

SSC WC Q30 (2022/2023) DALRRD

APPOINTMENT OF SERVICE PROVIDER TO RENDER SECURITY GUARDING SERVICES AT THE DISTRICT 6 PHASE 3 DEVELOPMENT SITE CAPE TOWN FOR A PERIOD OF 04 MONTHS.

COMPULSORY CLARIFICATION MEETING:

DATE: 24 March 2023

VENUE: : DISTRICT SIX PHASE 3 REDEVELOPMENT SITE, LOCATED AT CNRS NEW HANOVER, HORSTLEY, FERERE AND RUSSEL STREETS, ZONNEBLOEM, DISTRICT SIX, CAPE TOWN

TIME: 12:00 PM

CLOSING DATE:

DATE: 29 MARCH 2023

TIME: 11:00 AM

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

TECHNICAL ENQUIRIES : Mr Davedan Kuhn
TEL : 071 6735688
EMAIL : Davedan.kuhn@dalrdd.gov.za

BID RELATED ENQUIRIES : Ms. Mpho Mudau
TEL : (021) 409 0551
EMAIL : mpho.mudau@dalrrd.gov.za



rural development & land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Provincial Shared Service Centre: **Sub-Directorate:** Demand and Acquisition
Management Services: **Enquiries:** MS. MPHONGA MUDAU: **Tel:** (021) 409 0551

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

BID NUMBER: SSC WC Q30 (2022/2023) DALRRD

CLOSING TIME: 11H00

CLOSING DATE: 29 MARCH 2023

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 3.1, SBD4, SBD 6.1 and Terms of Reference.
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

MS RACHEL MASWANENG
ACTING DEPUTY DIRECTOR: SUPPLY CHAIN AND FACILITIES
MANAGEMENT SERVICES
DATE: 22 MARCH 2023

MAP TO BIDDER BOX (B BOX)

SSC WC Q30 (2022/2023) DALRRD CLOSING DATE: 29 MARCH 2023 AT 11:00 AM.

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

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

**THE SBD FORMS MUST BE SIGNED IN THE ORIGINAL AND WITH
BLACK INK SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT
RETYPE.**

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

(Department of Agriculture, Land Reform and Rural Development)

**Demand and Acquisition Management
(BIDS)
GROUND FLOOR (SECURITY AREA)
14 LONG STREET
CAPE TOWN
8000**

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM
AND RURAL DEVELOPMENT IS OPEN 08 HOURS A DAY, 5 DAYS A WEEK. THE BID BOX
WILL BE CLOSED AT 11H00 AM WHICH IS THE CLOSING TIME OF BIDS.**

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

SUBMIT YOUR BID IN A SEALED ENVELOPE

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.



**PART A
INVITATION TO BID**

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

BID NUMBER:	SSC WC Q30 (2022/2023) DALRRD	CLOSING DATE:	29 MARCH 2023	CLOSING TIME:	11:00 AM
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DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO RENDER SECURITY GUARDING SERVICES AT THE DISTRICT 6 PHASE 3 DEVELOPMENT SITE FOR A PERIOD OF 04 MONTHS.
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

14 LONG STREET

CAPE TOWN

GROUND FLOOR

SECURITY AREA AT GROUND FLOOR

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
---	--

CONTACT PERSON	Ms. Mpho Mudau	CONTACT PERSON	Mr Davedan Kuhn
----------------	-----------------------	----------------	------------------------

TELEPHONE NUMBER	021 409 0551	TELEPHONE NUMBER	071 6735688
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FACSIMILE NUMBER		FACSIMILE NUMBER	
------------------	--	------------------	--

E-MAIL ADDRESS	mpho.mudau@dalrrd.gov.za	E-MAIL ADDRESS	Davedan.kuhn@dalrrd.gov.za
----------------	--	----------------	--

SUPPLIER INFORMATION

NAME OF BIDDER	
----------------	--

POSTAL ADDRESS	
----------------	--

STREET ADDRESS	
----------------	--

TELEPHONE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

CELLPHONE NUMBER	
------------------	--

FACSIMILE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

E-MAIL ADDRESS	
----------------	--

VAT REGISTRATION NUMBER	
-------------------------	--

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION NUMBER:	REFERENCE
				MAAA:		

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO



DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 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.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

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

DATE:



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

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

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

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

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

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

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

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



AUTHORITY OF SIGNATORY

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

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

MABEL HOUSE (Pty) Ltd

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

MR A.F JONES

has been duly authorised to sign all documents in connection with

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

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

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

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

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

As witnesses:

1.

