

SSC WC 10 (2024/2025) DALRRD

THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PACKAGING MATERIALS, PACK, MOVE AND UNPACK OFFICE RECORDS, INCLUDING STATIONERY, AS WELL AS DISMANTLE, MOVE AND REASSEMBLE FILING SYSTEMS (SHELVING AND BULK FILERS) OF THE DALRRD OFFICES: PROVINCIAL SHARED SERVICE CENTRE (PSSC), REGIONAL LAND CLAIMS COMMISSIONER (RLCC), DEEDS REGISTRY AND SURVEYOR-GENERAL IN CITY OF CAPE TOWN MUNICIPALITY, WESTERN CAPE.

COMPULSORY SITE INSPECTION MEETING:

DATE: 23 SEPTEMBER 2024

VENUE: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT, 14 LONG STREET, 2ND FLOOR BOARDROOM, CAPE TOWN

TIME: 11:30 AM

CLOSING DATE:

DATE: 08 OCTOBER 2024

TIME: 11:00 AM

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

TECHNICAL ENQUIRIES : Mr. Davedan Kuhn
TEL : (021) 4090 3000
MOBILE : 071 6735688
EMAIL : Davedan.Kuhn@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr Piri Mntumni
TEL : (021) 409 0523
(078) 55 55100
EMAIL : Mzubanzim@dalrrd.gov.za

Chief Directorate: Provincial Shared Service Centre: **Sub-Directorate: Demand** and Acquisition
Management Services: **Enquiries:** Ms Melissa Andrews: **Tel:** (021) 409 0526

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

BID NUMBER: SSC WC 10 (2024/2025) DALRRD

CLOSING TIME: 11H00

CLOSING DATE: 08 OCTOBER 2024

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

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

Yours faithfully

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

MAP TO BIDDER BOX (B BOX)

SSC WC 10 (2024/2025) DALRRD

CLOSING DATE: 08 OCTOBER 2024 AT 11:00 AM.

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

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

THE SBD FORMS MUST BE SIGNED IN THE ORIGINAL

AND WITH BLACK INK SUBMIT ALL BIDS ON THE

OFFICIAL FORMS – DO NOT

RETYPE.

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

(Department of Agriculture, Land Reform and Rural Development)

**Demand and Acquisition Management
(BIDS)**

GROUND FLOOR (SECURITY AREA)

14 LONG STREET

CAPE TOWN

8000

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT IS OPEN 8 HOURS A DAY, 5
DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 AM WHICH IS THE
CLOSING TIME OF BIDS.**

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

SUBMIT YOUR BID IN A SEALED ENVELOPE

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.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

**PART A
INVITATION TO BID**

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

BID NUMBER:	SSC WC 10 (2024/2025) DALRRD	CLOSING DATE:	08 OCTOBER 2024	CLOSING TIME:	11:00 AM
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DESCRIPTION THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PACKAGING MATERIALS, PACK, MOVE AND UNPACK OFFICE RECORDS, INCLUDING STATIONERY, AS WELL AS DISMANTLE, MOVE AND REASSEMBLE FILING SYSTEMS (SHELVING AND BULK FILERS) OF THE DALRRD OFFICES: PROVINCIAL SHARED SERVICE CENTRE (PSSC), REGIONAL LAND CLAIMS COMMISSIONER (RLCC), DEEDS REGISTRY AND SURVEYOR-GENERAL IN CITY OF CAPE TOWN MUNICIPALTY, WESTERN CAPE.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

14 LONG STREET

CAPE TOWN

GROUND FLOOR

SECURITY AREA AT GROUND FLOOR

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Mr. Piri Mntumni	CONTACT PERSON	Mr. Davedan Kuhn
TELEPHONE NUMBER	021 409 0523	TELEPHONE NUMBER	(021) 4090 3000 /071 673 5688
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	MzubanziM@dalrrd.gov.za	E-MAIL ADDRESS	Davedan.Kuhn@dalrrd.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

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, 2022, 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:

WC 10 (2024/2025) DALRRD

**PRICING SCHEDULE FOR THE
APPOINTMENT OF A SERVICE PROVIDER
TO PROVIDE PACKAGING MATERIALS,
PACK, MOVE AND UNPACK OFFICE
RECORDS, INCLUDING STATIONERY, AS
WELL AS DISMANTLE, MOVE AND
REASSEMBLE FILING SYSTEMS
(SHELVING AND BULK FILERS) OF THE
DALRRD OFFICES: PROVINCIAL SHARED
SERVICE CENTRE (PSSC), REGIONAL
LAND CLAIMS COMMISSIONER (RLCC),
DEEDS REGISTRY AND SURVEYOR-
GENERAL IN CITY OF CAPE TOWN
MUNICIPALITY, WESTERN CAPE.**

SSC WC 10 (2024/2025) DALRRD: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PACKAGING MATERIALS, PACK, MOVE AND UNPACK OFFICE RECORDS, INCLUDING STATIONERY, AS WELL AS DISMANTLE, MOVE AND REASSEMBLE FILING SYSTEMS (SHELVING AND BULK FILERS) OF THE DALRRD OFFICES: PROVINCIAL SHARED SERVICE CENTRE (PSSC), REGIONAL LAND CLAIMS COMMISSIONER (RLCC), DEEDS REGISTRY AND SURVEYOR-GENERAL IN CITY OF CAPE TOWN MUNICIPALITY, WESTERN CAPE.

