

5/2/2/1- DALRRD 0025(2021/2022)

APPOINTMENT OF SERVICE PROVIDER TO RENDER SECURITY AND SPECIAL SECURITY SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) – IN REGION 1 FOR VARIOUS OFFICES FOR A PERIOD NOT EXCEEDING 30 NOVEMBER 2022.

NB: THE WILL BE A NON-COMPULSORY VIRTUAL BRIEFING SESSION.

DATE: 07 SEPTEMBER 2021

TIME: 10:00

Link:https://teams.microsoft.com/meetingOptions/?organizerId=6d66e566-e0db-418e-b62c-d29eccc988ce&tenantId=1f792a35-02a7-4e3e-9e7a-ff40ae390cb6&threadId=19_meeting_NTFiZDQ1ZTAtZTUzYi00N2EyLTg5ZjEtZmRlZDY5YWFlOTe0@thead.v2&messageId=0&language=en-US

CLOSING DATE: 23 SEPTEMBER 2021 @ 11:00

TECHNICAL ENQUIRIES : Mr AC Ferreira; Mr D Kgomo; Mr J Ntimane
TEL : (012) 312 9150/ (012) 319 7037/ (021) 809 1731
EMAIL :Adrian.ferreira@dalrrd.gov.za/ kganetjik@dalrrd.gov.za /
Jamesn@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Abie Olyn/Mr P Makhado/ Mr C Mahlase / Ms K Modise
TEL : (012) 312 8359/9786/9518/8711
EMAIL: CliffordM@dalrrd.gov.za/ abie.olin@dalrrd.gov.za /
pfarelo.makhado@dalrrd.gov.za

TECHNICAL PROPOSAL-PART 1 OF 2

LA 1.1



agriculture, land reform & rural development

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

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Pfarelo Makhado: **Tel:** (012) 312 9518

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

BID NUMBER: 5/2/2/1- DALRRD 0025 (2021/2022)

CLOSING TIME: 11H00

CLOSING DATE: 23 SEPTEMBER 2021

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 2, SBD 3.3, SBD4, SBD 5, SBD6.1, SBD 8, SBD9 , Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 31 August 2021

MAP TO BIDDER BOX (B BOX)

5/2/21- DALRRD 0025 (2021/2022) CLOSING DATE: 23 SEPTEMBER 2021 @ 11:00

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.

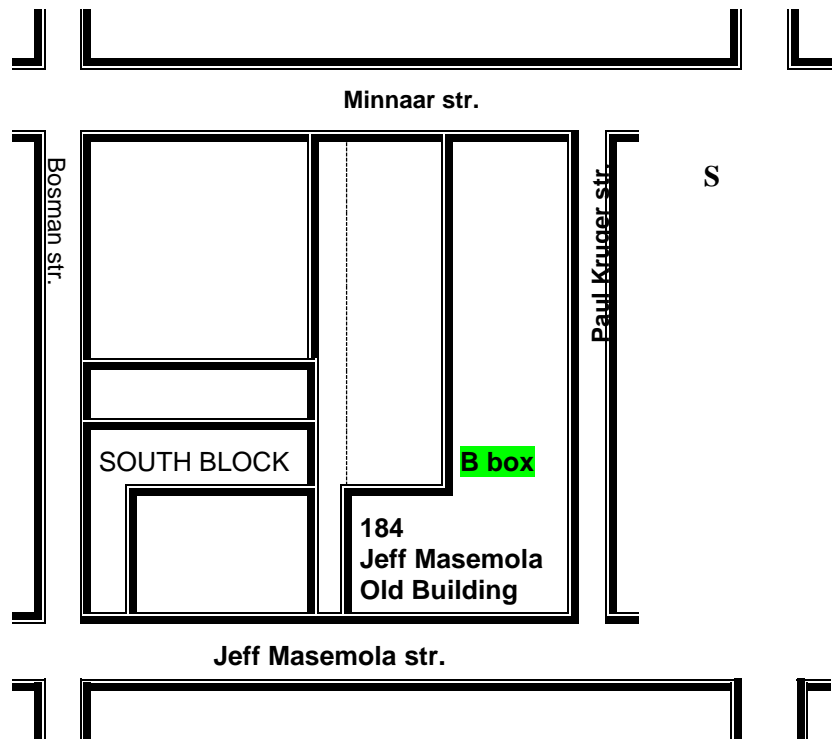
THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

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
Acquisition Management
(BIDS)
THE OLD BUILDING 184
JEFF MASEMOLA STREET, PRETORIA,
0001**

**THE BID BOX OF THE OFFICE OF THE
DEPARTMENT OF AGRICULTURE, LAND
REFORM AND RURAL DEVELOPMENT IS
OPEN 24 HOURS A DAY, 7 DAYS A
WEEK. THE BID BOX WILL BE CLOSED
AT 11H00 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

