agriculture

Department:
Agriculture
PROVINCE OF THE EASTERN CAPE

PROVISION OF SECURITY MANAGEMENT SERVICES FOR DOA SATTELITE OFFICE IN UITENHAGE FOR A PERIOD OF 36 MONTHS

BID No: SCMU8-26/27-0043

TENDERER:	
CSD NUMBER:	
SPECIFIC GOALS:	
CLOSING DATE:	**09 November 2026**
CLOSING TIME:	**11:00 am**
BID AMOUNT INCLUSIVE OF ALL APPLICABLE TAXES	**R……..**

PREPARED BY:

SUPPLY CHAIN MANAGEMENT

DEPARTMENT OF AGRICULTURE
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6001

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CHECK LIST

Please ensure that all the following **documents have been submitted with your Bid / tender document**. **Failure to submit these documents could result in your quotation/bid being seen as non-responsive.**

Description	Done
Tax Status Verification for Price Quotations and Competitive Bids Tax Compliance status and company directors of bidders will be verified on the CSD for all price quotations and competitive bids. Tax status must remain Compliant for conducting business with state.	
Copy of company registration or CK documents to be submitted	
All forms and verification documents are attached to qualify for preference points as per each specific goal.	
Joint Venture: In the case of a joint venture a Joint Venture Agreement or an Intention to form a Joint Venture Agreement must be attached	
This tender will be subject to the Government Procurement: General Conditions of Contract of July 2010	

Please ensure that all the following sections of the Quotation / Bid Document have been completed in full. Failure to comply will result in the Quotation / Bid being seen as unresponsive.

Description	
Section 3: 1. Detailed quotation **(show breakdowns)**	
Section 4: 1. Certificate of authority for signatory must be completed and signed in full.	
2. Schedule of work carried out by the bidder must be completed.	
3. Equity Ownership Declaration must be completed and signed in full.	
4. **All SBD documents** must be completed signed in full and witnessed, failure to do so will result in the quotation/bid being eliminated.	

ALL FORMS TO BE COMPLETED IN BLACK INK

NO CORRECTION FLUID TO BE USED IN THE DOCUMENT

CHANGES SHOULD BE MADE BY DRAWING A LINE THROUGH THE INCORRECT INFORMATION, AND INITIALING THE CHANGE

NO LATE QUOTATIONS / BIDS WILL BE ACCEPTED

BID NOTICE

DEPARTMENT OF AGRICULTURE

PROJECT NO.	PROJECT DESCRIPTION
SCMU8-26/27-0043	PROVISION OF SECURITY MANAGEMENT SERVICES FOR DOA SATTELITE OFFICE IN UITENHAGE FOR A PERIOD OF 36 MONTHS

AVAILABILITY OF DOCUMENTS : 16 October 2026
BRIEFING (COMPULSORY) : 28 October 2026
CLOSING DATE : 09 November 2026

BID NOTICE

BIDS are hereby invited from suitable and qualified service providers for the Provision of security management services for DOA Sattelite office in UITENHAGE for a period of 36 months

Documents will be available as from **16 October 2026.** Service providers should request documents via email from the Assistant Director Acquisition Services, Mr P. Makasi (email:Phumlani.Makasi@ecagriculture.gov.za) between 08:00 and16:30 from Mondays to Thursdays and from 08:00 to 16:00 on Fridays.

A compulsory briefing meeting is on 28 October 2026, at 11:00, at the Department of Agriculture office, No 98 Algoa Street, Uitenhage

The project number and description must be delivered to the tender box situated at:
64 Govan Mbeki Avenue
Mutual Building, Ground Floor
Port Elizabeth
6001

By 11.00am on 09 November 2026, when the BIDS will be opened in public.