PRICING SCHEDULE [SBD 3.1]

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PACKAGING MATERIALS, PACK, MOVE AND UNPACK OFFICE RECORDS, INCLUDING STATIONERY, AS WELL AS DISMANTLE, MOVE AND REASSEMBLE FILING SYSTEMS (SHELVING AND BULK FILERS) OF THE DALRRD OFFICES: PROVINCIAL SHARED SERVICE CENTRE (PSSC), REGIONAL LAND CLAIMS COMMISSIONER (RLCC), DEEDS REGISTRY AND SURVEYOR-GENERAL IN CITY OF CAPE TOWN MUNICIPALITY, WESTERN CAPE.

PRICING SCHEDULE [SBD 3.1]

NAME OF BIDDER:

BID NO.: CLOSING DATE: CLOSING TIME: 11H00 AM

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

ITEM	DESCRIPTION
BID PRICE IN RSA CURRENCY	
NO	
**(ALL APPLICABLE TAXES INCLUDED)	

TOTAL BID PRICE (INCLUSIVE OF 15% VAT) R.....

PHASE 1: SG

	DESCRIPTION	COST PER QUANTITY	QTY	TOTAL COST (Excluding 15% VAT)
1.	Boxes to fit Lever Arch files: and staff documents 280mm(L) X 320mm (H) X 700mm (W)			
2.	Plastic containers with wheels and clip lids for diagrams, deeds volumes and survey records, etc: 54cm (L) X 42cm (W) X 30cm (Depth). (rental – to use for move only)			
3.	Flat boxes to fit A0 plans: 2cm(H) 97cm(W) X154cm (L) – Double sided			
4.	Boxes for stationery			
5.	Relocation of printing paper			
6.	Relocation of 332 pre-packed Restitution boxes			
7.	Packaging and sealing consumables •Labels and stickers •Bubble Wrap -meters •Buff-tape - rolls •Any other consumables (to specify)			
8.	Labour (Number of manpower and rates). •Packing and unpacking of records. •Dismantling and reassembling filling systems. •Loading and offloading of trucks.			
9.	Transport costs trucks and mileage			

PHASE 2 DEEDS OFFICE

NO	DESCRIPTION	COST PER QUANTITY	QTY	TOTAL COST (Excluding 15% VAT)
1	Boxes to fit Lever Arch files: and staff documents 280mm(L) X 320mm (H) X 700mm (W)			
2	Plastic containers with wheels and clip lids for diagrams, deeds volumes and survey records, etc: 54cm (L) X 42 cm(W) X 30cm (Depth). (rental – to use for move only)			
3	Flat boxes to fit A0 plans: 2cm(H) 97cm(W) X154cm (L) – Double sided			
4	Boxes for stationery			
5	Relocation of printing paper			
6	Packaging and sealing consumables •Labels and stickers •Bubble Wrap -meters •Buff-tape - rolls •Any other consumables (to specify)			
7	Labour (Number of manpower and rates). •Packing and unpacking of records. •Dismantling and reassembling filling systems. •Loading and offloading of trucks.			
8	Transport costs trucks and mileage			

PHASE 3 PSSC OFFICE

SSC WC 10 (2024/2025) DALRRD: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PACKAGING MATERIALS, PACK, MOVE AND UNPACK OFFICE RECORDS, INCLUDING STATIONERY, AS WELL AS DISMANTLE, MOVE AND REASSEMBLE FILING SYSTEMS (SHELVING AND BULK FILERS) OF THE DALRRD OFFICES: PROVINCIAL SHARED SERVICE CENTRE (PSSC), REGIONAL LAND CLAIMS COMMISSIONER (RLCC), DEEDS REGISTRY AND SURVEYOR-GENERAL IN CITY OF CAPE TOWN MUNICIPALTY, WESTERN CAPE.

NO	DESCRIPTION	COST PER QUANTITY	QTY	TOTAL COST (Excluding 15% VAT)
1	Boxes to fit Lever Arch files: and staff documents 280mm(L) X 320mm (H) X 700mm (W)			
2	Plastic containers with wheels and clip lids for diagrams, deeds volumes and survey records, etc: 54cm (L) X 42cm(W) X 30cm (Depth). (rental – to use for move only)			
3	Flat boxes to fit A0 plans: 2cm(H) 97cm(W) X154cm (L) – Double sided			
4	Boxes for stationery			
5	Relocation of printing paper			
6	Packaging and sealing consumables •Labels and stickers •Bubble Wrap -meters •Buff-tape - rolls •Any other consumables (to specify)			
7	Labour (Number of manpower and rates). •Packing and unpacking of records. •Dismantling and reassembling filling systems. •Loading and offloading of trucks.			
8	Transport costs trucks and mileage			