Annexure A

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 THE (RURAL DEVELOPMENT AND LAND REFORM)					
BID NUMBER:	5/2/2/1- DALRRD 0025(2021/2022)		CLOSING DATE:	23 SEPTEMBER 2021	CLOSING TIME: 11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO RENDER SECURITY AND SPECIAL SECURITY SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) – IN REGION 1 FOR VARIOUS OFFICES FOR A PERIOD NOT EXCEEDING 30 NOVEMBER 2022.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
184 JEFF MASEMOLA STREET					
PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms K Modise/ Mr. Abie Olyn/Mr P Makhado		CONTACT PERSON	Mr C Ferreira/ Mr D Kgomo/ or Mr J Ntimane	
TELEPHONE NUMBER	(012) 312 9786/9518/8359/8711		TELEPHONE NUMBER	(012) 312 9150/ (012)319 7037/ (021) 809 1731	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Kedumetse.Modise@dalrrd.gov.za abie.olyn@dalrrd.gov.za /Pfarelo.makhado@dalrrd.gov.za		E-MAIL ADDRESS	Adriann.Ferreira@dalrrd.gov.za or Kganetjik@dalrrd.gov.za / Jamesn@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:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		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					

PART B TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

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

DATE:

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

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

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

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

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

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

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

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

AUTHORITY OF SIGNATORY

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

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

MABEL HOUSE (Pty) Ltd

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

MR A.F JONES

has been duly authorised to sign all documents in connection with

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

on behalf of Mabel House (Pty) Ltd.

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

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

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

As witnesses:

1.

2.

Signature of person authorised to sign the tender:

Date:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no					Company/Close Corp. registered no						
Income Tax ref no					PAYE ref no	7					
VAT registration no	4				SDL ref no	L					
Customs code					UIF ref no	U					
Telephone no	CODE		NUMBER		Fax no	CODE		NUMBER			
E-mail address											
Physical address											
Postal address											

Particulars of representative (Public Officer/Trustee/Partner)

Surname											
First names											
ID/Passport no					Income Tax ref no						
Telephone no	CODE		NUMBER		Fax no	CODE		NUMBER			
E-mail address											
Physical address											

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

- -

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....

.....

2.10 Are you, or any person connected with the bidder, YES/NO
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

SUPPLIER MAINTENANCE:

BAS PMIS LOGIS WCS CONTRACTOR
 CONSULTANT

OFFICE:

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	_____
Tel. No.:	_____

The Director General : I DEPT OF RURAL DEVELOPMENT AND LAND REFORM

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
First Name:	_____
Surname:	_____
Postal and Street Address Detail of the Company / Individual	
Postal Address	_____
Street Address	_____
Postal Code	<input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/>
New Detail	
<input type="checkbox"/> New Supplier information <input type="checkbox"/> Update Supplier information	
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other (Specify)
Department Number	<input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/>

Supplier Account Details

This field is compulsory and should be completed by a bank official from the relevant bank

Account Name

Account Number
 Branch Name
 Branch Number

Account Type Cheque Account
 Savings Account
 Transmission Account
 Bond Account
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number

*CC Registration

***Please include CC/CK where applicable**

Practise Number

Bank stamp
 It is hereby confirmed that this details have been verified
 against the following screens
ABSA-CIF screen
FNB- Hogans system on the CIS4/CUPR
STD Bank-Look-up-screen
Nedbank- Banking Platform under the Client Details Tab

Contact Details

Business	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Area Code	Telephone Number	Extension
Home	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Area Code	Telephone Number	Extension
Fax	<input type="text"/>	<input type="text"/>	
	Area Code	Fax Number	
Cell	<input type="text"/>	<input type="text"/>	
	Cell Code	Cell Number	
Email Address	<input type="text"/>		
Contact Person:	<input type="text"/>		

<input type="text"/>	<input type="text"/>
Supplier Signature	Departmental Official
<input type="text"/>	<input type="text"/>
Print Name	Print Name
<input type="text"/>	<input type="text"/>
<input type="text"/>	Rank
<input type="text"/>	<input type="text"/>

**Adress of Rural Development and Land Reform
 Office where form is submitted from**

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

NB: All relevant fields must be completed

OFFICE OF THE DIRECTORATE: PHYSICAL SECURITY AND SPECIAL EVENTS
 184 Jeff Masemola Street, Pretoria, 0001
 Private Bag X833, Pretoria, 0001 Tel: 012 312 9150, Fax: 012 326 6953
 Email: Adrian.Ferreira@dalrrd.gov.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO RENDER SECURITY AND SPECIAL SECURITY SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) – IN REGION 1 FOR VARIOUS OFFICES FOR A PERIOD NOT EXCEEDING 30 NOVEMBER 2022

1. BACKGROUND

The Department of Agriculture, Land Reform and Rural Development (DALRRD) has various offices and state farms/land in Gauteng, North West, Limpopo and Mpumalanga provinces which require security services, referred to as Region 1.

2. SCOPE

2.1 The DALRRD requires the Security Services at the following offices in Region 1:

REGION 1	TOTAL OFFICES	PHYSICAL OFFICE ADDRESS
Gauteng	2	140 Hamilton Street, Arcadia, Pretoria 141 Creswell Road, Weavind Park, Arc Building, Silverton, Pretoria
North West	1	Plot 37, Old Pretoria Road Buffelspoort
Limpopo	1	78 Hans van Rensburg, Polokwane
Mpumalanga	1	27 Brown Street, Nelspruit
TOTAL FOR REGION 1	5	

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 (refer to paragraph 11)

- 2.2 The appointed service provider must have an established security Control Room in National or Provincial to support the operations and services **(refer to paragraph 21)**.
- 2.3 As an additional service the appointed service provider will be required to provide guarding services at farms/projects and other property, as and when the need arises **(Refer to paragraph 16)**.
- 2.4 The appointed service provider shall be responsible for the protection of personnel and clients, assets, property and information of the department **(Refer to paragraph 15)**.

