



**agriculture, land reform  
& rural development**

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

NORTH-WEST PROVINCIAL SHARED SERVICES CENTRE  
CNR JAMES MOROKA & SEKAME DRIVE, MEGA CITY WEST GALLERY, MMABATHO  
PRIVATE BAG X74, MMABATHO 2735 TEL: (018) 388 7000

**REQUEST FOR QUOTATION**

**RFQ NO: NWPSSC01 (024) 23/24:**

**The Department of Agriculture, Land Reform & Rural Development invites potential Service Providers for Security Services at Portion 1 of the Farm Sunnyside North West Province**

**NB: FAILURE TO FULLY COMPLETE SBD 6.1, ALONG WITH REQUIRED ATTACHMENTS WILL RESULT IN NOT BEING ALLOCATED WITH POINTS FOR SPECIFIC GOALS**

**Technical enquiries:**

**Mr Judah Kubheka**

**Tel: 018 388 7130**

**E-mail: judah.kubheka@dalrrd.gov.za**

**SCM related enquiries:**

**Ms Xoliswa Job**

**Tel: 072 957 7690**

**E-mail: XoliswaJ@dalrrd.gov.za**

**Closing date: 02<sup>nd</sup> August 2023 at 16:30,**

**Quotations along with attachments can be deposited into the Quotation box at:**

**Department of Agriculture Land Reform and Rural Development, Ground Floor,  
West Gallery, Megacity Building, Cnr. Sekame Road & DR. James Moroka  
Drive, Mmabatho, 2735**

**OR**

**E-mailed to quotationsnw@dalrrd.gov.za**

**NB: LATE QUOTATIONS WILL NOT BE ACCEPTED**

**The Department of Agriculture Land Reform and Rural Development reserves the right not to award RFQ.**



**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO  
RENDER SECURITY GUARDING SERVICES TO GUARD THE SUN SIDE FARM,  
WITHIN NGAKA MODIRI MOLEMA DISTRICT IN NORTH WEST PROVINCE**

**1. BACKGROUND**

The Department of Agriculture, Land Reform and Rural Development (DALRRD) has various offices in North West Province. There are also Farmer Production Support Units (FPSU), Special Events and specific farms that require protection and as such the department procures these services.

**2. SCOPE**

- 2.1. The DALRRD requires Security Guarding Services at the Sun side farm within Ngaka Modiri Molema District of North West Province
- 2.2 The appointed service shall be responsible for the protection of personnel and clients, assets, property and information.

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

**NB: Guarding Services; 24 hours per day, 7 days per week, and 365 days per year in all offices.**

**NB: Security officers must be in full company uniform**



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**3. DELIVERABLES**

- 3.1. Security officers grade C with firearm competency x 3 (3 x dayshift; 3 x nightshift)
- 3.2. Firearms x 3 (minimum)
- 3.3. The following must be provided for security purpose:, detection equipment, handheld radios and spare batteries , base radio, flashlights, all security related equipment such as equipment, baton, handcuffs, pocketbook, uniform, and registers
- 3.4. Provision of protection of personnel and clients, assets, property and information.

**4. REPORTING**

- 4.1. The appointed service provider will be required to report and/or attend meeting(s) weekly/ monthly/ quarterly and as and when required.

**5. WORKING SHIFTS, INSPECTIONS AND PATROLS**

- 5.1. Dayshift: 06:00 to 18:00 Monday to Sunday (including Public Holidays)
  - a. 3 x Grade C armed guards
- 5.2. Nightshift: 18:00 to 06:00 Monday to Sunday (including Public Holidays)
  - a. 3 x Grade C armed guards

- 5.3. Guards onsite to thoroughly inspect all registers on a daily basis, and report any irregularities to the security personnel of the DALRRD immediately. Daily inspections will be done and captured as follows:



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5.4. Inspection requirements:

- a. Conducted by a security officer that is on duty for that shift
- b. Required once for day shift and once for nightshift
- c. OB Entry must be in Red and the Keyword must be First Level Inspection.
- d. This inspection shall include and not be limited to security officers, registers and equipment.
- e. A comprehensive OB inspection must be made in this regard.

5.4.2 A full patrol is required for all inspections and the following details of the person doing the inspection must be included in the OB entry:

- a. Initial and Surname
- b. PSIRA number
- c. Signature

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

5.6 It is the responsibility of the appointed service provider to ensure that all posts are manned at all times. A relief schedule for leave, breakfast, lunch, supper, tea and body breaks must be devised by the successful bidder prior to commencement of the detailed Scope of Work, Activity list and Post Procedures.