2.

Signature of person authorised to sign the tender:

Date:

PRICING SCHEDULE [SBD 3.1]

SBD 3.1

**PRICING SCHEDULE FOR THE APPOINTMENT OF
SERVICE PROVIDER TO RENDER SECURITY GUARDING SERVICES AT THE
DISTRICT 6 PHASE 3 DEVELOPMENT SITE FOR THE PERIOD 01 APRIL TO 31
JULY 2023**

PRICING SCHEDULE
(Supply and Delivery)

NAME OF BIDDER: BID NO.: SSC WC Q30 (2022/2023)DALRRD

CLOSING DATE: 29 MARCH 2023

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

1. The accompanying information must be used for the formulation of proposals.

TOTAL BID PRICE (INCLUSIVE OF VAT) R.....

DISTRICT SIX CAPE TOWN

N.B Please note that all rates should be in line with PSIRA minimum wage, inclusive of all direct cost such as Leave provision, Study Leave, Family responsibility leave, Night shift allowance, provident fund, bonuses, COIDA, UIF, UNIFORM, security equipment, registers , electronic patrol equipment , relivers , whatsapp data bundles .The pricing must also include the visits by mobile inspectors and the electricity fee included in the terms of reference.

TABLE 1

NO.	ITEM DESCRIPTION (AS PER SPECIFICATION)	QUANTITY REQUIRED	RATE PER HOUR	NUMBER OF HOURS ALLOCATED PER SHIFT	CONTRACT DURATION	SUB- TOTAL
	GRADE B					
1.	FOR A NORMAL DAY SHIFT - MON TO SUN/PUBLIC HOLIDAY	1	R.....	12	01/04/2023 TO 30/07/2023	R
2.	FOR A NORMAL NIGHT SHIFT - MON TO SUN/PUBLIC HOLIDAY.	1	R.....	12	01/04/2023 TO 30/07/2023	R
	SUB TOTAL					R
	TOTAL					R

TABLE 2

NO.	ITEM DESCRIPTION (AS PER SPECIFICATION)	QUANTITY REQUIRED	RATE PER HOUR	NUMBER OF HOURS ALLOCAT ED PER SHIFT	CONTRACT DURATION	SUB- TOTAL
	GRADE C					
1.	FOR A NORMAL DAY SHIFT - MON TO SUN/PUBLIC HOLIDAY	4	R.....	12	01/04/2023 TO 30/07/2023	R
2.	FOR A NORMAL NIGHT SHIFT - MON TO SUN/PUBLIC HOLIDAY.	4	R.....	12	01/04/2023 TO 30/07/2023	R
	SUB TOTAL					R
	TOTAL					R

TABLE 3

NO.	ITEM DESCRIPTION (AS PER SPECIFICATION)	QUANTITY REQUIRED	RATE PER MONTH		CONTRACT DURATION	SUB- TOTAL
1.	Guard Hut	1	R.....		01/04/2023 TO 30/07/2023	R
2.	Mobile toilet	1	R.....		01/04/2023 TO 30/07/2023	R
	SUB TOTAL					R
	TOTAL					R

SUMMARY OF THE TOTAL COST

DESCRIPTION	TOTAL COST FOR THE PROJECT
TOTAL COST FOR TABLE 1	R.....
TOTAL COST FOR TABLE 2	R.....
TOTAL COST FOR TABLE 3	R.....
VAT @ 15%	R.....
TOTAL BID PRICE ALL INCLUSIVE	R..... (Should reflect on SBD 3. 1 as well)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the