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.

3. DELIVERABLES

- 3.1 Security officers grade C (unarmed) as per pricing schedule.
- 3.2 Security officers grade C (armed where required with firearm competency certificate) as per pricing schedule.
- 3.3 Security supervisors grade B as listed per pricing schedule where required.
- 3.4 A full functional control room, active and in operation (at National or Provincial).
- 3.5 The following must be provided for security purpose: Vehicles, firearms and firearm competency certificates, 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.
- 3.6 Provision of protection of personnel and clients, assets, property and information of the department
- 3.7 The service provider must be able to demonstrate National footprint ability.

4. QUARTERLY AND MONTHLY REPORTING

- 4.1 The appointed Service Provider must conduct **quarterly security risk evaluations/assessments (TRA)** of all sites in his/her area of responsibility.
- 4.2 The appointed service provider will be required (physical or virtual meetings) to report and/or attend meeting(s) bi-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) Grade B sites/shift supervisors
- b) Grade C security (access) control officials
- c) Minimum of Grade B Off site inspectors/supervisor (roving supervisor – second level inspection)

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

- a. Grade B site/shift supervisors
- b. Grade C security (access) control officials
- c. Minimum of Grade B Off site inspectors/supervisor (roving supervisor – second level inspection)

5.3 Security supervisors' 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:

5.4 1st Level Inspection:

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

5.4.2 2nd level Inspection

- a. Conducted by an offsite Inspector.
- b. Required once per shift at all offices (day and night shift).
- c. OB Entry must be in Red and the Keyword must be Second Level Inspection.
- d. This inspection shall include and not be limited to security officers, registers and equipment. A comprehensive OB inspection entry must be made in this regard.

5.4.3 A full patrol is required for all inspections (1st and 2nd Level) 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 always manned. 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 impose penalties as per the penalty clauses for that particular post for that shift.
- 5.9 Offsite Inspectors (Roaming Supervisors) must be appointed by the service provide at their own cost and will be responsible for the following;
- 5.10 Duties and equipment needed at offices.
- Conduct 2nd level inspections at sites once per shift. Where applicable a patrol should also be conducted.
 - Conduct high level site inspections and address human resource and finance matters which include the recruitment of new personnel.
 - Address all irregularities on site and provide clear solutions.
 - The appointed inspector should have problem solving skills and conflict resolution abilities.
 - Elevate all incident not addressed with to the Provincial Control Room of the Service Provider.
 - Must be dressed in uniform.
 - Must be issued with a vehicle with a two-way radio.

- Cell phone or cell phone allowance to be provided.
- PSIRA registration of at least Grade B.

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 (template will be provided by the department)	Within 08 - 12 hours after the incident have been reported
Preliminary investigation report	Within 3 – 5 days after the incident report
Comprehensive investigation report (investigation template will be provided)	Within 10 - 14 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
In Services Training plan for Security Officers including the training of an Emergency Controller/Departmental Manager/Representative	Within the first 1 st month of the contract and the service providers skills development matrix to be provided
Reaction Units and contingency plans for emergency situations i.e. riots, strikes, Crowd management plan etc.	Within 07 working of the contract. Biannual review
The Service Provider must conduct quarterly premises/site(s) risk evaluations. It is therefore imperative that the Service Provider has suitable staffs that are able to perform such an evaluation	Within the 2 nd month of the contract and thereafter on a quarterly basis
Site orientation (Managers and Supervisors)	Within 10 days after signing the contract

Competency testing interview and induction of potential guards by appointed Service Provider	Prior to commencement of contract and prior to posting during duration of 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
Procure and install guard patrols systems	Within 1 month upon commencement of the contract

7. REQUIREMENTS

- 7.1 Provide curriculum vitae and certificate for security manager/operational manager with the following minimum requirements: PSIRA Grade A/B 5-10 years' experience;
- 7.2 Regional footprint - the appointed service provider must be able to demonstrate his ability, capacity of resources to perform the work in the region bid for.
- 7.3 Appointed service provider must provide reference letters/testimonials/appointment letters under the client-company letterhead for each of the projects rendered;
- 7.4 Implementation plan with service deliverables and time frames. Project plan indicating tasks to be undertaken.

8. MANDATORY REQUIREMENTS

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

- 8.1.1 Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- 8.1.2 A resolution authorizing a particular person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letter head).
- 8.1.3 Fully completed SBD 3.3 – pricing schedule **ANNEXURE A**

- 8.1.4 Valid PSIRA Certificate of the company bidder's (company/close co-operation/sole traders) accreditation and registration by the Private Security Industry Regulatory Authority;
- 8.1.5 Company must submit a valid firearm competency certificate from SAPS designated firearms Office.
- 8.1.6 Valid Letter of good standing of the company from Private Security Industry Regulatory Authority (PSIRA) (Not older than 6 months)
- 8.1.7 Valid Copies of PSIRA Certificate(s) of Directors/Owners registered as grade A/B security officers
- 8.1.8 Valid Letter of good standing/Letter for tender purposes/Proof of registration Compensation for occupational Injuries Disease Act. (COIDA) not older than 6 months obtainable from Department of Labour);
- 8.1.9 Valid Unemployment Insurance Fund (U.I.F.) Letter of good standing or Letter for tender purposes or Proof of registration not older than 6 months.
- 8.1.10 Private Security Sector Provident Fund (PSSPF). Letter of good standing or Letter for tender purposes or Proof of registration from an accredited institution in the country not older than 6 months.
- 8.1.11 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.