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

5.8 Should it come to light at any given stage during any type of inspection or coincidence, that a post is unmanned; the DALRRD reserves the right to deny payment as per the penalty clauses for that particular post for that shift.



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

The appointed Service Provider is required to perform the actions identified in the table below within the timeframe specified.

ACTION	COMPLETED BY
Security Registers	Immediate upon commencement of the contract
Incident notification	Immediately (upon discovery)
Incident Summary report	Within 08 hours after the incident have been reported
Preliminary investigation report	Within 3 days after the incident report
Comprehensive investigation report (investigation template will be provided)	Within 10 days after the preliminary investigation report
Detailed duties / site instructions per site to be provided by the service provider	Within the first 7 working days of the contract
Site orientation	Within 10 days after signing the contract
Security Equipment and other security related stationary on site	Immediately upon commencement of the contract
Background checks	Within six weeks upon commencement of the contract



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**7. MANDATORY REQUIREMENTS**

**7.1. TECHNICAL MANDATORY**

- 7.1.1. Valid PSIRA Certificate of the company bidder's (company/close co-operation/sole traders) accreditation and registration by the Private Security Industry Regulatory Authority;
- 7.1.2. Valid Letter of good standing of the company from Private Security Industry Regulatory Authority (PSIRA) (Not older than 12 months)
- 7.1.3. Valid Copies of PSIRA Certificate(s) of Directors/Owners registered as grade A/B security officers
- 7.1.4. The Service Provider must submit the existing cover for Public Liability insurance policy from any registered insurance company or submit documentary proof/ letter of intent/Quotation from registered insurers. The cover should be of the minimum value of R 1 000 000 for the duration of the contract



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## 9. TERMS AND CONDITIONS

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

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

9.3 Any sign, printed matter, painting, nameplate, advertisement, article or object, displayed without written consent, from the Provincial Security Coordinator or which is regarded as objectionable or undesirable, will immediately be removed. The appointed Service Provider shall be held responsible for the costs of such removal.

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

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

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



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**10. CONDUCT OF SECURITY OFFICERS**

- 10.1 Security Officers are prohibited from reading documents or records in offices or unnecessary handling thereof whilst on duty at their respective posts;
- 10.2 Security officials are allowed to be in possession of cell phones but may not be busy on the cell phone whilst at their post. Earphones may not be used while on duty.
- 10.3 Security officials are prohibited from eating at their post.
- 10.4 No information concerning DALRRD activities may be furnished to the public or news media by the service providers and their employees.
- 10.5 Security officers must ensure that customer focus are adhere to at all times.
- 10.6 No deliveries will be received by any Security Officer(s). The necessary arrangements will be must be made with the Departmental Representative during office and after hours should a delivery has to be made.

**11. EQUIPMENT AND TECHNICAL MANDATORIES**

- 11.1 In conjunction with the security facilities, systems and equipment provided by the Department, the appointed Service Providers shall be required to supply, maintain and operate the following security aids at his/her own cost. All security officers must be trained on the relevant equipment.
- 11.2 Detection Equipment- Handheld metal detector(s) and charging equipment shall be provided for operational use at all access control points to ensure that all personnel and visitors are screened to prevent dangerous objects taken onto the premises of the Department.
- 11.3 Handheld Radios and Base Radio- Handheld radios must be supplied and be compatible with the base radio installed at all Sites. All units are to be supplied with two (2) batteries and suitable chargers. Licensing is the responsibility of the Service Provider. Cell phones may never be used as a replacement of base or handheld





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radios unless authorised by DALRRD in certain circumstances e.g. breakdown of transmitter/radio and awaiting installation of new radio etc.