PHASE 4 RLCC OFFICE

NO	DESCRIPTION	COST PER QUANTITY	QTY	TOTAL COST (Excluding 15% VAT)
1	Boxes to fit Lever Arch files: and staff documents 280mm(L) X 320mm (H) X 700mm (W)			
2	Plastic containers with wheels and clip lids for diagrams, deeds volumes and survey records, etc: 54cm (L) X 42cm (W) X 30cm (Depth). (rental – to use for move only)			
3	Flat boxes to fit A0 plans: 2cm(H) 97cm(W) X154cm (L) – Double sided			
4	Boxes for stationery			
5	Relocation of printing paper			
6	Packaging and sealing consumables •Labels and stickers •Bubble Wrap -meters •Buff-tape - rolls •Any other consumables (to specify)			
7	Labour (Number of manpower and rates). •Packing and unpacking of records. •Dismantling and reassembling filing systems. •Loading and offloading of trucks.			
8	Transport costs trucks and mileage			

SSC WC 10 (2024/2025) DALRRD: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PACKAGING MATERIALS, PACK, MOVE AND UNPACK OFFICE RECORDS, INCLUDING STATIONERY, AS WELL AS DISMANTLE, MOVE AND REASSEMBLE FILING SYSTEMS (SHELVING AND BULK FILERS) OF THE DALRRD OFFICES: PROVINCIAL SHARED SERVICE CENTRE (PSSC), REGIONAL LAND CLAIMS COMMISSIONER (RLCC), DEEDS REGISTRY AND SURVEYOR-GENERAL IN CITY OF CAPE TOWN MUNICIPALTY, WESTERN CAPE.

SUMMARY OF THE TOTAL COST

DESCRIPTION	TOTAL COST FOR THE PROJECT
A. PHASE 1 SG OFFICE	R.....
B. PHASE 2 DEEDS OFFICE	R.....
C. PHASE 3 PSSC OFFICE	R.....
D. PHASE 4 RLCC OFFICE	R.....
E. VAT @ 15%	R.....
F. TOTAL BID PRICE ALL INCLUSIVE	R.....

SSC WC 10 (2024/2025) DALRRD: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PACKAGING MATERIALS, PACK, MOVE AND UNPACK OFFICE RECORDS, INCLUDING STATIONERY, AS WELL AS DISMANTLE, MOVE AND REASSEMBLE FILING SYSTEMS (SHELVING AND BULK FILERS) OF THE DALRRD OFFICES: PROVINCIAL SHARED SERVICE CENTRE (PSSC), REGIONAL LAND CLAIMS COMMISSIONER (RLCC), DEEDS REGISTRY AND SURVEYOR-GENERAL IN CITY OF CAPE TOWN MUNICIPALTY, WESTERN CAPE.

PRICING SCHEDULE [SBD 3.3]

NB: FAILURE TO FULLY COMPLETE THIS SBD 3.3 WILL RENDER YOUR PROPOSAL REGARDED AS NON-RESPONSIVE AND WILL THEREFORE NOT BE CONSIDERED FOR FURTHER EVALUATION.

NB! All prices must include assemble/ Installation cost

NB! Quantities are provided on the terms of reference (TOR) and the service provider must determine the number of workforce ,boxes and packaging material required.

BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

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

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

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

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

the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.5 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.
- 3.6 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.
- 3.7 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

SBD 6.1

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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

DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -

- Before 27 April 1994; or
- On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

GENERAL CONDITIONS

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

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

To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

2.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

- 2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.
- 2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.
- 2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.
- 2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:
- 2.10.1 Historically Disadvantaged individuals (HDI):
- **Attach a copy of Identity Document (ID) and company registration document.**
- 2.10.2 Who is female:
- **Attach a copy of Identity Document (ID) and company registration document.**
- 2.10.3 Who has a disability:
- **Attach a certified copy or original doctor's letter confirming the disability.**
- 2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):
- **Attach a copy of Identity Document (ID) and company registration document.**
- 2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.
- 2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality	3		

The number of points claimed for specific goals, are calculated as follow:

I.A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

- **Percentage ownership equity** $\times 8 \div 100 =$ number of points claimed.

II.A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

- **Percentage ownership equity** $\times 5 \div 100 =$ number of points claimed.

III.A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

- **Percentage ownership equity** $\times 2 \div 100 =$ number of points claimed.

IV.A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:

- **Percentage ownership equity** $\times 2 \div 100 =$ number of points claimed.

V.A maximum of 3 points may be allocated to tenderers for locality, on the following basis:

- **Percentage ownership equity** $\times 3 \div 100 =$ number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph

2.12 in full, will result in points for specific goals not to be allocated.

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in

the table in paragraph 2.12 above as may be supported by proof/ documentation stated in the conditions of this tender.