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

Wopelasho efan Landelikeletatwileling ea Vrochobeyorming, Umnyango, Vezokufutukiswa kweZindawo ZaseMakhaya, Ntshunguko, Kwezomhlaba – Muhasho wa Mveledziso ya Mahayani na Mbuyedzedzo ya Mavu - Ndzawulo ya Nhluvukiso wa Matikoxikaya na Antswiso wa Misava - Lefapha la Tihabololo ya Magae le Ntshwafatso ya Mafatshe - Lefapha la Tihabollo ya Dibaka tsa Mahae - Kgoro ya Tihabollo ya Dinagamagae le Peakanyoleswa ya Naga - iSebe loPhuhliso lwamaPhandle noBuyekezo lwemiHlaba - UmNyango wokuThuthukisa iiNdawo zemaKhaya nokuBuyiselwa kweNarha - Litiko Letekufutukiswa KwentindzawoTasemaphandleni Netingucuko Kutemhlaba

intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

PRICE QUOTATION PROCESS (UP TO R 1 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. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- 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.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who has a disability – **attach doctor’s letter confirming the disability**
 - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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 table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: WESTERN CAPE

1st and 2nd floors, 14 Long Street, Cape Town, 8000 | Private Bag X9163, Cape Town, 8000
Tel: (021) 409 0300 | Fax: (021) 418 0205

SPECIFICATION SECURITY GUARDING SERVICES

SERVICE VENUE : District Six Phase 3 Redevelopment Site, Located At Cnrs New Hanover, Horstley, Ferere and Russel Streets, Zonnebloem, District Six.

TIMEFRAME: 06:00(am) on 01 April 2023 to 06:00 (am) on 31 July 2023.

PURPOSE:

- a. The protection of District Six Phase 3 development site of the Department of Agriculture, Land Reform and Rural Development (DALRRD) against illegal occupation, damages, theft and vandalism within the boundary of the service venue.
- b. The protection of DALRRD's officials, visitors and contractors against injuries, death or any offence, including offences referred to in schedule 1 of Criminal Procedure Act, (Act 51 of 1977); and
- c. The protection of public premises and vehicle for the protection of people therein in terms of the Control of Access to public Premises and Vehicle Act, (Act No. 53 of 1985).

REQUIREMENTS:

1. SECURITY GUARDING PERSONEL

1.1. Security officers including supervision and management required:

SSC WC Q30 (2022/2023) DALRRD

- 1.1.1. Grade B Supervisors - 1 x Day shift and 1 x night shift (uninterrupted supply – 24hrs for the period listed, incl. Sundays and Public Holidays) - Unarmed
- 1.1.2. Grade C Security Officers - 4 x Day shift and 4 x night shift (uninterrupted supply – 24hrs for the period listed, incl. Sundays and Public Holidays) – Unarmed
- 1.1.3. Duly appointed Security Manager and Operational Manager and Mobile Inspectors who will manage and coordinate his or her area of responsibility under this contract.

1.2. Uniform and security equipment

Security personnel must meet the following requirements at all times:

- 1.2.1. Criminal record results from to be provided before deployment of any security officer. The Department also reserves the right to conduct criminal checks
- 1.2.2. All security officers must PSIRA registered in their respective grading.
- 1.2.3. Clear identification card of the company with the member's photo, identification and PSIRA numbers on it, always displayed noticeably on uniform;
- 1.2.4. Full company combat uniform that is neat and clearly identifiable- provision to be made for all weather conditions;
- 1.2.5. Service aids to be carried or be available on site at all times during guard duty, such as:
 - a. Pocket Books
 - b. Pens (black and red)
 - c. 5 x Torches (at night)
 - d. 5 x Handheld radios
 - e. 1x Occurrence Book
 - f. 4 x Handcuffs with key and spare key
 - g. 5 x Baton and baton ring

SSC WC Q30 (2022/2023) DALRRD

1.3. **Guard House and mobile toilet** to be in place at the commencement of the contract and removed on closing date and time of contract and must adhere to the following specifications:

1.3.1. One (1) x Guard house with the following minimum specification to be provided:

Size	<ul style="list-style-type: none"> • 2.5m width x 2.5m length/high
Walls	<ul style="list-style-type: none"> • Fibre Glass / Wood • Must be vandal and waterproof
Glass/windows	<ul style="list-style-type: none"> • One (1) x window
Door	<ul style="list-style-type: none"> • One (1) x door
Interior	<ul style="list-style-type: none"> • One (1) x table 1m x 1m to be provided with 2 x plastic chairs

1.3.2. One (1) mobile toilet must be provided on site for the period of service;

- that is serviced in line with minimum servicing requirements (removal of waste and disinfecting);
- continuous supply of provisions – toilet paper; handwash; disinfectant spray for hand and seats; disposable hand towels.
- **Inflated pricing in terms of the above will not be entertained.**

1.3.3. **Security Registers**

The following security registers must be provided binded and templates of these registers will be provided once appointed,

- Visitors register
- Visitors confirmation register
- Contractors registers
- Vehicle registers
- Security Information Book

2. SERVICE REQUIREMENTS

- 2.1. The norm/quality of the security service to be rendered must be in accordance with acceptable standards of the trade concerned.
- 2.2. All possible steps shall be taken by the successful bidder to ensure that the contract/intended execution of the agreement will take place. These steps include, inter alia, the following:
 - 2.2.1. The protection of departmental property at the intended site and the protection of the said property against illegal occupation, damage to property, theft and vandalism.
 - 2.2.2. The protection of the departmental officials, visitors and contractors against injuries, death or any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977) on the site.
 - 2.2.3. A security site procedure will be communicated to the appointed service provider that must be strictly adhered to.

3. DELIVERABLES

- 3.1. The guarding services shall be responsible inter alia for the following duties:
 - a. Guarding services.
 - b. Access control.
 - c. Escorts.
 - d. Conduct physical security patrols on an hourly basis to ensure the prevention of unauthorized entry, trespass, intrusion and acts of vandalism etc.
 - e. Implement crowd management procedures as and when the need arises. Crowd management plan must be provided by the appointed service provider together with the site instructions.
 - f. Provide effective security during periods of unrest, striking, disaster or any incidents of similar nature
 - g. Keep track of all visitors, contractors that enter the site.

3.2. **Electronic guard tracking system**

An electronic guard tracking system with remote monitoring capabilities to monitor guard patrols must be installed at the cost of the appointed Service Provider and this will be removed by the appointed Service Provider upon expiration of the service period and daily reports must be provided. Compliance rate for patrol reports must be above 80% and the Department will advise where clocking points must be located.

3.3. **Monthly reporting**

- 3.3.1. The appointed service provider, operational or contract manager will be required to report and/or attend meeting(s) monthly and as and when required.
- 3.3.2. The service provider must also by the end of each month provide details of all housing units that are occupied and provide this information in writing.

3.4. **Site monitoring and inspections by the service provide**

- 3.4.1. 1st Level Inspection to be conducted as follows:
 - a. Conducted by a site supervisor that is on duty for that shift. This must not be confused with handing over inspections during shift changes.
 - b. All security personnel, registers, equipment to be inspected and a detailed entry to be made in the occurrence book in red pen.
- 3.4.2. 2nd level inspections to be conducted as follows
 - a. Conducted by a walk-in in mobile inspector

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- b. 2nd Level inspection to be conducted between 08h00 and 16h00 and 20h00 and 04h00 at different time frames. Inspections can however be conducted between shift changes but when verification will be done in terms of compliance this will not be taken in consideration
- c. Required once per shift and all aspects of the guarding services to be inspected , including personnel , registers , equipment and a full patrol of the site including the perimeter .
- d. Arrival and departure time of inspections to be recorded in the Occurrence Books
- e. OB Entry must be in the occurrence book in red pen.