9 PRICING SCHEDULE

- 9.1 Pricing schedule must be in rand monetary value (**See Annexure A**).
- 9.2 The service provider will provide the rates for the project (Grade C and B guards) will be used when required for special events and farms/properties.
- 9.3 The department will only consider and or apply the annual PSIRA increase rates from the department of Labour when gazetted.

10 EVALUATION CRITERIA

This bid shall be evaluated in three stages. On first stage bids will be evaluated on functionality and on second stage evaluation is a site inspection/control room and the third stage accordance with 80/20 preference points system as stipulated below.

10.1 First Stage -Evaluation of Functionality

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

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

EVALUATION CRITERIA	APPLICATION	WEIGHTS
<p>Ability & Capability</p> <ul style="list-style-type: none"> • Experience • Competency • Track record 	<p>Security manager with PSIRA Grade A/B and a minimum 5 years' experience as a security manager on total security management operations NB: please attach personnel CVs entailing skills (interpersonal, writing and verbal)</p> <ul style="list-style-type: none"> ❖ <i>No certificate (PSIRA Grade A/B) with or without experience as a security manager on total security management operations. – Poor (1)</i> ❖ <i>certificate (PSIRA Grade A/B) with less than 3 years' experience - Average (2)</i> ❖ <i>certificate (PSIRA Grade A/B) with 5 years' experience as a security manager on total security management operations - Good (3)</i> ❖ <i>certificate (PSIRA Grade A/B) with 6 years' experience as a security manager on total security management operations - Very good (4)</i> ❖ <i>certificate (PSIRA Grade A/B) with more than 10 years' experience as a security manager on total security management operations – Excellent (5)</i> 	20
	<p>Security operations/site manager with PSIRA Grade A/B and a minimum of 3 years' experience as a security operations manager specifically managing guarding operations NB: please attach personnel CVs entailing skills (interpersonal, writing and verbal)</p> <ul style="list-style-type: none"> ❖ <i>No certificate (PSIRA Grade A/B) with or without experience as a security operations manager specifically managing guarding</i> 	20

	<p>operations. – Poor (1)</p> <ul style="list-style-type: none"> ❖ certificate (PSIRA Grade A/B) with less than 3 years' experience as a security operations manager specifically managing guarding operations - Average (2) ❖ certificate (PSIRA Grade A/B) with 3 years' experience as a security operations manager specifically managing guarding operations - Good (3) ❖ certificate (PSIRA Grade A/B) with 4 years' experience as a security operations manager specifically managing guarding operations – Very Good (4) ❖ certificate (PSIRA Grade A/B) with more than 5 years' experience as a security operations manager specifically managing guarding operations – Excellent (5) 	
	<p>National footprint – the appointed service provider must be able to demonstrate his ability, capacity of resources to perform the work in the regions bid for</p> <ul style="list-style-type: none"> ❖ No footprint (no control room, no operational management, no operational personnel, no operational resources)– Poor (1) ❖ Partial footprint (control room not functional, no operational management, no operational personnel, no operational resources – average (2) ❖ Comprehensive footprint (control room, operational management, operational personnel, operational resources - Good (3) ❖ Regional footprint (fully fledged control room, operational management, operational personnel, operational resources) – Very Good (4) ❖ National footprint (fully fledged control room, operational management, operational personnel, operational resources in all provinces) – Excellent (5) 	10
	<p>Company experience, capability and ability in guarding services.</p> <ol style="list-style-type: none"> I. The bidder must have at least 3-5 years proven experience in guarding services. II. The bidder should have successfully completed 3 or more projects in the guarding services. All successfully completed projects must add up to minimum 36 months. <p>NB: The bidder must attach reference</p>	20

	<p>letters/testimonials from all corporate or government clients where the bidder has provided guarding services as per point (ii) above. The reference letter must be on the bidders' client letter head and must be duly signed by the client. The reference letter should include both value and duration of completed projects.</p> <p>Poor (score 1) - Criteria requirements are not met. None of above (i) and (ii) criteria requirements is not met.</p> <p>Average (score 2) – Criteria requirements are inadequately met. One of above (i) and (ii) criteria requirements is not met.</p> <p>Good (score 3) - Meet all criteria requirements. Both above (i) and (ii) criteria requirements are met.</p> <p>Very Good (score 4) - Meet all criteria requirements. Both above (i) and (ii) criteria requirements are met with more than 36 months completed projects experience.</p> <p>Excellent (score 5) - Exceed criteria requirement significantly Both above (i) and (ii) criteria requirements are met and exceeded more than 5 years guarding service experience</p>	
METHODOLOGY	<p>Proposed approach and methodology (the bidders shall attach a detailed preliminary program/project plan reflecting the proposed sequence and timeframe. And the methodology that will be applied for execution of the various activities as per the scope of work.)</p> <ul style="list-style-type: none"> ❖ Methodology and proposed plan <u>do not outline</u> the requirements as specified in the ToR – Poor (1) ❖ Methodology and proposed plan <u>inadequately</u> and poorly addressed the requirements in the ToR - Average (2) ❖ Methodology and proposed plan <u>adequately address</u> most of the requirements in the ToR - Good (3) ❖ Methodology and proposed plan <u>specify</u> the manner in which the project will be delivered and indicate additional value adds– Very good (4) ❖ Methodology and proposed plan <u>exceptionally specify</u> the manner in which the project will be delivered and indicate additional value adds– Excellent (5) 	30
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

The Bids that fail to achieve a minimum of **60** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on second and third stages **(Site Inspection)**.