Prospective service providers must take particular note of the following:-

1. Bids received will be evaluated according to 80/20-point system, were 80 points will be scored toward price and the remainder 20 points according to the specific goals as detailed under specification. **Kindly note that all documentation listed that must be submitted to qualify for the preference points for each specific goal must be attached. Failure to attach will result in no allocation of preference points.**
2. All prospective bidders not registered on the **CSD AND LOGIS** must do so before the closing date of the bid, as bids cannot be awarded to bidders not registered on the system.
3. All prospective bidders must be registered with PSIRA. Registration must be active.
4. Tax compliance and company directors of bidders will be verified on CSD for all price quotations and bids.
5. Failure to supply all supplementary information will result in the tender being deemed an incomplete tender and will be disqualified.
6. If specifications are not adhered to the DEPARTMENT OF AGRICULTURE reserves the right to terminate the contract.
7. Bidders are to submit the supplier arrangement form in the event that bidder is a general dealer.
8. Suppliers and Service Providers are to provide references to confirm previous delivery of similar nature were delivered satisfactorily in order for DOA to perform risk assessment.
9. The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.".
10. Use of correction fluid will result in a bid being nonresponsive.
11. **MANDATORY DOCUMENTS TO BE ATTACHED**

A. Licencing and accreditation

(i) Company PSIRA certificate / Proof of Registration
(ii) UIF registration
(iii) COIDA letter of good standing
(iv) Registration with Bargaining Council

(v) Firearm licence registered under the company's name / owner
(vi) Police clearance for the owner/s of the company (The police clearance of the rest of the Security personnel / employee to be submitted at SLA stage by the winning Bidder).
(vii) Liability Insurance (**cover with an authentic company of at least R2 million)**
(viii) Bidders must have a fully functional office for at list a period of a year within the local municipality. Site inspections must be conducted to view the offices of the bidder. (**same evidence used to claim specific goals together with CSD report will be used**)

ETHICAL PRACTICES AND COMPLIANCE: -

1. Owner must be a South African citizen
2. Security Officers must be SA citizens
3. Salaries must comply with PSIRA rates

FAILURE TO COMPLY WILL RESULT IN TENDERS CONSIDERED NON-RESPONSIVE

The DEPARTMENT OF AGRICULTURE will not entertain any late submissions.

Closing time is 11:00 on the 09 November 2026.

All proposals shall hold good for 90 (ninety days) after bid closing date. The lowest or any bid will not necessarily be accepted. Electronic, telegraphic or facsimile bids will not be considered.

Enquiries should be directed to:

- **Ms A. Fala on 079 500 2519. Email: Andiswa.Fala@ecagriculture.gov.za (Technical)**
- **Mr P. Makasi on 060 584 4272. Email: Phumlani.Makasi@ecagriculture.gov.za (Administrative)**

3 BID RULES

Annexure: Standard Conditions of Tender

F.1 General –

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed, and
c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer*'s* opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
b) change the Employer*'s* or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the advertised evaluation criteria utilizing either:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

The points scored for the financial component will be calculated using the formula as set out in form ECBD 6.1 – PURCHASES, paragraph 5.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer*'s* information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Accept the tender offer; if in the opinion of the employer, it does not present any risk to the department.

F.3.13.3 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer*'s* notice of acceptance, notify other tenderers that their tender offers have not been accepted through same medium utilized for advert.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents,
c) other revisions agreed between the employer and the successful tenderer, and
d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

4 TERMS OF REFERENCE

BACKGROUND

The Department of Agriculture seeks the services of a local, suitably qualified and experienced security company to render security management services for a period of 36 months.

Security management services are required from a qualified service provider to ensure safety of the departmental assets (including biological assets), information, buildings and personnel, services in terms of the following legislation:

a) Control of Access to Government Buildings and Vehicles Act, No 54 of 1985,
b) Criminal Procedures Act, No 51 of 1977,
c) Firearm Control Act, No 60 of 2000,
d) Private Security Industry Regulatory Act, No 56 of 2001,
e) Occupational Health and Safety Act, no 85 of 1994 as amended,
f) Trespass Act, No 6 of 1959.

The employer reserves the right not to award more than two contracts to be executed simultaneously, to a single service provider.

It is the bidder's responsibility to ensure guards salaries and benefits are paid according to the Labour Laws rates and in line with National Bargaining Council for the Private Security Sector and PSIRA. Service providers quoting salaries below these rates will be passed over.

