



KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
 REPUBLIC OF SOUTH AFRICA

INVITATION OF QUOTATION FROM R1 - R1 MILLION

THIS FORM MUST BE COMPLETED IN DETAIL AND MUST BE ACCOMPANIED BY **A VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT /CSD REPORT**

QUOTATION NUMBER: R/S/2526/264	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 22/05/2025	CLOSING TIME: 11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: TO PROCURE A FIXED TERM CONTRACT 3 YEARS FOR THE STORAGE OF FINANCIAL DOCUMENTS OVER THE CONTRACUAL PERIOD. (See attached spec)	COMPANY NAME: _____ TEL NO: _____ FAX NO: _____ CONTACT PERSON: _____ CSD REG NUMBER MAAA.....
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE IS THE STOCK HELD? (PHYSICAL ADDRESS, PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R
OFFICIAL COMPANY STAMP / COMPANY NAME SIGNATURE OF BIDDER DATE
Quotation to be returned to: Maureen Shabangu Department of Agriculture & Rural Development: 4 PIN OAK AVENUE HILTON 3245 Tel. No: 033 343 8375	
NB: ALL DOCUMENTS PERTAINING THIS QUOTATION MUST BE COMPLETED IN FULL, SIGNED AND RETURNED WITH ALL SUPPORTING DOCUMENTS.	

FOR ENQUIRY ONLY

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	QTY	UNIT PRICE EXCL. VAT		TOTAL PRICE (For duration of 48 Months)	
			R	C	R	C
1	4 year contract for the storage of finance documents- approximately 4,200 boxes at present – approximately 500 additional per year to be stored	48 months storage				
2	1500 boxes and lids to be supplied during the contract period	1 500				
3	New box collection, retrievals, location and handling of 1 500 boxes over 4 years boxes from Department.	1 500				
4	Scanning / Digitization of finance documents (approximate no of pages)	2 708 4 00				
	The service provider must be a registered document storage and managing facility					
NB# This quotation should be submitted with the above valid registration certificate						
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
TOTAL						
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15%						
VAT						
<i>For duration of 48 Months) TOTAL PRICE</i>						
CIDB Grading (IF APPLICABLE):						

TERMS OF REFERENCE

INVITATION TO SERVICE PROVIDERS TO PROVIDE OFFSITE RECORDS/DOCUMENTS DIGITIZATION AND DATA STORAGE FOR THE PERIOD OF FOUR (4) YEARS

1. INTRODUCTION

- 1.1. Achieving and maintaining high levels of growth in the agricultural sector is a key national policy objective that holds a high priority in the programmers of the KwaZulu-Natal Department of Agriculture and Rural Development (DARD) (herein after referred to as Department).
- 1.2. The Department endeavours to contribute to economic employment and the agricultural sector and in the process promote commercialization in the smallholder farm sector, increase opportunities for skilled and relatively unskilled employment, and increase food security. The Department has therefore prioritized the need to assist resource-poor and emerging farmers with fencing requirements.
- 1.3. To meet the needs of our changing client base, the DARD is modernizing. In order for this modernization to be effective, we are looking to make use of skills and goods from experienced and enthusiastic individuals and companies from all disciplines who are interested in contributing towards positive change.

2. BACKGROUND

- 2.1. KwaZulu Natal Department of Agriculture and Rural Development (DARD) generates a large amount of documentation which needs to be stored for legislative compliance off site. The documents include but are not limited to:
 - 2.1.1. Financial documents and system documents

3. SCOPE OF WORKS:

3.1. DETAILED ACTION PLAN

- 3.1.1. Departments Records are currently stored at the off-site storage facility (with the service provider); **the appointed service provider will be responsible for retrieving records from the current storage facility**
- 3.1.2. A detailed work plan for the scanning of documents with milestones and timelines is required

DOCUMENT MANAGEMENT

- 3.2.1. Storage boxes with lids
- 3.2.2. Categorise and create a control list for documents. (As per Department instructions) Retrieve records from the various offices. Label boxes and files.
- 3.2.3. Manage archived files.
- 3.2.4. Protection of consumer data and to ultimately protect consumers from identity theft. POPPI ACT.
- 3.2.5. Hard copy documents must be available within 48 hours of request;
- 3.2.6. Electronic tracking control of documents within the facility
- 3.2.7. DARD require the information to be classified and maintained into a box level. The bidder must provide own labour and transport for the removal of the records
- 3.2.8. As an additional service, service provider to quote on electronic storage/scanning of documents for consideration for ease of accessibility