- 11.4 Flashlights and pouch/ring – must be suitable in terms of the site.
- 11.5 Spare batteries for flashlights or charger depending on the type of flashlight issued
- 11.6 Baton and baton ring;
- 11.7 Handcuffs with key and spare key;
- 11.8 Pocketbook and replacement available within 1 shift;

## 12. PROTECTION OF DEPARTMENTAL ASSETS

The appointed service provider must ensure compliance with the following:

- 12.1 No state property and/or information may be removed from a DALRRD Site without proper authorization documents issued and signed by a person designated by DALRRD management on the premises for this purpose. Specifics regarding approval documents will be provided during the induction of security officers.
- 12.2 No state vehicle may be removed from a DALRRD Site without a completed and approved trip authorization issued by a person authorized by the DALRRD. An approved original trip authorization must be requested from the authorized driver. All state vehicles must be subjected to physical searches and inspections when departing and returning to the site. Any damages noticed must be immediately reported to the relevant DALRRD manager or the Provincial Coordinator.
- 12.3 **NB:** No employee of the appointed service provider is allowed to utilise any state vehicle or vehicle hired by the state for any reason what so ever. Failure to comply with this requirement will result in penalties to be issued.
- 12.4 All DALRRD Sites are declared gun free zones. The owner of the firearm(s) must be referred to the nearest South African Police Service (SAPS) station for safe storage.
- 12.5 All Prohibited items must be recorded in a register.

## 13. SECURITY REGISTERS



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13.1 The Service Provider will be responsible for providing all security registers with their company logo, required for the execution of this tender. registers; should be capable of automatic duplication and issuing of receipts. Only self-carbonated paper must be used in registers. DALRRD will advise on the registers required for the site. These include but not limited to:

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

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

**14. ACCESS CONTROL**

14.1 The guarding services shall be responsible for protection of personnel, assets, property, farms and information by executing access control twenty-four (24) hours a day, 7 days a week and 365 days a year in compliance with the Control of Access to Public Premises and Vehicles Act, 53 of 1985.

14.2 The guarding services shall be responsible *inter alia* for the following duties:

- a) Guarding services;
- b) Access control;



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- c) Escorts;
- d) Conduct physical indoor and outdoor security patrols on **an hourly** basis to ensure the prevention of unauthorized entry, trespass, intrusion and acts of vandalism etc.
- e) Prevent abuse of facilities at the DALRRD premises by employees (including visitors).
- f) 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.
- g) Provide effective security during periods of unrest, striking, disaster or any incidents of similar nature
- h) Keep track and ensure that all visitor cards/slips are accounted for at the end of each shift. Should there be any visitor cards/slips that are not returned at the end of each working day, the appointed service providers' Security Supervisor shall provide a written report indicating reasons for visitor's card/slip not been accounted for.

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

- a. All Pedestrian and vehicle entrances;
- b. The reception and/or foyer areas at all sites where public and employees enter;
- c. All parking areas; and
- d. Inside and outside patrols of the DALRRD premises including perimeter walls or fence.

14.4 The following facilities, systems and equipment where installed shall be manned by the appointed Service Provider's personnel shall ensure that the security officials are competent in the following systems and equipment:

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



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- b. Access Control to premises/offices - once inside the reception area, access control shall be conducted by means of card/biometric readers and/or other of access control measures where applicable;
- c. Intruder Alarm System - where applicable;
- d. Comprehensive Surveillance System - To monitor the premises; where applicable;
- e. Fire Detection and Control Systems where applicable;

### **15. PRELIMINARY INVESTIGATIONS AND INCIDENT REPORTING**

All security related and Occupational and Health incidents must be reported and the following investigation reports submitted:

- 15.1 Immediate notification of the event must be communicated electronically
- 15.2 A written Incident Summary Report summarizing the event must be submitted within 8 hours after the incident. A register capable of producing duplicate reports has been designed for this purpose
- 15.3 A Preliminary Investigation Report must thereafter be submitted within 3 days. (Investigation report template will be discussed with the appointed service provider).
- 15.4 A Comprehensive Investigation Report must thereafter be submitted within 10 days. This report must be compliant with the rules of evidence as laid out in the Criminal Procedure Act 51 of 1977.
- 15.5 The service provider is responsible for reporting criminal cases to SAPS on behalf of DALRRD where necessary.

