be added to the points scored for specific goals to obtain the bidder's total points scored out of 100.



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15. ADMINISTRATIVE ISSUES

15.1 Persons assigned to Project

The persons proposed for use on the project shall be identified at the outset and remain in use on the project unless prior written permission is granted by the Department to change the staffing proposal. Such permission will only be granted in exceptional cases.

15.2 Use of Material and Information

No material or information derived from the provision of the services under the contract may be used for any purposes other than those of the Department, except where authorized in writing to do so.

15.3 Copyright of data and documents

Copyright in respect of all documents and electronic data, prepared or developed for the project by the service provider, shall be vested in the Department.

15.4 In a case where the department splits into two, each department will sign its own service level agreement.

7. CONTACT NUMBERS

All technical inquiries should be directed to:

Mr. Pheko Khatlake	/	Ms. Dikeledi Khukhele
Telephone (012) 312 8796	/	(012) 312 8511
Email : PhekoK@dalrrd.gov.za	/	Dikeledi.Khukhele@dalrrd.gov.za

Supply Chain Management Enquiries:

Mr. Abie Olyn	
Designation	: Assistant Director: BIDS
Contact Number	: (012) 312 9518
Email Address	: abie.olyn@drdlr.gov.za

17. PUBLICATIONS

- Tender Bulletin
- National Treasury e-Portal
- Period – 26 Days
- Compulsory Briefing session



5/2/2/1- DALRRD 0010 (2024/2025)

APPOINTMENT OF A SERVICE PROVIDER CAPABLE TO PROVIDE OFFSITE STORAGE FACILITY FOR DEPARTMENTAL VITAL RECORDS FOR A PERIOD OF SIXTY MONTHS.

CLOSING DATE: 25 SEPTEMBER 2024 @ 11:00

NB: THERE WILL BE COMPULSORY BRIEFING SESSION.

DATE: 06 SEPTEMBER 2024

VENUE: 600 LILLIAN NGOYI STREET, BEREA PARK PRETORIA 0001, MEETING ROOM D1-16

TIME: 10:00

TECHNICAL ENQUIRIES : Mr Pheko Khatlake/ Ms Dikeledi Khukhele
TEL : (012) 312 8796 / (012) 312 8511
EMAIL : PhekoK@dalrrd.gov.za / Dikeledi.Khukhele@dalrrd.gov.za /

BID RELATED ENQUIRIES : Mr. Freddy Maseli
TEL : (012) 312 8382
EMAIL : MbulaheniMA@Dalrrd.gov.za

NB: BID CLOSING ADDRESS:
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
600 LILLIAN NGOYI STREET, PRETORIA, 0001

FINANCIAL PROPOSAL PART 2 OF 2

5/2/2/1/DALRRD 0010 (2024/2025)

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER CAPABLE TO PROVIDE OFFSITE STORAGE FACILITY FOR DEPARTMENTAL VITAL RECORDS FOR A PERIOD OF SIXTY MONTHS FOR ALL 09 PROVINCES.

**PRICING SCHEDULE
(Professional Services)**

NAME OF BIDDER:	BID NO.: DALRRD -0010 (2024-2025)
CLOSING TIME 11:00	CLOSING DATE: 25 SEPTEMBER 2024

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

<u>ITEM NO TAX</u>	<u>DESCRIPTION</u>	<u>BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED</u>
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate total cost for the project.
Total Quote Price (INCLUSIVE OF VAT) R.....
3. Prices must be firm for the period of five years.

Item	ACTIVIY	QTY	CONTRACT DURATION YEARS	5	TOTAL COST (Excluding VAT)
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DSE | 1

Bid Initials
Bid's Signature.....
Date:.....