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

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

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

- 4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.
- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

SUB-CONTRACTING

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

YES		NO	
-----	--	----	--

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
.....

iii) Points claimed for HDI by the sub-contractor:

DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PACKAGING MATERIALS, PACK, MOVE AND UNPACK OFFICE RECORDS, INCLUDING STATIONERY, AS WELL AS DISMANTLE, MOVE AND REASSEMBLE FILING SYSTEMS (SHELVING AND BULK FILERS) OF THE DALRRD OFFICES: PROVINCIAL SHARED SERVICE CENTRE (PSSC), REGIONAL LAND CLAIMS COMMISSIONER (RLCC), DEEDS REGISTRY AND SURVEYOR-GENERAL IN CITY OF CAPE TOWN MUNICIPALITY, WESTERN CAPE

1. PURPOSE:

- 1.1 The appointment of a service provider to provide packaging materials, pack, move and unpack office records, including stationery, as well as dismantle, move and reassemble filing systems (shelving and bulk filers) of the DALRRD offices: the Provincial Shared Service Centre (PSSC), Regional Land Claims Commissioner (RLCC), Deeds Registry and Surveyor-General (SG) in City of Cape Town Municipality, Western Cape.

2. BACKGROUND AND DISCUSSION:

- 2.1 The Western Cape Departmental offices of Deeds Registry and the Surveyor General is located at 90 Plein Street, which forms part of the Parliamentary precinct. These offices were to be vacated as far back as 2007; however, securing of offices that can accommodate the requirements for these offices posed challenges. The recent fire at Parliament and the onset of the 7th administration under a Government of National Unity, further intensified the National Department of Public Works and Infrastructure's attempts to secure suitable office space.
- 2.2 Additionally, the offices of the Provincial Shared Service Centre and Regional Land Claims Commission located at 14 Long Street, and the decision was taken to relocate all DALRRD offices into a consolidated space.

2.3 The addresses for the mentioned offices are as follows:

- 2.3.1 Deeds Registry and Surveyor-General: from 90 Plein Street, Cape Town to Foreshore Place, Cnr Adderley and Riebeeck Streets, Cape Town.
- 2.3.2 PSSC and RLCC: from 14 Long Street, Cape Town to Foreshore Place, Cnr Adderley and Riebeeck Streets, Cape Town.

2.4 The office relocation is to be done in phases:

SSC WC 10 (2024/2025) DALRRD: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PACKAGING MATERIALS, PACK, MOVE AND UNPACK OFFICE RECORDS, INCLUDING STATIONERY, AS WELL AS DISMANTLE, MOVE AND REASSEMBLE FILING SYSTEMS (SHELVING AND BULK FILERS) OF THE DALRRD OFFICES: PROVINCIAL SHARED SERVICE CENTRE (PSSC), REGIONAL LAND CLAIMS COMMISSIONER (RLCC), DEEDS REGISTRY AND SURVEYOR-GENERAL IN CITY OF CAPE TOWN MUNICIPALTY, WESTERN CAPE.

- Phase 1 - Surveyor General
 - Phase 2 - Deeds Registry
 - Phase 3 - PSSC
 - Phase 4 - RLCC
- (Dates will be communicated).

The appointed service provider must provide adequate vehicles and manpower to relocate the records and shelving systems in the following time frames:

Office	Packing & dismanteling	Transportation & Unpacking
Surveyor General	07 Days	07 days
Deeds	volumes as mentioned (07 days) The remainder of the records	07 days
Provincial Shared Service Centre	07 days	07 days
Restitution	07 days	07 days

Note: The relocation of the Deeds Office records is to be done in two phases with phase 2 (a) comprising Deeds volumes being 30 days before the relocation and phase 2 (b) the remainder of the Deeds records, seven days before the relocation.

3. DETAILED DESCRIPTION OF THE REQUIRED PACKAGING

3.1 The service provider is required to pack, transfer and unpack the records.

3.2 Requirements of PACKAGING materials:

3.2.1 To fit Z20 files: 255mm(h) X 440mm(L) X 340(W)

3.2.2 To fit Lever Arch files: 280mm(L) X 320mm (H) X 700mm (W)

3.2.3 Flat Boxes to fit A0 plans: 2cm(H) 97cm(W) X154cm (L) – Double sided

3.2.4 Plastic containers with wheels and clip lids for diagrams, deeds volumes and survey records, etc: 54cm (L) X 42cm(W) X 30cm (Depth). Each container can fit approximately 9 Deed volumes.

3.2.5 Packaging and sealing consumables to include, but not limited to, different colour coded labels for each of the four offices (PSSC, RLCC, Deeds Registry, SG), bubble wrap (for A0 plans), and any other packaging and sealing materials required.

3.2.6 Packing and verifying of records to be completed at least 7 days before the relocation.

3.3. The service provider must ensure that there is adequate man-power/work-force present to undertake the task within the required timeframes taking into account the number of records and shelving in accordance with the phases indicated above.

3.4. Work will be overseen by officials from each Branch.

3.5. Working hours will be between 7am to 5pm , inclusive of weekends

3.6. The service provider to indicate in its project plan should there be a need to work after-hours.

4. TRANSPORT

The following requirements needs to be adhered to by the appointed service provider:

- a) All vehicles to be used to must be equipped with fire extinguishers
- b) Shortest route indicated by DALRRD to the relocation premises to be used
- c) All drivers to be in possession of the applicable and valid driver's licence
- d) All vehicles must have applicable licencing and roadworthy certificates.
- e) vehicle should not be left unattended and unlocked
- f) During transportation the vehicle loading compartment must be secured and locked
- g) Drivers not to give lifts or have unauthorised people on board.