SCOPE OF WORK

The Service Provider must be competent, trustworthy and must have the required equipment, be able to meet at least the following stipulated standards for a company to be compliant:

- Patrolling of premises
- Check points (03)
- Access control
- Screening or scanning of personnel, visitors and vehicles
- Assets safeguarding and monitoring
- Personnel and members of the public escorted were required
- Protection to buildings within premises and general crime prevention measures that will be agreed upon
- Ensure that lights are switched off, doors and windows on the premises are closed and secured after hours
- Assist during emergency preparedness exercises and real emergency.
- Keep visitors register with information as by the department.
- On risky / critical areas, the security company together with the department must identify these critical areas where security measures need to be strengthened and provide a solution in agreement with the department.

UNIFORM & EQUIPMENT

1. Response car/s
2. Two-way radios
3. Occurrence books (OB)
4. Torches
5. Uniform for easy identification
6. Pocket books with pens etc.

GENERAL REQUIREMENTS WITH REGARDS TO THE BID

- No late or incomplete responses will be accepted for this bid.
- Suppliers must ensure that no services are rendered, or goods delivered without written confirmation from DOA.
- Only bidders who are registered on CSD as service providers or capable of being registered prior to the evaluation of submissions are eligible to submit bids. Bidders who are not registered on the CSD are not precluded from submitting bids; however, bidders must complete the CSD application online, prior to the closing date (www.csd.gov.za is the website). It is the responsibility of bidders to ensure that this requirement is complied with.
- Kindly note that you need to have a working email address, working cell phone, the company registration documents and Tax Clearance Certificate.
- Tax compliance status and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate.
- Bidders must be registered on LOGIS.
- Failure to complete all supplementary information and returnable schedules will be deemed non-responsive and maybe disqualified.
- All supporting documents in relation to qualifications and experience must be submitted.
- Only companies registered as Security Services and PSIRA valid affiliates must respond to this invitation and the valid PSIRA certificate.
- Companies responding to this **must** provide proof of Armed Response within the local municipality.
- Companies responding **must** provide proof of Firearm license. Firearm licenses to be in the name of the company.

SERVICE CONTRACT

- Contract will be valid for a period of 36 months
- Contract Agreement and SLA to be signed after award of contract and before commencement of work
- ICASA (Independ Communication Authority of South Africa) licence / proof of lease agreement
- The police clearance of the rest of the Security personnel / employee to be submitted at SLA stage by the winning Bidder

PAYMENT

- Payment for the security service will be made on a monthly basis on receipt of an invoice for services rendered

UITENHAGE

Post and grades of security officers

Day shift

Post	Grade	Number of officers
Unarmed Guards	C	2
Total number of day shift security officers		**2**

N.B. The number of security officers indicated above is reflection of the Departments current requirements and reserves the right to increase or decrease the number of officers when requirements change.

Equipment/provisions needed

The successful bidder must ensure that security guards always have the following service aids per security guard:

Tools required	Quantity
Two-way radios / PTT (push to talk) or cellphone radio (For each officer)	1 for each officer
Batons (For each officer on day shift)	1 for each officer on day duty
Occurrence Book,	1
Handcuffs set for each officer	1 per officer
Uniform, officers on site must always wear full uniform (service provider's corporate uniform)	1 per officer
Name tags must be always worn by officers on duty	1 per officer
Pocket book for each security officer	1
Attendance register – on site	1
Other stationery relevant to security services	As required
Local Office (within Nelson Mandela Bay Municipality), with armed response / reaction unit.	1
Check points	06

ALARM SYTEM FOR THE NIGHT

PRICES FOR THE ALARM SYSTEM MUST INCLUDE THE FOLLOWING:

i. Activation costs
ii. Maintenance costs
iii. Armed Response
iv. Monthly Rental

- **At the end of the contract, the alarm system equipment will remain the property of the department**

EVALUATION METHODOLOGY

The evaluation of the bids will be done in a two-stage process. Bidders who do not meet the Stage 1 (Administrative Compliance Requirements (completion or attachment of Compulsory documents), of the evaluation shall not be considered for Stage 2 evaluation (Price and Specific goals).