10.2 Second stage Evaluation: Site Inspection

The evaluation of the site inspection will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

The applicable values that will be utilized when scoring each criteria ranges from 1 being poor, 3 good and 5 excellent.

Evaluation criteria	Application	Weight
1. Company office	Communication systems: i. Landline / cell phone ii. printers and copiers iii. Internet access iv. Base radio v. Radio licence ➤ <i>Not all communication systems available but not functioning - Poor (1)</i> ➤ <i>Critical communication systems available and in working condition (i, iii, iv,v) - good (3)</i> ➤ <i>All communication systems available and fully functioning and additional communication systems available– excellent (5)</i>	25
	Administrative personnel and operational staff: i. Control room operators and/or radio operators ii. HR and finance staff with relevant management of information (i.e. employee files and/or financial	25

	<p>documentations)</p> <ul style="list-style-type: none"> ➤ <i>Criteria requirements are inadequately met. One of above (i) and (ii) criteria requirements is not met – Poor (1)</i> ➤ <i>Control room with operators, and with HR and Finance management with complete information in files - Good (3)</i> ➤ <i>Control room with operators, and with HR and Finance management with relevant complete updated information in files with effective filling systems – Excellent (5)</i> 	
	<p>Full company Uniform;</p> <ol style="list-style-type: none"> i. Corporate with company logo ii. Combat with company logo (i.e. female and male) <ul style="list-style-type: none"> ➤ <i>Incomplete uniform. Criteria requirements are inadequately met. One of above (i) and (ii) criteria requirements is not met - Poor (1)</i> ➤ <i>Full company Uniform; corporate and combat – Good (3)</i> ➤ <i>Full company Uniform; corporate and combat with company logo (i.e. female and male) –Excellent (5)</i> 	15
Firearms	<p>Firearms:</p> <ol style="list-style-type: none"> i. Licences certificate with SAPS and Valid Competency certificates ii. Strong room/Gun safe as per SAPS regulations iii. Firearm issuing registers <ul style="list-style-type: none"> ➤ <i>No firearms. Criteria requirements are inadequately met. One of above (i), (ii) or (iii) criteria requirements is not met - Poor (1)</i> ➤ <i>Full compliant Licences and competency certificates, safe/strong room, firearm issuing registers - Good (3)</i> ➤ <i>Full compliant with Firearms Act. Licences/registration with SAPS, safe/strong room/competency certificates, firearm issuing registers, regular training – Excellent (5)</i> 	20

Fleet	Branded Vehicles registered on the company name/ owner(s) with Certificate of Roadworthiness <ul style="list-style-type: none"> ➤ <i>branded vehicle not registered on company or owner(s) name – poor (1)</i> ➤ <i>branded vehicle registered on company or owner(s) name - good (3)</i> ➤ <i>branded vehicle registered on company or owner(s) name with Certificate of Roadworthiness – excellent (5)</i> 	15
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

The Bids that fail to achieve a minimum of **70** points out of 100 points for site inspection will be disqualified. This means that such bids will not be evaluated on third stage (Price and Preference Points System).

10.3 Third Stage-Evaluation in terms of 80/20 Preference Points System

Only bids that achieve the minimum qualifying score for second stage evaluation will be evaluated further in accordance with the 80/20 preference points system.

10.4 Calculation of points for price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Service providers that quoted higher prices will score lower points for price on a pro-rata basis.

10.5 Calculation of points for B-BBEE status level of contribution

Points will be awarded to a service provider for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof.

In order to claim the B-BBEE points in accordance with the above table of B-BBEE Status Level of Contributor, Bidders must submit any of the following proof of B-BBEE Status Level Verification Contributor;

- B-BBEE Status level certificate issued by an authorized body or person;
- A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- Any other requirement prescribed in terms of the B-BBEE Act;

Bidders who do not submit B-BBEE Status level verification certificates or are non-compliant contributors to B-BBEE, do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. They will score points out of 80 for price only zero (0) points out 20 for B-BBEE.

A trust, consortium or joint venture will qualify for points for the B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated BBEE scorecard is prepared for every separate bid.

Any bid that is qualified by the bidder's own conditions will automatically be disqualified

11 TERMS AND CONDITIONS

11.1 An in-service Training Plan must be developed by the appointed service provider and all security officers must undergo awareness (training) as per training plan provided.

11.2 An annual Uniform issuing schedule must accompany all bids. Uniforms to be reissued every twelve months. The appointed service provider must make provision for uniform to be re- issued immediately if the need arises (wear and tear). This includes providing suitable uniform for pregnant guards.

- 11.3 The appointed service provider must ensure that all security officers that have passed the recruitment criteria should undergo induction of the site.
- 11.4 Manage all incidents that may require the intervention of other law enforcement agencies until the arrival of the proper authorities.
- 11.5 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.
- 11.6 If it is found during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the DALRRD reserves the right to take the necessary action as deemed fit, including but not limited to the institution of criminal procedures.
- 11.7 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 Departmental 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.
- 11.8 Any sign, printed matter, painting, nameplate, advertisement, article or object, displayed without written consent, **from Department Security Services** 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.
- 11.9 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.
- 11.10 Complete and proper universal uniforms should be provided to all security officials and they must be specific for the relevant seasons. Uniforms must:
- a) Be neat and matching (photo/sample to be provided),
 - 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.