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER CAPABLE TO STORE DEPARTMENTAL VITAL RECORDS FOR A PERIOD OF SIXTY MONTHS. [SBD 3.3]

1.	Transport per journey (collection and drop off per km)	1		R.....
2.	Collection cost per box	1		R.....
3.	Packing /offloading (per box)	1		R.....
4.	Storage per month (cost per box)	1		R.....
5.	Handling fees per box (for collection)	1		R.....
6.	Handling fees per box (for retrieval)	1		R.....
7.	Handling fees per box (for permanent withdrawal)	1		R.....
8.	Handling fee per box (for destruction)	1		R.....
9.	Capturing/pre-indexing costs per line/box - (line function records/files)	1		R.....
10.	Indexing per box/file level (box registration costs)	1		R.....
11.	Permanent withdrawal fee.	1		R.....
12	Retrieval and/or incidental costs:	1		R.....
12.1	Search fee per record (if any)	1		R.....
12.2	Normal 24-hour delivery per box /record	1		R.....
12.3	Scan and e-mail requests fees (if any)	1		R.....

Bid Initials
Bid's Signature.....Page.51.of.54...
Date:.....

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER CAPABLE TO STORE DEPARTMENTAL VITAL RECORDS FOR A PERIOD OF SIXTY MONTHS. [SBD 3.3]

12.4	Access user rights to document management system (if any)	1		R.....
12.5	Any other media e.g. compact disks (CDs), digital video disks (DVDs)fees (clearly labelled as per requirements)	1		R.....
12.6	Collection /returns per box	1		R.....
12.7	Delivery charged per box	1		R.....
12.8	Delivery charged per trip	1		R.....
12.9	Destruction costs per box	1		R.....
13	Sorting per record	1		R.....
14	Categorization per record	1		R.....
15	Labelling per record	1		R.....
16	Page numbering per page (where applicable)	1		R.....
17	Macro-appraisal and assigning retention periods per file level	1		R.....
13	Ordering of boxes:			
13.1	(435mmL x 340mmL x 250mmD)	1		R.....

Bid Initials
Bid's Signature.....Page 52 of 54...
Date:.....

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER CAPABLE TO STORE DEPARTMENTAL VITAL RECORDS FOR A PERIOD OF SIXTY MONTHS. [SBD 3.3]

13.2	Jumbo storage boxes (460 mmL x 340 mmW x 250 mmD)	1		R.....
13.3	Lever Arch storage box (460 mmL x 340 mm x 285 mmD)	1		R.....
14	Ordering of lids:			
14.1	(435mmL x 340mmL x 250mmD)	1		R.....
14.2	Jumbo storage boxes (460 mmL x 340 mmW x 250 mmD)	1		R.....
14.3	Lever Arch storage box (460 mmL x 340 mm x 285 mmD)	1		R.....
15	Archiving Boxes			
25.1	STD Archive Box (Code: NB3) 430MM * 360MM * 325 MM	1		R.....
15.2	STD Archive Lid (Code: NL2/3)	1		R.....
15.3	STD Archive Box (Code: NB2) 325 MM* 430MM * 250 MM	1		R.....
15.4	STD Archive Lid (Code: NL:2/3)	1		R.....
15.5	STD Box Wallet (Code: M2A) 75MM * 305 * 240 MM	1		R.....
15.6	STD Box Wallet (Code: 100MM * 240MM * 305MM)	1		R.....
16	File & Labels			
16.1	A4 board container	1		R.....

Bid Initials
 Bid's Signature.....Page.53.of.54...
 Date:.....

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER CAPABLE TO STORE DEPARTMENTAL VITAL RECORDS FOR A PERIOD OF SIXTY MONTHS. [SBD 3.3]

16.2	A4 plastic container	1		R.....
17.	Tubes			
17.1	NT2 Tubes 101 Diameter X 1050 HIGH	1		R.....
17.2	NT1 Tubes 80 Diameter X 925 HIGH	1		R.....
TOTAL COST EXCLUDING VAT				R.....
VAT 15%				R.....
TOTAL COST INCLUDING VAT				R.....

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
PRIVATE BAG X 833
PRETORIA
0001

All technical inquiries should be directed to:	
All technical inquiries Mr. Pheko Khatlake Telephone (012) 312 8796 Email: PhekoK@dalrrd.gov.za	Bid related enquiries. Mr Abie Olyn Contact Number : (012) 312 9518 Email Address: abie.olyn@drdlr.gov.za

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