3.3. FACILITY

- 3.3.1. Facility with controlled access
- 3.3.2. Gas & Fire protection
- 3.3.3. Fireproof storage (min 3 hours rating)
- 3.3.4. Protection against water damage
- 3.3.5. Climate controlled
- 3.3.6. Pest and termite controlled
- 3.3.7. CCTV footage of premises

3.4. TRANSPORTATION

- 3.4.1. Secure transportation of records

3.5. DESTRUCTION OF DOCUMENTS

- 3.5.1. Submitting a list of records for disposal to DARD for consent
- 3.5.2. Ensuring the disposal of records as per legislative prescripts
- 3.5.3. Managing the future disposal of records kept in off-site storage as per the provisions of the Archives Act. Destruction service and a destruction certificate once the destruction is complete

4. **CURRENT NUMBER OF BOXES IN STORAGE**

- 4.1. Total 2,703 boxes in storage

5. SERVICE PROCEDURE REQUIREMENTS

- 5.1. Document storage may not be contracted out to third parties, nor the maintenance and /or expansion of services. To clarify: DARD does not want to deal with third parties, you should be able to do the off-site storage services at your own facilities.
- 5.2. Facility must be within a 100km municipal radius of DARD. The tenderer must be able to prove and confirm the physical address at which the documents will be stored the address must correspond with the registered business address.

6. OCCUPATIONAL HEALTH AND SAFETY

- 6.1. All work shall comply with all applicable national regulation and health requirements, and Occupational Health and Safety Act 85 of 1993.
- 6.2. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

7. PROJECT/CONTRACT DURATION

- 7.1. Based on the proposed project scope, service providers are required to submit proposals that include project time lines.

8. WORKING CONDITIONS

8.1. Equipment

- 8.1.1. The service provider will provide all the required hardware, software, and supporting equipment (scanners, computers, printers etc.).

8.2. Proprietary rights

- 8.2.1. The proprietary right with regard to copyright, patents and any other similar rights that may result from the service rendered by the service provider belong to DARD.
- 8.2.2. The final product of all work done by the service provider, shall at the end of service period, be handed over to DARD.
- 8.2.3. The service provider may not copy documents and/or information of the relevant systems for any other purpose than DARD specific.

Indemnity / Protection / Safeguard

8.3.1. The resources safeguard and set CIPC free to any losses that may occur due to costs, damage, demands, and claims that is the result of injury or death, as well as any damage to property of any or all contracting personnel, that is suffered in any way, while delivering a service to DARD.

8.3.2. The resources safeguard and set DARD free to any or all further claims for losses, costs, damage, demands and legal expenses as to the violation on any patent rights, trademarks or other protected rights on any software or related data used by the resources.

8.4. Government Safety

8.4.1. The resources attention is drawn to the effect of government Safety Legislation. The resources must ensure (be sure) that relevant steps taken to notify the person(s) of this requirement.

8.4.2. The resource must at all times follow the security measures and obey the rules as set by the organization.

8.5. Quality

8.5.1. Identified DARD staff: will subject the quality and standard of service rendered by the service provider to quality control.

8.5.2. Should DARD be of the opinion that the quality of work is not to the required standard/expectation, the service provider will be required to correct the work accordingly. The cost for correction shall be borne by the service provider.

9. COSTING

9.1. Please refer to **ANNEXURE A** for the details below on how pricing should be submitted

9.2. Prospective bidders must submit a bill of quantities clearly indicating the unit costs and any other costs applicable. The onus is upon the prospective bidders to take into account all costs for the duration of the contract period and to **CLEARLY** indicate the price. Note: Service providers will be responsible for all costs e.g. Transportation for ALL activities associated with this bid.