### **16. LABOUR UNREST INCIDENTS**

- 16.1 The appointed service provider shall prepare a Labour unrest Plan prior to the contract starting with clear details of actions to be taken, time frames, total security officers, procedures regarding striking employees etc.
- 16.2 The appointed Service Provider must implement the Labour unrest Plan to ensure continuation of the Security Services during all labour unrest incidents, civilian disorder, a local or a national disaster or any other cause;



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- 16.3 In the event of strike action/ unrest being embarked upon by the security officers of the Service Provider, the Service Provider shall immediately advise the DALRRD of the strike action;
- 16.4 The security officers of the appointed Service Provider shall not be allowed onto the Sites of the DALRRD for any purpose other than the rendering of security services in terms of contract;
- 16.5 The appointed Service Provider shall be responsible for the removal of any of its employees from the Sites of the DALRRD, and the costs thereof;
- 16.6 The appointed Service Provider shall immediately replace any striking security officers with suitably qualified security officials so that the operations of the DALRRD are not disrupted in anyway;
- 16.7 Any additional costs that arise as a result of the aforementioned replacement labour shall be for the account of the Service Provider;
- 16.8 Failure to comply with this provision shall constitute a material breach and the DALRRD shall be entitled to terminate contract with immediate effect;
- 16.9 In the event of the department incurring any losses or damages as a result of the strike/unrest, the appointed Service Provider shall be liable for the payment of the aforementioned losses and or damages.

**17. LIABILITY**

- 17.1 The appointed Service Provider will be liable for all damage or loss suffered by the DALRRD as a result of the appointed Service Provider's own or his/her security officers negligence or intent, in the execution of the contract;
- 17.2 The DALRRD will not be liable for any loss or damage of whatsoever nature suffered by the appointed Service Provider and/or the Service provider's security officers or contractors; in the execution of this contract.
- 17.3 The DALRRD and its employees are indemnified and held unaccountable by the appointed Service Provider against all loss or damages of whatsoever nature and whosoever arising.



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**18. BREACHES AND PENALTIES**

- 18.1 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;
- 18.2 Security officers shall be required to render the services as required by the DALRRD. Should it at any time during the term of this contract be determined that security personnel of a lower grade or with inadequate training or no training at all were provided, all overpayments made to the appointed Service Provider shall forthwith be recovered from the time the lower grade or untrained security personnel was/were deployed it will be regarded as material breach of the contract which could lead to the termination of the contract.
- 18.3 The DALRRD will also be entitled to set any payments made or to be made in respect of such security officials off against any payment due to the appointed Service Provider;
- 18.4 In the event of service provider is not adhering to the Post procedures, Terms of Reference the following penalties will apply.

ITEM	PENALTY
Damage and or loss to departmental property or assets either by criminal elements, whether wilfully or by negligence	Actual cost of loss suffered. This claim must be accompanied by a departmental legal opinion
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 Comprehensive Investigation Report within 10 days.	
Incomplete or incorrect uniform or part thereof (this include male guards faces not being shaven	R 1000 per shift, per security official



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and/or untidy, unkempt hair)	
Use of official state vehicle for any reason whatsoever	R10 000
Absence of or incorrect Pocket book	R 200 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	
Absence of or defective Base radio (including problems related to aerials)	R 1000 per shift, per site
Absence of or defective Hand radio (including depleted/defective batteries)	R 1000 per shift, per security official
Security register (absence of or incorrectly completed)	Full shift payment (hourly rate x 12)
Gender posting insufficient or imbalance	
Desertion of post	
Misrepresentation of information	
Misconduct (any offence contained in the service providers or PSIRA code of conduct)	
Sleeping on duty	
Failure to conduct any of the required 1 <sup>st</sup> level and/or 2 <sup>nd</sup> level inspections (1 penalty per inspection not conducted)	
Posted officers without the knowledge of the departmental representative	
Posted officers who are not inducted by the department	
Defective equipment	
Absence of required equipment	
Officers working long hours without a relieve i.e 16 hours and more	
Derelection of duty	
Making use of a cell phone whilst on duty	
Security officials found reading Newspaper or other non-work related documents on duty	



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Eating on duty (at post)	

**19. ENQUIRIES**

Below is the contact detail for all Technical enquiries. Electronic communication will be preferred.

QUERY	PROVINCE	NAME	CONTACT DETAILS
Technical	North West	Judah Kubheka	(018) 3887130 07149 17 <a href="mailto:Juda.kubheka@dalrrd.gov.za">Juda.kubheka@dalrrd.gov.za</a>

These terms of reference have been compiled by:



**MR JJ KUBHEKA**

**PROVINCIAL SECURITY COORDINATOR -**

**DATE:** 4/03/2023





**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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

**80/20**

**or**

**90/10**

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

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

### 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:

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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:** .....

.....

.....

.....

## 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 interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> 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

<sup>2</sup> 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