MANDATORY DOCUMENTS TO BE ATTACHED

- Basic salary of a security guard must be paid according to Labour rates.
- A valid certified copy of a COID letter of good standing.

ADMINISTRATIVE COMPLIANCE DOCUMENTS

(i) Company PSIRA certificate
(ii) UIF registration
(iii) COIDA letter of good standing
(iv) Registration with Bargaining Council
(v) ICASA (Independ Communication Authority of South Africa) license
(vi) Firearm license registered under the company's name
(vii) Police clearance for the owner/s of the company
(viii) Liability Insurance (cover with an authentic company of at least R2 million)
(i) Bidders must have a fully functional office within for at list a period of a year within Nelson Mandela Bay Municipality. Site inspections **will be conducted** to view the offices of the bidder. (Same evidence used to claim specific goals together with CSD report will be used)

Bids that do not comply with the above administrative compliance criteria or who fail to adhere to the requirements will be disqualified and will not be considered for evaluation on functionality criteria.

Part 1: Technical/ Functionality Evaluation (70%) threshold

Technical evaluation, the first stage part 2 will be the evaluation of bids on functionality and **during this stage bids that do not meet the minimum threshold of 70 % on the functionality score will be disqualified, and will not be considered for the second stage of evaluation i.e. price and specific goals**

Proposals received will be evaluated for functionality to determine if prospective supplier does meet the minimum requirements as stated in the specification or terms of reference and must score a minimum of 70 points. Responses received that fail to score the minimum points on functionality will be eliminated and not considered further.

THE FOLLOWING DOCUMENT WILL BE REQUIRED AFTER THE AWARD OF THE BID

1. Sample of pay slips and employees' contract in line with PSIRA rates
2. Payroll
3. Police clearance for the employees as per no.01

Bids that do not meet a minimum of **70** points in total for the criteria listed above will not be considered

EVALUATION CRITERIA	POINTS ALLOCATED
Experience as a security company List of similar projects (**at least 01-year contract per project)** successfully undertaken by the bidder with **contactable references included** to claim points • 8 projects and above = 40 • 5 - 7 projects = 30 • 1 - 4 projects = 20	**40 points**
Financial capacity The service provider must demonstrate ability to pay security personnel. Proof of funds to execute the contract (a letter of an active credit facility from a financing institution or proof of sufficient funds in the form of a bank statement) Not Older than 3 months for either type of proof. • R601 000 - R 999 999 = 40 points • R500 000 - R 600 000 = 30 points • R200 000 – R499 999 = 15 points	**40 points**
Locality of the service provider – (As per the address in the CSD Registration Report. Proof of address to be provided as per Stage 2 – Specific Goals, and the address on CSD and the proof of address should correspond to qualify for points) ✓ Local Municipality = 20 ✓ District Municipality = 10	**20 points**

STAGE 2 - SPECIFIC GOALS

The 80/20 preference point system (80 points for price and 20 points for specific goals) is applicable to price quotations and tenders with a Rand value equal to, or above R30 000 and up to a Rand value of R50 million (all applicable taxes included). Bidders are required to provide evidence as listed below for points claimed for specific goals.

Specific Goals	Preference Points allocated out of the 20	Documentation to be submitted by bidders to validate their claim for points
EME or QSE which is at least 51% owned by black people 5 points	5	ID Copy CIPC (Company registration) Full CSD report (the ownership status of the 2 documents must correspond to be awarded points)
Located in the Province where the services will be rendered / item delivered.	2	Municipal rates account OR Letter from councilor confirming residence OR Lease Agreement
An EME or QSE which is at least 51% owned by women 7 points	7	ID Copy CIPC (Company registration) Full CSD report (the ownership status of the 2 documents must correspond to be awarded points)
An EME or QSE which is at least 51% owned by youth (up to 35 years of age) 4 points	4	ID Copy CIPC (Company registration) Full CSD report (the ownership status of the 2 documents must correspond to be awarded points)
An EME or QSE which is at least 51% owned by people with disability 2 points	2	ID Copy CIPC (Company registration) CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) • Medical certificate SASSA registration or confirmation of disability from a relevant authority.