- h) In the event of an unscheduled halt, driver to keep all doors locked and report the stop to the DALRRD representative.
- i) Encourage drivers to report anything unusual (any irregularity in loading, locking, sealing, documents, changes in delivery instructions, suspicious delays, people or vehicles, destination, etc.)

5. WORKFORCE

- 5.1 Names, Identity Documents of all workforces involved in the project to be provided on appointment
- 5.2 Workforce rendering services at DALRRD premises to wear identifiable clothing provided by the service provider.

6. OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

- 6.1 The service provider must ensure that all personnel are issued with at least the following protective clothing
- 6.2 Safety shoes
- 6.3 Overalls
- 6.4 Dust mask

7. SCREENING OF SERVICE PROVIDER WORKFORCE

- 7.1 The appointed service provider entire workforce must undergo criminal records checks that will be coordinated by the Department directly after appointment.
- 7.2 The screening results will be communicated to the appointed service provider
- 7.3 Workers found to have criminal records will not be allowed to render any services at DALRRD Premises and the decision of the Department is final.

8. DETAILS OF RECORDS AND FILING SYSTEMS TO BE MOVED

8.1 Below is the quantities of records to be packed , transported and unpacked :

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Chief Directorate	Z20 FILES (THICKNESS OF 2,5CM)	LEVER ARCH FILES	DIAGRAMS, DEEDS VOLUMES SURVEY RECORDS, ETC (TO BE PACKED IN PLASTIC BOXES)	A0 PLANS	STATIONERY BOXES CALCULATED AT 4 TIMES BOXES PER EMPLOYEE	BOXES REQUIRED FOR STATIONARY
Deeds Volumes		3016 (CC)	Volumes: 105 363 Microfilms: 97 667 (300 plastic boxes) SS Files: 20 520	0	5 (library)	
HRM	1600 14 x prepacked boxes with records	20	0	0	800	
Finance	1900 1150 x prepacked boxes with records	55	0	0	0	
SCM	29 47 x prepacked boxes with records	0	0	0		50

SSC WC 10 (2024/2025) DALRRD: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PACKAGING MATERIALS, PACK, MOVE AND UNPACK OFFICE RECORDS, INCLUDING STATIONERY, AS WELL AS DISMANTLE, MOVE AND REASSEMBLE FILING SYSTEMS (SHELVING AND BULK FILERS) OF THE DALRRD OFFICES: PROVINCIAL SHARED SERVICE CENTRE (PSSC), REGIONAL LAND CLAIMS COMMISSIONER (RLCC), DEEDS REGISTRY AND SURVEYOR-GENERAL IN CITY OF CAPE TOWN MUNICIPALTY, WESTERN CAPE.

Surveyor General	22471 plus 332 x prepacked boxes with records	27186	• 3285 Books • 9244 Volumes • 140000 envelopes to hold A4 page survey records	19 267	296	170
Restitution	35 931	1 804	0	0	160	400 x boxes required
PSSC			0	0	600	
RID	695	85	0	1	16	30 x boxes
SPLUM	530	10	0	0	20	4 x boxes 10 x boxes of printing paper
NARYSEC	180	620	0	0	20	5 x boxes required
CED	380	184	0	0	40	16 x boxes of printing paper
HRM	15000	30	0	0	180	20 x boxes of printing paper
SCM PSSC	3 595	7 100	0	0	160	20 x boxes of printing paper
Finance	1240	100	0	0	50	20 x boxes of printing paper
Land Tenure Property Management	1100	1600	0	0	50	50 x boxes of printing paper 10 x boxes required
West Coast District	539	0	0	0	30	10
Total						

8.2 Details of the filing systems to be dismantled, transported and reassembled

Chief Directorate	Movable bulk filers Total and length	Shelving racks Total and length
Deeds Registry	220 cm Length X 120 cm width X 230 cm high (X5) Microfilm Shelves	0
Deeds HRM	1 x (2.10m) movable bulk filers 2 x (3m) movable bulk filers	0
Deeds SCM	0	0
Deeds Finance	0	SHELVING RACK (WOOD)=1 (4.53m LENGTH X 2.10m HEIGHT X 0.60m WIDE). SHELVING RACKS (WOOD)=3 (5.40m LENGTH X 2.10m HEIGHT X 0.46m WIDE). FOUR DRAWER CABINETS (WOOD) = 6 (1.45m HEIGHT X 0,54 LENGTH X 0.52 WIDE).
Surveyor General	0	100 x Metal Shelves. Dimensions (H x W x L) 400mm x 300mm x 900mm stack of 6 high
Restitution 2 nd floor, 14 Long Street	Bulk Filer X1 = 2m Bulk Filer X1 = 4m Bulk filer X2 = 5m Bulk filer X3 = 9m Bulk filer X1 = 6m	Shelving rack 1 = 1m Shelving rack 2 = 1m Shelving rack 3 = 1m Shelving rack 4 = 1m Shelving rack 5 = 1m (Storeroom) Shelving racks 6 – 10 = 5m (Stationery room)