11.11 The DALRRD may move an office to other sites or acquire new office space within the timeframe of this tender in which case the DALRRD will give timeous notice to the Service Provider (SP) in this regard.

11.12 The DALRRD also reserve a right to increase and/ or decrease equipment's and/ or the number/ quantity of Security Officer(s) and/or transfer/move the service required in the relevant area.

11.13 The DALRRD intends to appoint a Security Service Provider (SSP) per Region, if an SSP intends to submit a bid for more than one Region must demonstrate availability of resources i.e. different management teams per Region, physical resources, offices and control room capacity. Demonstrate the physical presence in the Region intended to bid for i.e. lease agreement, municipal account (utility bills) as proof of footprint.

12 CONDUCT OF SECURITY OFFICERS

12.1 Security Officers are prohibited from reading documents or records in offices or unnecessary handling thereof;

12.2 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.

12.3 Security officials are prohibited from eating at their post.

12.4 No information concerning DALRRD activities may be furnished to the public or news media by the service providers and their employees.

12.5 Security officers must ensure that customer focus is adhere to at all times.

12.6 No deliveries will be received by any Security Officer(s). The necessary arrangements must be made with the Departmental Representative during office and after hours should a delivery have to be made.

13 EQUIPMENT AND TECHNICAL MANDATORIES

13.1 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.

- 13.2 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.
- 13.3 Handheld Radios and Base Radio 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 radios unless authorised by DALRRD in certain circumstances e.g. breakdown of transmitter/radio and awaiting installation of new radio etc.
- 13.4 Flashlights and pouch/ring – one flashlight per security official;
- 13.5 Spare batteries for flashlights or charger depending on the type of flashlight issued;
- 13.6 Baton and baton ring;
- 13.7 Handcuffs with key and spare key;
- 13.8 Pocketbook and replacement available within 1 shift;
- 13.9 Whistle;
- 13.10 Occurrence Book (and always have a new book on standby);
- 13.11 Black and Red pens;
- 13.12 30cm Ruler.

14 PROTECTION OF DEPARTMENTAL ASSETS

The appointed service provider must ensure compliance with the following:

- 14.1 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.
- 14.2 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 Security Coordinator.

- 14.3 **NB:** No employee of the appointed service provider is allowed to utilise any state vehicle or vehicle hired by the state for any reason whatsoever. Failure to comply with this requirement will result in penalties to be issued.
- 14.4 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.
- 14.5 All Prohibited items must be recorded in a register.

15 GUARDING SERVICES AT FARMS AND OTHER PROPERTY (ADDITIONAL SERVICE) AS AND WHEN REQUIRED

- 15.1 The DALRRD may require the following additional guarding service to be provided by the appointed service provider:
 - a) Access control at the property in terms of the Control of Access to Public Premises and Vehicle Act and all strategic sites which will be determined by the DALRRD;
 - b) Identification of all risks on the property and reporting of such to the project manager which will be appointed for the event by the DALRRD;
 - c) Conducting of patrols on the property;
 - d) Prepare a site instruction plan for the deployment;
 - e) Provide a vehicle, quad bike, dogs armed security guard(s) or other equipment/resources as per the need arise;
 - f) Radio communication to the property or cell phone communication;
 - g) Provide a temporary guard house(s) or toilets onsite where necessary. May include the provision of water and/or electricity/generator;
 - h) Farm/property needs to be inspected at least once a week by an operational manager of the appointed service provider.

16 SECURITY REGISTERS

- 16.1 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. 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.

16.2 The registers must be designed in conjunction with DALRRD staff and be approved by D: Physical Security prior to the commencement of any security services at any office. The appointed service provider should supply stationary to the security officers. The DALRRD will provide a template of the required registers where applicable.

16.3 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.

17 ACCESS CONTROL

17.1 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.

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

17.2.1 Guarding services;

17.2.2 Access control;

17.2.3 Escorts;

- 17.2.4 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;
- 17.2.5 Prevent abuse of facilities at the DALRRD premises by employees (including visitors);
- 17.2.6 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;
- 17.2.7 Provide effective security during periods of unrest, striking, disaster or any incidents of similar nature;
- 17.2.8 Keep track and ensure that all visitor registers/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.

17.3 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.

17.4 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 handheld metal detectors and x-ray machines, etc;
- 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;

18 **PRELIMINARY INVESTIGATIONS AND INCIDENT REPORTING**

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

- a. Immediate notification of the event must be communicated electronically;
- b. A written Incident Summary Report summarizing the event must be submitted within 8 - 12 hours after the incident. A register capable of producing duplicate reports has been designed for this purpose;
- c. A Preliminary Investigation Report must thereafter be submitted within 3 - 5 days. (Investigation report template will be discussed with the appointed service provider);
- d. A Comprehensive Investigation Report must thereafter be submitted within 10 – 14 days. This report must be compliant with the rules of evidence as laid out in the Criminal Procedure Act 51 of 1977.
- e. The service provider is responsible for reporting criminal cases to SAPS on behalf of DALRRD where necessary.