3.5. Incident reporting and preliminary investigations

3.5.1. Immediate notification of the event must be communicated electronically.

3.5.2. A written Incident Summary Report summarizing the event must be submitted within 8 hours after the incident.

3.5.3. A Preliminary Investigation Report, if required must thereafter be submitted within 3 days. (Investigation report template will be discussed with the appointed service provider).

3.6. Confirmation of visitors and Uber / Bolt vehicles to the site

3.6.1 A cell phone is available that has been supplied by the District Six Neighbourhood Watch and the appointed service provider to provide whatsapp data bundles for the entire period to the phone in order to receive confirmation of visitors and Uber and Bolt vehicles , including meter taxis from residents . Data bundles to be available 24/7.

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3.6.2 The safekeeping of the cellphone is the responsibility of the SP and if the phone are damaged or lost while in the possession of the appointed guarding service provider it needs to be replaced with the same make and model within 12 hours.

3.7. Liability

3.7.1. The successful bidder will be held liable for any damage of loss suffered by the Department, as a result of the successful bidder 's own or his/her employees' negligence or intent, which originated at the site.

3.7.2. The successful bidder must, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuring from his/her obligations and shall ensure that such insurance remains operative for the duration of this agreement.

3.7.3. The successful bidder may not, unless otherwise specified, make use of any of the Department's equipment; aids and/or property include, inter alia, vehicles, stationary, rooms and furniture.

3.7.4. The successful bidder is responsible for the training of his/her personnel at the site in respect of the application of the guidelines of the site procedures applicable for the specification.

3.8. Unsatisfactory performance

3.8.1. The stipulations of the General Contract Conditions will apply.

3.8.2. Any amendment or waiving of the stipulations of the contract must occur in writing

by mutual consent through the Department.

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3.9. Breaches and penalties

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

ITEM	PENALTY
Damage and or loss to departmental property or assets either by criminal elements, or by negligence	Actual cost of loss suffered. This claim must finalised with a full investigation report from the Department
Failure to immediately electronically notify the department of any security incident/breach	Full shift payment (hourly rate x 12) per day
Failure to submit Incident Report within 8 hours	
Failure to submit Preliminary Investigation Report within 3 days	
Failure to submit monthly report	
Incomplete or incorrect uniform or part thereof	R 500 per shift, per security official
Absence of or incorrect Pocket book	R 500 per shift, per security official
Absence of or defective Identity card and/or PSIRA card (writing illegible or card broken)	
Absence of or defective Flashlight	

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Absence of or defective Hand radio (including depleted/defective batteries)	R 500 per shift, per security official
Security register (absence of or incorrectly completed)	Full shift payment for all security officers deployed (hourly rate x 12 hours)
Desertion of post	
Misrepresentation of information	
Whatsapp data bundles not loaded on the cell phone	
Misconduct (any offence contained in the service providers or PSIRA code of conduct)	
Failure to conduct any of the required 1 st level and/or 2 nd level inspections (1 penalty per inspection not conducted)	
Failure to conducted 2 nd level inspections between 08h00 and 16h00 and 20h00 and 04h00 at different time frames.	
Posted officers without the knowledge of the departmental representative	
Defective equipment (Including handheld thermometers), Absence of required equipment	
Dereliction of duty / Making use of a cell phone whilst on duty,	
Eating on duty (at post) / Sleeping on duty	
Failure to install guard patrolling system and non- adherence to 80% patrol requirements per report	

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Security officials found reading Newspaper or other non-work-related documents on duty	
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3.10. Provincial control room

- 3.10.1. The appointed service provider must have a fully operational control room located within 100 km from the site where service will be rendered to ensure operational control.
- 3.10.2. The service provider and control room must meet the relevant legislative compliance requirements that includes the following that will be verified during an inspection. Service providers will be informed regarding the inspection 24 hours in advance. For the control room the following will be inspected,
 - a. Communication: Radio and landline / cell phone, printer, internet access, computer.
 - b. Operational staff: Designated/Appointed control room operators present 24/7
 - c. Full company Uniform (combat) physically available for inspection
 - d. Branded vehicles registered in the name of the service provider. Registration documents to be provided.