SSC WC 10 (2024/2025) DALRRD: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PACKAGING MATERIALS, PACK, MOVE AND UNPACK OFFICE RECORDS, INCLUDING STATIONERY, AS WELL AS DISMANTLE, MOVE AND REASSEMBLE FILING SYSTEMS (SHELVING AND BULK FILERS) OF THE DALRRD OFFICES: PROVINCIAL SHARED SERVICE CENTRE (PSSC), REGIONAL LAND CLAIMS COMMISSIONER (RLCC), DEEDS REGISTRY AND SURVEYOR-GENERAL IN CITY OF CAPE TOWN MUNICIPALTY, WESTERN CAPE.

PSSC	0	0
RID: 8 th Floor, 14 Long Street		
CED	6 th floor, 14 Long Street 1 X 3M	0
SPLUM	6 th floor, 14 Long Street 1 X 3m	0
NARYSEC	6 th floor, 14 Long Street 1 X 3m	0
HRM	5 th floor, 14 Long Street 1 X 10m 3 x 12.5m 3 X 6m 3 x 5m	0
SCM	3 rd floor, 14 Long Street 1 x 3m 1 x 8 m	0
Finance	3 rd floor: 14 Long Street 1x 10m (3000 File documents in a plastic containers) 2 nd floor: 14 Long Street 2 x 6 m movable shelving	0
Land Tenure	2 x 7m	0
West Coast District	2 x 5 m	0
Total		

Chief Directorate	Movable bulk filers Total and length	Shelving racks Total and length
Deeds Registry	220 cm Length X 120 cm width X 230 cm high (X5) Microfilm Shelves	0
Deeds HRM	1 x (2.10m) movable bulk filers 2 x (3m) movable bulk filers	0

Deeds SCM	0	0
Deeds Finance	0	SHELVING RACK (WOOD)=1 (4.53m LENGTH X 2.10m HEIGHT X 0.60m WIDE). SHELVING RACKS (WOOD)=3 (5.40m LENGTH X 2.10m HEIGHT X 0.46m WIDE). FOUR DRAWER CABINETS (WOOD) = 6 (1.45m HEIGHT X 0,54 LENGTH X 0.52 WIDE).
Surveyor General	0	100 x Metal Shelves. Dimensions (H x W x L) 400mm x 300mm x 900mm stack of 6 high
Restitution 2 nd floor, 14 Long Street	Bulk Filer X1 = 2m Bulk Filer X1 = 4m Bulk filer X2 = 5m Bulk filer X3 = 9m Bulk filer X1 = 6m	Shelving rack 1 = 1m Shelving rack 2 = 1m Shelving rack 3 = 1m Shelving rack 4 = 1m Shelving rack 5 = 1m (Storeroom) Shelving racks 6 – 10 = 5m (Stationery room)
PSSC RID: 8 th Floor, 14 Long Street	0	0
CED	6 th floor, 14 Long Street 1 X 3M	0
SPLUM	6 th floor, 14 Long Street 1 X 3m	0
NARYSEC	6 th floor, 14 Long Street	0

SSC WC 10 (2024/2025) DALRRD: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE PACKAGING MATERIALS, PACK, MOVE AND UNPACK OFFICE RECORDS, INCLUDING STATIONERY, AS WELL AS DISMANTLE, MOVE AND REASSEMBLE FILING SYSTEMS (SHELVING AND BULK FILERS) OF THE DALRRD OFFICES: PROVINCIAL SHARED SERVICE CENTRE (PSSC), REGIONAL LAND CLAIMS COMMISSIONER (RLCC), DEEDS REGISTRY AND SURVEYOR-GENERAL IN CITY OF CAPE TOWN MUNICIPALITY, WESTERN CAPE.

	1 X 3m	
HRM	5 th floor, 14 Long Street 1 X 10m 3 x 12.5m 3 X 6m 3 x 5m	0
SCM	3 rd floor, 14 Long Street 1 x 3m 1 x 8 m	0
Finance	3 rd floor: 14 Long Street 1x 10m (3000 File documents in a plastic containers) 2 nd floor: 14 Long Street 2 x 6 m movable shelving	0
Land Tenure	2 x 7m	0
West Coast District	2 x 5 m	0
Total		

It is the responsibility of the service provider to ensure that all shelving is restored in the same state as it was before dismantling. Any defects found prior or during the dismantling process, must be reported and recorded.

8 EVALUATION FOR MANDATORY CRITERIA

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

8.1 PRE-QUALIFICATION CRITERIA

8.1.1 Fleet and manpower to be utilized for this project should be located in the Western Cape. The Service Provider must provide the company profile indicating the address of the company.

8.2 MANDATORY CRITERIA

8.2.1 Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.

8.2.2 Only duly authorized signatories must sign the original and all copies of the bid offer where required:

8.2.2.1 In the case of a **ONE-PERSON CONCERN** submitting a bid, this shall be clearly stated on the company letterhead.