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Service Provider: ……..……

Quotation NUMBER: **SCMU8-26/27-0043**

Closing Time **11:00** on

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE

UITENHAGE Office

	Total bid price per month	**Total bid price per year**
	R	**R**
Year 1: Total Bid Price		
Yearly price escalation..... **%**		
Year 2: Total Bid Price		
Yearly price escalation..... **%**		
Year 3: Total Bid Price		
SUB TOTAL		
Profit		
SUB TOTAL (Excluding Vat)		
VAT at 15%		
TOTAL BID PRICE FOR 36 MONTHS INCLUSIVE OF ALL APPLICABLE TAXES		

TOTAL AMOUNT IN WORDS:

……

……

……

SIGNATURE OF BIDDER ……..……

***PLEASE NOTE:** THIS Quotation IS NOT SUBJECT TO ANY PRICE ADJUSTMENTS

***QUOTED PRICE TO BE ALL INCLUSIVE**

PRICE BREAKDOWN:

Basic salary per Guard Grade C R .....

2 DAY GUARDS (Salaries to be in line with Gazetted rates)

DESCRIPTION	RATE	PRICE/AMOUNT
MONTHLY SALARY **GRADE C - 02-Day Guards Unarmed**		
HOURLY EQUIVALENT RATE		
Ordinary time: i) Primary Sec Officer ii) Relief Sec Officer		
Sunday pay premium		
Public holiday premium		
Leave provision		
Sick Pay		
Study leave		
Family responsibility Leave		
Long service bonus (5 years average)		
Statutory annual bonus		
SUB-TOTAL: EMPLOYEE COSTS		
UIF		
Hospital cover		
Provident fund		
COID/WCA		
Bargaining Council Levy		
PSIRA "per SO" fee		
Sets of Uniform		
Training (Skills Development Levy)		
Cleaning Allowance		
TOTAL: DIRECT COST		
Share of overheads		
Alarm System		
TOTAL COST PER MONTH		

***QUOTED PRICE TO BE ALL INCLUSIVE**

1.1 The total quoted price to be all inclusive. All increases over the period of the contract to be included in the total price. No price adjustments or increases will be considered during the period of the contract.

Signature of bidder: ……

NAME OF SERVICE PROVIDER/ COMPANY: **……..**

NAME OF AUTHORISED SIGNATORY (IN CAPITALS) **……**

SIGNATURE OF AUTHORISED REPRESENTATIVE **……**

SIGNED ON THIS……..DAY OF……OF THE YEAR…… ON BEHALF OF: …… ADDRESS:

……

FORMS TO BE COMPLETED BY THE BIDDER

THESE FORMS MUST BE COMPLETED USING BLACK INK

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the bid documents. All such schedules must be signed and clearly marked as appendices to these relevant forms.

All ECBD documents must be completed, signed in full and witnessed, failure to do so may result in the quotation/bid being eliminated.

PART A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

By resolution of the board of directors passed at a meeting held on .....……..

Mr. /Ms ..... , whose signature appears below, has been duly authorized

to sign all documents in connection with the **Bid No: SCMU8-26/27-0043**..... and any Contract that

may arise there from on behalf of (name of Service Provider in block capitals) .....…..……..

.....….....….....

SIGNED ON BEHALF OF THE COMPANY: .....…….

IN HIS/HER CAPACITY AS: .....…….

DATE: .....……..

SIGNATURE OF SIGNATORY: …….....…….

WITNESSES: 1. …….....

2. .....……

‘

PART B: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Bid in Joint Venture and hereby authorise Mr/Ms . . . . . , authorised signatory of the company . . . ., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. . . . . . Name …….. Designation
		Signature. . . . . . Name …….. Designation
		Signature. . . . . . Name …….. Designation
		Signature. . . . . . Name …….. Designation

ATTACH SERVICE LEVEL AGREEMENT BETWEEN JOINT VENTURE PARTIES TO NEXT PAGE. "FAILURE TO SUBMIT JOINT VENTURE AGREEMENT AS PART OF THE COMPLETION OF THE BID WILL RESULT IN YOUR BID BEING REJECTED."