19 **ELECTRONIC GUARD TRACKING SYSTEMS**

Electronic systems with remote monitoring capabilities to monitor guard patrols must be installed at all sites at the cost of the appointed Service Provider and this will be removed by the appointed Service Provider upon expiration of the tender. Software, training and registration on these systems must also be provided at no cost to the DALRRD. The installed guard patrols systems must provide daily patrol reports and submit these electronically to the department. Detailed reports must be provided on a daily basis. The department will allow 10% deviation on patrol reports taking into consideration the following issues only:

- a. Incomplete contact (security officer does not perform successful contact with a point along the specified route).
- b. Load shedding or Power failure for any reason e.g. maintenance, disaster etc.
- c. Patrol system repairs or maintenance.
- d. Specific issues discussed with specific offices and where formal acceptance has been authorized.

20 NATIONAL OR PROVINCIAL CONTROL ROOM

- a. The appointed service provider must have a fully operational control room. The control room must meet the relevant legislative compliance requirements and be able to communicate to any site.
- b. The appointed service provider must implement high level technology for radio communication/base radio or provide assigned/dedicated cell phone for communication to all sites.
- c. The appointed service provider must appoint a capable/experience operational staff that will be able to manage and coordinate in his/her area of responsibility.
- d. Reliable transport inclusive of fuel must always be available.
- e. The control room must be equipped with the following resources:
 - Communications: Computer with internet access, e-mails, cell phones, base radios, printer and scanner.
 - Other resources such as admin, finance personnel.
 - Card printing facilities for printing of name cards for security officers.
 - Uniform and equipment must be available at all times at Regional Offices/Control Rooms.
- f. The appointed Service Provider must implement an electronic Occurrence Book/Incident Management System per Region and all Departmental Representative at the respective Region must be registered to receive immediate electronic alerts of all incidents via the electronic OB/System.

21 LABOUR UNREST INCIDENTS

- 21.2** 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.
- 21.3** 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;
- 21.4** 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;
- 21.5** 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;
- 21.6** 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;
- 21.7** 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;
- 21.8** Any additional costs that arise as a result of the aforementioned replacement labour shall be for the account of the Service Provider;
- 21.9** Failure to comply with this provision shall constitute a material breach and the DALRRD shall be entitled to terminate contract with immediate effect;
- 21.10** 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.

22 LIABILITY

- 22.2** The appointed Service Provider will be liable for all damage or loss suffered by the DALRRD as a result of the appointed Service Provider's own or his/her security officers' negligence or intent, in the execution of duties during the contract;
- 22.3** 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;

- 22.4** 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.

23 BREACHES AND PENALTIES

- 23.2** 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;
- 23.3** 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.
- 23.4** 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;
- 23.5** 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 8-12 hours	
Failure to submit Preliminary Investigation Report within 3-5 days	
Failure to submit Comprehensive Investigation Report within 10-14 days.	
Incomplete or incorrect uniform or part thereof	R 1000 per shift, per security

(this include male guards faces not being shaven and/or untidy, unkempt hair)	official
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, any communication system)	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 not balance	
Desertion of post	
Misrepresentation of information	
Misconduct (any offence contained in the service providers or PSIRA code of conduct)	
Sleeping on duty	
Failure to conduct any of the required 1 st level and/or 2 nd level inspections (1 penalty per inspection not conducted)	
Posted officers without the knowledge of the departmental representative	
Posted officers who are not inducted by the department	
Defective equipment	
Absence of required equipment	
Officers working long hours without a relieve i.e 16 hours and more	
Dereliction of duty	
Making use of a cell phone whilst on duty	

Security officials found reading Newspaper or other non-work-related documents on duty	
Eating on duty (at post)	
Short posting not in line with requirements	

24 ENQUIRIES

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

QUERY	NAME	CONTACT DETAILS
Technical	AC Ferreira	Adrian.ferreira@dalrrd.gov.za (012) 312 9150
	D Kgomo	kganetjik@dalrrd.gov.za (012) 319 7037
	J Ntimane	Jamesn@dalrrd.gov.za (021) 809 1731
Bid related	P Makhado	Pfarelomakhado@dalrrd.gov.za (012) 312 8711

25 DELIVERY ADDRESS

Department of Agriculture, Land Reform and Rural Development

184 Jeff Masemola Street (Old building)

Pretoria,

0001

NB: ALL BIDS SHALL BE SUBMITTED AT NATIONAL OFFICE ON OR BEFORE THE DATE OF CLOSING, PLEASE NOTE THAT NO BID WILL BE ACCEPTED FROM PROVINCIAL OFFICES.

26 PUBLICATION / ADVERT APPROVAL

- a. Tender bulletin
- b. National treasury E-Portal
- c. DALRRD website
- d. 21 working days
- e. Non-compulsory virtual briefing session (a link will be sent)

5/2/2/1- DALRRD 0025(2021/2022)

APPOINTMENT OF SERVICE PROVIDER TO RENDER SECURITY AND SPECIAL SECURITY SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) – IN REGION 1 FOR VARIOUS OFFICES FOR A PERIOD NOT EXCEEDING 30 NOVEMBER 2022.