3.11 Electricity connection

- a. Electricity connection to power the handheld radios, torches and patrol system is available from one of the housing units and the service provider must make provision pre-paid electricity which they must include in their overall cost.

NB: Failure to submit the below-mentioned requirements with the proposal will be regards as disqualification.

4. MANDATORY REQUIREMENTS

- b. Proof of Public Liability Assistance Insurance to the minimum value (Not less than 2 million rand) to cover losses of DALRRD assets and losses from the premises in case of negligence or criminal activities of company staff.
- c. Attached a valid Tax Clearance certificate/provide a Compliance Tax Status Pin on the space provided on the SBD1 form;

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- d. Where a consortium / joint ventures / sub-contractors are involved, each party to the association must submit separate Tax Clearance requirements as proof;
 - e. The bidder must be registered on the National Treasury Central Supplier database and attach a report as proof or provide registration number (MAAA) in the space provided on the SBD1 form.
 - f. If the bidder sub-contracts, the sub-contractor(s) must be registered on the National Treasury Central Supplier Database and the bidder must provide a CSD report as proof thereof or letter containing the registration number (MAAA).
 - g. Valid PSIRA Certificate of the company bidder's (company/close co-operation/sole traders) accreditation and registration with the Private Security Industry Regulatory Authority.
 - h. Valid Letter of good standing of the company from Private Security Industry Regulatory Authority (PSIRA) (Not older than 12 months).
 - i. Valid Copies of PSIRA Certificate(s) of Directors/Owners registered as grade A/B security officers
 - j. Valid Letter of good standing/ Letter for tender purposes/ Proof of registration Compensation for occupational Injuries Disease Act. (COIDA) not older than 12 months obtainable from Department of Labour);
 - k. Original company resolution on a company letter head authorising a particular person to sign the bid document (even if the company owner is a sole owner, resolution should be completed and signed), the signature of the person authorised or delegated to sign the bid document should also be reflected on the resolution, with all Directors of the Company, Firm or Consortium having signed the resolution. The signatures on the resolution should be original and copies will not be accepted.
- l. The bidder must attach reference letters/testimonials from all corporate or government clients where the bidder has provided guarding services. **Order Numbers issued** will not be excepted. The reference letter must be on the bidders' client letter head and must be duly signed by the client

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who must be at least the level of middle management with office / cell number and e-mail work e-mail address. The reference letter should include the period of **completed** projects totalling 12 months and more. The Department will contact the clients and if found the information is false the service provider will be excluded for the process.

- m. Proof of service providers Control Room: The control room of the service will be visited by appointment to verify PSIRA requirement 3.9.2 above and a report will be submitted to SCM . Non-compliance will result in the exclusion of the service provider.
- n. Attendance of the compulsory briefing session as stipulated. Non-attendance will lead to the bid being automatically disqualified.

All above mandatory requirements to be submitted with the quotation.

5. TERMS AND CONDITIONS

- a. General Contract Conditions (GCC);
- b. Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity;
- c. Authority of Signatory;
- d. SBD 1: Invitation to Bid;
- e. SBD 3.1: Pricing Schedule - Firm Prices (Purchase);
- f. SBD 4: Declaration of Interest;
- g. SBD 6.1: Preference Points Claim Form;

5.1. Bid proposals that meet all the requirements of these special conditions of contract, will be evaluated in accordance with the PPR2022, being regulations formulated under the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

5.2. Bid proposals will be evaluated based on the 80/20 preference points system.

80/20 preference points system

- A maximum of 80 points are awarded for comparative total bid price, specified; and,
- 20 points are awarded in accordance with the tender **Specific Goals**

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

Any enquiries regarding bidding procedures may be directed to the –
 AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
 CAPE TOWN

Query	Name	Contact Details
Technical	Technical Mr Davedan Kuhn	071 6735688 Davedan.kuhn@dalrdd.gov.za
Bid related	Ms Mpho Mudau	021 409 0523 Mpho.Madau@dalrdd.gov.za