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*AGRICULTURE*)					
BID NUMBER:	**SCMU8-26/27-0043**	**CLOSING DATE:**	**09 November 2026**	**CLOSING TIME:**	**11:00**
DESCRIPTION	**PROVISION OF SECURITY MANAGEMENT SERVICES FOR DOA SATELLITE OFFICE IN UITENHAGE FOR A PERIOD OF 36 MONTHS**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
64 Govan Mbeki Avenue
Mutual Building, Ground Floor

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr P Makasi	CONTACT PERSON	Ms A. Fala
TELEPHONE NUMBER	**060 584 4272**	TELEPHONE NUMBER	**079 500 2519**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Phumlani.Makasi@ecagriculture.gov.za	E-MAIL ADDRESS	Andiswa.Fala@ecagriculture.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
ARE YOU THE ACCREDITED REPRESENTATIV E IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

……

agriculture

Department:
Agriculture
PROVINCE OF THE EASTERN CAPE

I / We the undersigned: _____
Hereby acknowledge that my / our personal and in certain circumstances special personal information is required by the Department of Agriculture in order to process the support which the Department of Agriculture has been mandated to provide and I / we agree to provide such information requested from Department of Agriculture on the express understanding that:

1. This constitutes my consent as required in terms of Section 11 (1) (a) of the POPIA 2013.
2. The Department of Agriculture officials will access my / our personal information which has been furnished to them for the purposes of the support to be provided and matters ancillary thereto.
3. The Department of Agriculture is authorised to release my / our personal information to the South African Revenue Services, other state departments and designated service providers relevant to the support to be provided.
4. Department of Agriculture does not intend to share my / our personal information for financial gain.
5. I / we acknowledge that my / our contact details will be added to the Producer Farmer Register.
6. The Department of Agriculture will store my / our information in accordance with the POPIA prescripts.
7. The Department of Agriculture have implemented proper Data Privacy rules in respect of management of client information as well as proper internet usage rules and cyber security principles in order to minimize the risk of my / our information being exposed to cyber risks. I acknowledge that I have the opportunity to read through the rules and policies as published on the Department of Agriculture's website and understand that it is my own responsibility to protect my own internet and email connections against interceptions and viruses.
8. I / we confirm that:

- I / we have had the opportunity to review the POPIA policies and rules of the Department of Agriculture.
- I/we have had the opportunity to ask questions regarding my / our information, why it is collected and how it is processed and where it is stored and with whom it is shared.
- I / we consent to the collection, processing and necessary sharing of my / our information by DOA to fulfil its mandate to render agricultural support to me / us.

_____
SIGNATURE

_____
DATE

PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 CONSENT – DOA

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:

……

……

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

2.3.1 If so, furnish particulars:

…….

……..

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

2 DECLARATION

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

2.1 I have read and I understand the contents of this disclosure;

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

2.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

2.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ..……
Signature Date

…… ……
Position Name of bidder

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

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
EME or QSE which is at least 51% owned by black people 5 points	N/A	5	N/A	
Located in the Province where the services will be rendered / item delivered.	N/A	2	N/A	
An EME or QSE which is at least 51% owned by women 7 points	N/A	7	N/A	
An EME or QSE which is at least 51% owned by youth (up to 35 years of age) 4 points	N/A	4	N/A	
An EME or QSE which is at least 51% owned by people with disability 2 points	N/A	2	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

……

……

SCHEDULE OF PREVIOUS WORK CARRIED OUT BY THE BIDDER

Suppliers and Service Providers are to provide references to confirm pervious goods or services contracts of a similar nature were completed satisfactorily. Failure to complete this page may result in your bid being eliminated.

YEAR COMPLETED										
VALUE OF WORK										
NATURE OF WORK										
CONTACT PERSON (NAME & TEL NO)										
EMPLOYER (NAME & TEL NO)										

SIGNED ON BEHALF OF THE BIDDER: ……

AGREEMENT FORMS TO BE COMPLETED AFTER AWARD OF THE BID

EASTERN CAPE PROVINCIAL GOVERNMENT
DEPARTMENT OF AGRICULTURE

PROVISION OF SECURITY MANAGEMENT SERVICES FOR DOA SATTELITE OFFICE IN UITENHAGE FOR A PERIOD OF 36 MONTHS

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)……..……. in accordance with the requirements and specifications stipulated in bid number **SCMU8-26/27-0043** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……..