8.2.2.1.1 In the case of a **COMPANY** submitting a bid, 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.

8.2.2.1.2 In the case of a **CLOSED CORPORATION** submitting a bid, 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.

8.2.2.1.3 In the case of a **PARTNERSHIP** submitting a bid, 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 an authorization shall be included in the Tender.

8.2.2.1.4 In the case of a **JOINT VENTURE** submitting a tender, must include a resolution of each company of the Joint Venture to sign the documents on behalf of the Joint Venture

8.3 Compulsory briefing session meeting and site inspection for both premises of DALRRD office under the move.

8.4 Insurance of no less than R5m

8.5 Sub-contracting

If any of the aspect of the work is sub-contracting, the sub-contractor must also be specialist in the respective field.

8.6 The pricing schedule forms part of the Terms of Reference and must be fully completed.

Note: Any tenderer not complying with the above-mentioned stipulations will be regarded as non-responsive and will therefore not be considered for further evaluation

9. ADMINISTRATIVE REQUIREMENTS

a) Tax Requirements:

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.

- Application for tax compliance status (TCS) or pin may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e- filers through the website www.sars.gov.za.
- Bidders may also submit a printed TCS together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
- Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

b) All SBD forms (SBD4, SBD 6.1) must be fully completed and returned with the bid on the closing date

10. EVALUATION IN TERMS OF FUNCTIONALITY

- 10.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder.
- 10.2 The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 11.3 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- 11.4 Functionality will be evaluated based on the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

The applicable values that will be utilized when scoring each criterion ranges from:

0=No attachment, 1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT												
ABILITY AND CAPABILITY • Experience. • Competency • Track record	1. Company experience: The service providers bidding for the project, must be specialists in packing, transporting and handling official records as well as dismantling and reassembling of shelving systems with at least 5 years’ experience . They are therefore required to provide a company profile and Reference Letters from previous clients where similar relocation projects were completed successfully. Each reference letter must contain the following: 1. clearly indicate the year and month of relocation 2. clearly indicate the volume of records relocated 3. must be in a company letter head, with contact details name and surname of the project officer <table><tr><td>Non-compliance (score 0)</td><td>No Attachment of letter</td></tr><tr><td>Poor (score1)</td><td>Letter spread over 0-2 years</td></tr><tr><td>Average (score 2)</td><td>Letters spread over 2-4 years</td></tr><tr><td>Good (score 3)</td><td>Letters spread over 5 years</td></tr><tr><td>Very Good (score 4)</td><td>Letters spread above 5 years <10yrs</td></tr><tr><td>Excellent (score 5)</td><td>Letters spread >10 years and above.</td></tr></table>	Non-compliance (score 0)	No Attachment of letter	Poor (score1)	Letter spread over 0-2 years	Average (score 2)	Letters spread over 2-4 years	Good (score 3)	Letters spread over 5 years	Very Good (score 4)	Letters spread above 5 years <10yrs	Excellent (score 5)	Letters spread >10 years and above.	40
Non-compliance (score 0)	No Attachment of letter													
Poor (score1)	Letter spread over 0-2 years													
Average (score 2)	Letters spread over 2-4 years													
Good (score 3)	Letters spread over 5 years													
Very Good (score 4)	Letters spread above 5 years <10yrs													
Excellent (score 5)	Letters spread >10 years and above.													
Project implementation plan	The service provider must provide a detailed project implementation plan including the following, but not limited: 1. Activities and tasks 2. Timeframes 3. Deliverables 4. Project Initiation Document 5. Project inception meeting 6. Risk Management Plan 7. Pictures of protective clothing	30												