CLOSING DATE: 23 SEPTEMBER @11H00

NB: THERE WILL BE A NON-COMPULSORY VIRTUAL BRIEFING SESSION:

DATE: 07 SEPTEMBER 2021

TIME: 10:00

LINK: https://teams.microsoft.com/meetingOptions/?organizerId=6d66e566-e0db-418e-b62c-d29eeee988ce&tenantId=1f792a35-02a7-4e3e-9e7a-ff40ae390cb6&threadId=19_meeting_NTFiZDQ1ZTAtZTUzYi00N2EyLTg5ZjEtZmRlZDY5YWFIOTE0@thread.v2&messageId=0&language=en-US

TECHNICAL ENQUIRIES : Mr AC Ferreira, Mr D Kgomo, Mr J Ntimane
TEL : (012) 312 9150/ (012) 319 7037/ (021) 809 1731
EMAIL : Adrian.ferreira@dalrrd.gov.za / kganetjik@dalrrd.gov.za / Jamesn@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Abie Olyn/Mr P Makhado/ Mr. C Mahlase / Ms K Modise
TEL : (012) 312 8359/9786/9518/8711
EMAIL: Kedumetse.Modise@dalrrd.gov.za/ abie.olyndalrrd.gov.za / CliffordM@dalrrd.gov.za; pfarelo.makhado@dalrrd.gov.za

FINANCIAL PROPOSAL – PART 2 OF 2

REGION 1

GAUTENG			ANNEXURE A		
SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES					
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, etc					
140 HAMILTON STREET, ARCADIA, PRETORIA			NUMBER OF HOURS ALLOCATED PER SHIFT	CONTRACT DURATION	SUB- TOTAL AREA RATE
Grade C	QUANTITY REQUIRED	RATE PER HOUR			
FOR A NORMAL DAY SHIFT - MON TO SUN/PUBLIC HOLIDAY	3		12	13 months	R.....
FOR A NORMAL NIGHT SHIFT - MON TO SUN/PUBLIC HOLIDAY	2		12	13 months	R.....
ALL INCLUSIVE SUB- TOTAL					R.....
UNARMED GUARDS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES					
141 CRESWELL ROAD, WEAVIND PARK, ARC BUILDING, SILVERTON, PRETORIA			NUMBER OF HOURS ALLOCATED PER SHIFT	CONTRACT DURATION	SUB- TOTAL AREA RATE
Grade C	QUANTITY REQUIRED				
FOR A NORMAL DAY SHIFT - MON TO SUN/PUBLIC HOLIDAY	3		12	13 months	R.....
FOR A NORMAL NIGHT SHIFT - MON TO SUN/PUBLIC HOLIDAY	2		12	13 months	R.....
ALL INCLUSIVE SUB- TOTAL					R.....

NORTH WEST

ARMED AND UNARMED GUARDS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES

PLOT 37, OLD PRETORIA ROAD BUFFELSPOORT			NUMBER OF HOURS ALLOCATED	CONTRACT DURATION	SUB- TOTAL AREA RATE
Grade C	QUANTITY REQUIRED	RATE PER HOUR			
FOR A NORMAL DAY SHIFT - MON TO SUN/PUBLIC HOLIDAY	2		12	13 months	R.....
FOR A NORMAL NIGHT SHIFT (ARMED) - MON TO SUN/PUBLIC HOLIDAY	4		12	13 months	R.....
ALL INCLUSIVE SUB- TOTAL					R.....

SECURITY OFFICIALS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES

Grade B (Supervisor)	QUANTITY REQUIRED	RATE PER HOUR	NUMBER OF HOURS	CONTRACT DURATION	SUB- TOTAL AREA RATE
FOR A NORMAL DAY SHIFT (MON- FRI)	1		12	13 months	R.....
FOR A NORMAL NIGHT SHIFT (MON- FRI)	1		12	13 months	R.....
ALL INCLUSIVE SUB- TOTAL					R.....

LIMPOPO

UNARMED GUARDS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES

78 HANS VAN RENSBURG, OLD MUTUAL BUILDING, POLOKWANE			NUMBER OF HOURS ALLOCATED	CONTRACT DURATION	SUB- TOTAL AREA RATE
Grade C	QUANTITY REQUIRED	RATE PER HOUR			
FOR A NORMAL DAY SHIFT - MON TO SUN/PUBLIC HOLIDAY	3		12	13 months	R.....

FOR A NORMAL NIGHT SHIFT - MON TO SUN/PUBLIC HOLIDAY	2		12	13 months	R.....
ALL INCLUSIVE SUB- TOTAL					R.....
MPUMALANGA					
UNARMED GUARDS IN CORPORATE UNIFORM TO PROVIDE PHYSICAL SECURITY ACTIVITIES					
27 BROWN STREET, PERMANENT BUILDING, MPUMALANGA			NUMBER OF HOURS ALLOCATED	CONTRACT DURATION	SUB- TOTAL AREA RATE
Grade C	QUANTITY REQUIRED	RATE PER HOUR			
FOR A NORMAL DAY SHIFT - MON TO SUN/PUBLIC HOLIDAY	3		12	13 months	R.....
FOR A NORMAL NIGHT SHIFT - MON TO SUN/PUBLIC HOLIDAY	2		12	13 months	R.....
ALL INCLUSIVE SUB- TOTAL					R.....
SUMMARY					
All inclusive Overheads For the contract duration					R.....
TOTAL EXCLUDING VAT					R.....
VAT @15%					R.....
GRAND TOTAL COST FOR THE PROJECT					R.....

NB• Overhead expenses should be inclusive of the following: Profit, Inspectors, Relievers, Vehicles per Province, Control Room, Detection Equipment, firearms, handheld Radio's and spare batteries , Base Radio, Flashlights, All Security related equipment such as Equipment, Baton, Handcuffs, Pocketbook, Uniform, and Registers