WITNESSES

1 ……

2. ……

DATE: ……

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……. in my capacity as……...….. accept your bid under reference number ……dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. …….

2. …….

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF AGRICULTURE

BID DOCUMENT PROVISION OF SECURITY MANAGEMENT SERVICES FOR DOA SATTELITE OFFICE IN UITENHAGE FOR A PERIOD OF 36 MONTHS

GENERAL CONDITIONS OF CONTRACT

The contract shall be governed by the "National Treasury General Conditions of Contract (July 2010).
These General Conditions are available for inspection at the offices of the Departmental Head Office at Bhisho, Deputy Director: Supply Chain Management (SCM).

B. SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract to the extent specified below, and shall take precedence and shall govern. **The following Special Conditions of Contract will apply.**

SECTION	SUBJECT
4. Standards	4.1 The material standards shall confirm to the Scope of Works (Project Particular Specifications)
9. Packing	*9.2 All packing material shall clearly indicate the contents of the materials inside the packing.*
10. Delivery of works/services	*10.1 The Bidder will deliver the Services as requested to the Department as specified in the Scope of works (Project Particular Specifications) at the identified sites. A detail delivery note that include the full list of all the materials that are delivered shall be supplied by the service provider.* *10.2 The Bidder will make delivery arrangements with the project leader for inspection of material to confirm compliance and verify the material and counting material.* *10.3 The material will be sorted to the different items and stacked for easy counting.* *10.4 The Bidder will complete the full project within the time frame stated after order received**. (To be specified in the Service Level Agreement)***
11. Insurance	*11.1 Insurance shall cover all the materials and goods for the full period until such time as that the delivery note has been properly signed off by the Extension Representative.* ***NOT APPLICABLE IN THIS CONTRACT***
12. Transportation	*12.1 Delivery of materials to the different sites shall include full costs for the all-inclusive delivery of the materials and goods, the off-loading thereof and proper stacking for counting purposes.*
13. Incidental Services	*13.1 The Bidder is required to provide all services for the off-loading and proper packing/stacking of the materials at the sites.*
16. Payment	16.1 Part Payment will be made available after portions of the materials delivered to site, inspected and approved by the Extension Representative in line with the Pricing Schedule and verified according to specifications. 16.2 Payment will be made within a period of 30 days after the receipt of the invoice.
17. Prices	17.1 Prices charged by the supplier for services performed under the contract shall not vary from the prices quoted by the supplier in his bid.
21. Delays in the Bidders performance	21.1 Delivery of the services and performance of services shall be made by the Bidder in accordance with the time schedule prescribed in the Bid Rules and Special Conditions of Contract (SCC) clause 10.4 in the contract.

	21.2 If at any time during performance of the contract, the Bidder or its supplier should encounter conditions impeding timely delivery of the performance of services, the Bidder shall promptly notify the Department in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Department shall evaluate the situation and may at his discretion extend the Bidder'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.
22. Termination for default.	22.1 The Department, 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 bidder/supplier fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the Department; (b) if the bidder/supplier fails to perform any other obligation(s) under the contract; or (c) if the bidder/supplier, in the judgment of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23. Force Majeure	23.2 If a force majeure situation arises, the bidder/supplier shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the bidder/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.
24. Termination for insolvency.	24.1 The Department may at any time terminate the contract by giving written notice to the bidder/supplier if the bidder/supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder/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 Department.
25. Settlement of Disputes	25.1 The parties may at any time, without prejudice to any other proceedings, agree to settle any claim or any dispute amicable with the help of an impartial third party. Amicable settlement may include any settlement technique as agreed to by the parties. 25.2 Amicable settlement shall become final and binding on the parties only to the extent that it is correctly recorded as being agreed to by the parties.
26. Applicable law	26.1 The contract shall be interpreted in accordance with South African Laws.