10. PRICING SCHEDULE:

10.1. The price must be all-inclusive.

10.2. We have currently **± 2,700** boxes in storage, to be taken into consideration in the quote.

SUBMISSION OF PROPOSALS

- 11.1. No late proposals will be accepted. All proposals will only be considered if received by the DARD before the closing date and time (as indicated on the cover page).
- 11.2. All proposal submissions are to be clearly subject referenced with the RFQ number and RFQ Description.
- 11.3. Pricing Proposal, Specific Goals claim documentation
- 11.4. Proposals submitted must be signed by a person or persons duly authorised.
- 11.5. Proposals submitted at incorrect location and/or address, will not be accepted for considerations. Proposals received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.
- 11.6. All dates and times in this bid are South African Standard Time. Any time or date in this bid is subject to change at the DARD's discretion.
- 11.7. The establishment of a time or date in this bid does not create an obligation on the part of the DARD to take any action or create any right in any way for any bidder to demand that any action be taken on the date established.
- 11.8. The bidder accepts that, if the DARD extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.
- 11.9. Documents submitted via cloud solutions such as: WeTransfer, Google Drive, Dropbox, etc. will not be considered.
- 11.10. The naming / labelling syntax of files or documents must be short and simple.
- 11.11. The DARD will award the contract to qualified bidder whose proposal is determined to be the most advantageous to the DARD, taking into consideration the technical (functional) solution, price, specific goals and objective criteria if invoked.

SPECIAL TERMS AND CONDITIONS
INVITATION TO SERVICE PROVIDERS TO PROVIDE OFFSITE RECORDS/DOCUMENTS
DIGITIZATION AND DATA STORAGE FOR THE PERIOD OF FOUR (4) YEARS
INTRODUCTION

- (a) Service provider must ensure that they are fully aware of all the Terms and Conditions contained in this quotation document.
- (b) Only service provider that fully meet the prequalification shall be considered.

1. ACCEPTANCE OF QUOTATION

- 1.1. The Department of Agriculture and Rural Development is under no obligation to accept any quotation.

2. AMENDMENT OF CONTRACT

- 2.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Department of Agriculture and Rural Development approval.

3. AWARD

- 3.1. The award will be to one (1) service provider.

4. BASIS AND QUANTITIES

- 4.1. Quantities are reflected **Annexure A** of this quotation document

5. CERTIFICATE OF COMPLIANCE

- 5.1. The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

6. CHANGE OF ADDRESS

- 6.1. Service providers must advise the Department of Agriculture and Rural Development Supply Chain Management, Contract Administration should their ownership or address (*domicilium citandi et executandi*) details change from the time of Quotation doing to the expiry of the contract.

7. COMPETENCY OF THE SERVICE PROVIDER

- 7.1. The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

COUNTER OFFERS

- 8.1. Counter offers shall be considered. However, the request must be made with the representative of the department (Director Facilities or his/her delegate).

9. SERVICE PERFORMED

- 9.1. Service performed must be made in accordance with the instructions appearing on the specification document issued by the department.

10. ENTERING OF DEPARTMENTAL OFFICES

- 10.1. No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless he/ she is accompanied by the responsible official in charge of stores.

11. EQUAL QUOTATIONS

- 11.1. If two or more service provider, Quotation equally, the award shall be decided by the drawing of lots.

12. INVOICING

- 12.1. The submitted invoice by the service provider must be Tax Invoices indicating service performed, the amount of tax charged and the total invoice amount.
- 12.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
 - (b) The name and address of the recipient;
 - (c) A description of the goods or services supplied;

13. IRREGULARITIES

- 13.1. Service providers are encouraged to advise the Department of Agriculture and Rural Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

14. JOINT VENTURES

- 14.1. Should this Quotation be submitted by a joint venture, the joint venture agreement must accompany the Quotation document before the closing date and time of Quotation. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 14.2. Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the Quotation before the closing date and time of Quotation.
- 14.3. The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an

authorised person to represent the joint venture or consortium in all matters relating to this Quotation and the details of the bank account for payments to be effected.

- 14.4. The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

15. LATE QUOTATIONS

- 15.1. Quotations are late if they are received at the address indicated in the Quotation documents after the closing date and time.
- 15.2. A late Quotation shall not be considered and, where practical, shall be returned unopened to the Service provider, accompanied by an explanation.

16. NOTIFICATION OF AWARD OF QUOTATION

- 16.1. The successful service provider shall be notified by appointment letter or purchase Order.

17. PRICING

- 17.1. All prices must be quoted in South African Rand on a fixed price basis, including all applicable taxes. **ANNEXURE A**

18. PAYMENT FOR SUPPLIES AND SERVICES

- 18.1. A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 18.2. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- (i) Contact must be made with the officer-in-charge of the Creditors Office;
 - (ii) If there is no response from the Creditors Office, the Director: Finance must be contacted;
- 18.3. Information as contained on the Central Suppliers Database must be valid/ correct. Non-compliance with Tax Requirements shall affect payment.