	<table><tr><td>Non-compliance (score 0)</td><td>No Attachment of Project Implementation Plan</td></tr><tr><td>Poor (score1)</td><td>Proposed Project Implementation Plan including three of the items listed above</td></tr><tr><td>Average (score 2)</td><td>Proposed Project Implementation Plan that includes four of the items listed above</td></tr><tr><td>Good (score 3)</td><td>Proposed Project Implementation Plan that includes all of the items listed above</td></tr><tr><td>Very Good (score 4)</td><td>Project implementation plan that includes all the items listed above and is very comprehensive</td></tr><tr><td>Excellent (score 5)</td><td>Proposed methodology that is covering all items listed above with a Very Good rating and a Contingency plan</td></tr></table>	Non-compliance (score 0)	No Attachment of Project Implementation Plan	Poor (score1)	Proposed Project Implementation Plan including three of the items listed above	Average (score 2)	Proposed Project Implementation Plan that includes four of the items listed above	Good (score 3)	Proposed Project Implementation Plan that includes all of the items listed above	Very Good (score 4)	Project implementation plan that includes all the items listed above and is very comprehensive	Excellent (score 5)	Proposed methodology that is covering all items listed above with a Very Good rating and a Contingency plan	
Non-compliance (score 0)	No Attachment of Project Implementation Plan													
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Very Good (score 4)	Project implementation plan that includes all the items listed above and is very comprehensive													
Excellent (score 5)	Proposed methodology that is covering all items listed above with a Very Good rating and a Contingency plan													
Proposed Methodology	The service provider must provide a detailed comprehensive methodology that includes the following: 1. Labelling of Boxes, 2. Indexing and sequencing, 3. Different colour coding per branch and area where records must be unpacked, 4. Packing and unpacking of records. 5. Man-power / staffing 6. Transportation of records and Shelving 7. Number and type of vehicles to be used in this project 8. Project Close-out Report <table><tr><td>Non-compliance (score 0)</td><td>No Attachment of Proposed methodology</td></tr><tr><td>Poor (score1)</td><td>Proposed methodology that includes three of the items listed above</td></tr><tr><td>Average (score 2)</td><td>Proposed methodology that includes four of the items listed above</td></tr><tr><td>Good (score 3)</td><td>Proposed methodology that includes all of the items listed above</td></tr><tr><td>Very Good (score 4)</td><td>Proposed methodology that is covering all the items listed above and is very comprehensive.</td></tr><tr><td>Excellent (score 5)</td><td>Proposed methodology that is covering all items listed above with a Very Good rating and a Contingency plan</td></tr></table>	Non-compliance (score 0)	No Attachment of Proposed methodology	Poor (score1)	Proposed methodology that includes three of the items listed above	Average (score 2)	Proposed methodology that includes four of the items listed above	Good (score 3)	Proposed methodology that includes all of the items listed above	Very Good (score 4)	Proposed methodology that is covering all the items listed above and is very comprehensive.	Excellent (score 5)	Proposed methodology that is covering all items listed above with a Very Good rating and a Contingency plan	30
Non-compliance (score 0)	No Attachment of Proposed methodology													
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Excellent (score 5)	Proposed methodology that is covering all items listed above with a Very Good rating and a Contingency plan													

TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100	100
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The Bids that fail to achieve a minimum of **70** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (Preference Points System).

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

Apply the 80/20 Preference Point system where a maximum of Eighty (80) tender adjudication points will be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2022

12.2 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

The tender must make sure that they complete the **SBD 6.1** attached so that they can claim the Specific Goals (20) points.

12.3 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.

12.4 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.

12.5 Bidders who wish to claim points in terms of table 4.2 on **SBD 6.1** need to provide proof for each point claimed as guided below:

Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

Who has a disability – **attach doctor's letter confirming the disability**

Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

Specific goal: **Locality** – Promotion of South African owned enterprises with branch in western cape.

Tenders Must Provide One Of The Below:

- I. A **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
- II. A valid lease agreement from the lessor **or**
- III. A letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

13. TERMS AND CONDITIONS OF THE PROPOSAL

- 13.1.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the DALRRD Supply Chain Management general contract conditions.
- 13.1.2 The service provider must be available for the inception meeting directly after appointment; and any other meetings when necessary for the duration of the contract.
- 13.1.3 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.
- 13.1.4 In cases where company, partnership or close corporation don't have capital; the following particulars must be furnished:
 - Full particulars of a registered, reputable financial institute/ company that will assist with the commencement of project e.g., buying material and equipment.
- 13.1.5 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison regarding the daily needs will be through the supervisor and not directly with workers.
- 13.1.6 The Service Provider must arrange the insurance policy with a reputable insurance company **OR** submit documentary proof/ letter of intent/Quotation from registered insurers.

- Premiums must be paid monthly after the award for the duration of the project. Failure to comply DALRRD will reserve the right to pay the premiums and to deduct such payments from money owed by the contractor.
- 13.1.7 Occupational Health and Safety Act and regulations must be adhered to by the appointed service provider.
- 13.1.8 Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 13.1.9 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period the DALRRD may cancel the contract within one month notice.
- 13.2 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- 13.3 The service provider must ensure all personnel working under this contract are provided with personnel protective clothing.
- 13.4 Ensure that the DALRRD is informed of any removal and replacement of personnel for security reasons.
- 13.5 The DALRRD reserves the right to award this contract to more than 1 service providers.
- 13.6 The company and its employees may be subjected to positive security vetting and screening.
- 13.7 By participating in this bid, you are accepting to having your Personal Information published on the websites (DALRRD/National Treasury) for purposes of enhancing Compliance, monitoring, and improving transparency and accountability within Supply Chain Management.

14.PUBLICATION OF BID DOCUMENT

ADVERT PERIOD: 21 days
PUBLICATION DATE: 13 September 2024
CLOSING DATE: 08 October 2024

IT IS THE PROSPECTIVE BIDDER'S RESPONSIBILITY TO ENSURE THAT COURIER DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP PROPOSALS INSIDE THE BID BOX AS NO WAYBILLS WILL BE SIGNED BY OFFICIALS OF THE DALRRD.

15. OBTAINABILITY OF BID DOCUMENT

- 15.1 The bid document will be available upon request through email from Mzubanzim@dalrrd.gov.za and published on the Departmental website and e - tender portal.

16. CONTACT PERSONS

<u>No</u>	<u>Name</u>	<u>Day Contact</u>	<u>Email Address</u>
1	Mr Piri Mntumni	021 409 0523	Mzubanzim@dalrrd.gov.za
2	Mr Sicelo Zwane	021 409 0605	sicelo.zwane@dalrrd.gov.za