19. PERIOD OF CONTRACT

- 19.1. The contract period is a four (04) years contract.

20. PRICE ADJUSTMENTS

- 20.1. This contract is not subjected to price adjustment..

21. QUALITY CONTROL/ TESTING OF PRODUCTS

- 21.1. The Department reserves the right to verify if the service performed, non-compliant with the specification, the department reserves the right to request the service provider to perform according to the specification.
- 21.2. If it is discovered that the items supplied is not in accordance with the specification, the following shall occur:

- (i) Request the service provider to perform according to the specification at no additional Cost;
- (ii) Possible cancellation of (part of) the contract with the contractor;
- (iii) Reporting such negligence by the contractor to the provincial and national treasury for listing on the restricted suppliers' database.

22. SERVICE LEVEL AGREEMENT

- 22.1. Upon award the DARD and the successful bidder will conclude an agreement in line with applicable form of contract (Draft Supplier Agreement) regulating the specific terms and conditions applicable to the services being procured by the DARD.
- 22.2. The DARD reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the DARD or pose a risk to the organisation.

23. SPECIAL CONDITIONS OF CONTRACT

- 23.1. The Quotation is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

24. SUPPLIERS DATABASE REGISTRATION

- 24.1. A service provider submitting an offer must be registered on the Central Suppliers Database at National Treasury. A service provider who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.
- 24.2. A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the Quotation.

NB: IF A SERVICE PROVIDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIERS DATABASE, THE SERVICE PROVIDER SHALL BE DISQUALIFIED.

25. TAX AND DUTIES

- 25.1. If applicable, during quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

TAX COMPLIANCE PIN

- 26.1. The service provider must submit a valid Tax Compliance Pin with the Quotation. Service providers should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 26.2. Where a Tax Compliance Pin is not submitted with the Quotation, the Department shall use the Central Supplier Database to verify the tax matters of the service provider.

27. UNSATISFACTORY PERFORMANCE

- 27.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- (i) The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official shall:
 - (a) Take action in terms of its delegated powers; and
 - (b) Make a recommendation to the Accounting Officer for cancellation of the contract concerned.
 - (ii) When correspondence is addressed to the contractor, reference shall be made to the contract number/item number/s and an explanation of the complaint.

28. VALIDITY PERIOD OF QUOTATION AND EXTENSION THEREOF

- 28.1. The validity (quotation) period for the Quotation shall be 60 days from close of Quotation. However, circumstances may arise whereby the Department may request service providers to extend the validity (binding) period. Should this occur, the Department shall request service providers to extend the validity (binding) period under the same terms and conditions as originally offered for by service providers. This request shall be done before the expiry of the original validity (binding) period.

29. VALUE ADDED TAX (VAT)

- 29.1. Quotation prices must be inclusive of 15% VAT.
- 29.2. Service providers who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1-March 2010) has been exceeded in the past 12-month period. Service providers who meet the above requirement must register as VAT vendors, if successful, within one month of award of the Quotation.
- 29.3. For the purposes of calculating preference points, VAT shall not be considered during quotation process.

COMPANY NAME :

CSD NUMBER :

ADDRESS :

CONTACT PERSON :

CONTACT NUMBER :

*VAT Registration No. (Supplier) -----

Mark one Box (X)

PRICES ARE VALID FOR	DAYS	<div>30</div>	<div>60</div>	<div>90</div>	<div>120</div>
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SIGNATURE.....

DATE.....



KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	R/S/2526/264	CLOSING DATE:	22/05/2025	CLOSING TIME:	11H00
DESCRIPTION	TO PROCURE FIXED TERM CONTRACT 3 YEARS FOR THE STORAGE OF FINANCIAL DOCUMENTS OVER THE CONTRACUAL PERIOD				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
4 PIN OAK AVENUE					
HILTON					
3245					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Maureen Shabangu		CONTACT PERSON	J JOSHUA	
TELEPHONE NUMBER	033 343 8375		TELEPHONE NUMBER	033 3559134	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

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

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

- 2.2.1 If so, furnish particulars:

.....

.....

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

- 2.3.1 If so, furnish particulars:

.....

.....

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bid

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.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

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 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached i.e. Utility Bill, Municipal Councillor's letter applicable for procurement from R1 – R30 000)	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **DARD** in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

- . -