

5/2/2/1- DALRRD 0039(2022/2023)

APPOINTMENT OF A SERVICE PROVIDER TO REMOVE OLD SIGNAGE, PRODUCE, BRAND AND INSTALL NEW SIGNAGE FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT.

CLOSING DATE: 14 DECEMBER 2022

NB: A COMPULSORY BRIEFING SESSION WILL BE ON 28 NOVEMBER 2022.
VENUE: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT BOARDROOM 100E
OLD BUILDING, 184 JEFF MASEMOLA STREET
PRETORIA.
TIME: 11:00

TECHNICAL ENQUIRIES : Mr Fhatuwani Mutangwa
TEL : 012 312 8760
EMAIL : Fhatuwani.Mutangwa@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Abie Olyn/Tshepo Mlambo/ Clifford Mahlase
TEL : (012) 312 9518/9786/9734/8343
EMAIL: abie.olin@dalrrd.gov.za /cliffordm@dalrrd.gov.za
[/tshepo.mlambo@dalrrd.gov.za](mailto:tshepo.mlambo@dalrrd.gov.za)

NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.

TECHNICAL PROPOSAL – PART 1 OF 2

LA 1.1



agriculture, land reform & rural development

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

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

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

BID NUMBER: 5/2/2/1- DALRRD 0039 (2022/2023)

CLOSING TIME: 11H00

CLOSING DATE: 14 DECEMBER 2022

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), SBD1, SBD 3.3, SBD4, SBD6.1, Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 22 NOVEMBER 2022

MAP TO BIDDER BOX (B BOX)

5/2/21- DALRRD 0039(2022/2023) CLOSING DATE: 14 DECEMBER 2022 @ 11:00

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

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

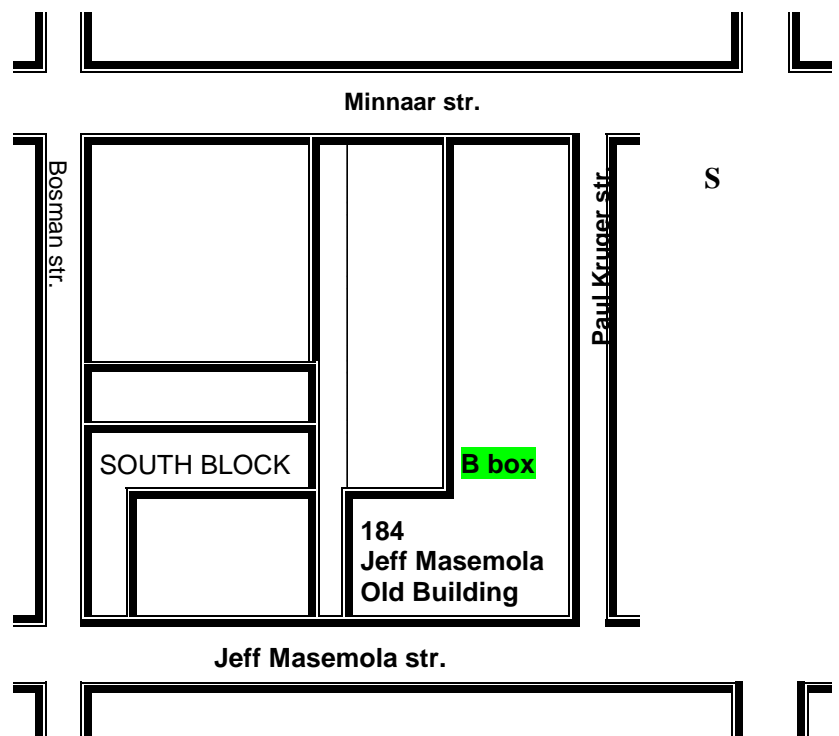
THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

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

DEPARTMENT OF AGRICULTURE,
LAND REFORM AND RURAL
DEVELOPMENT
Acquisition Management
(BIDS)
THE OLD BUILDING 184
JEFF MASEMOLA STREET, PRETORIA,
0001

THE BID BOX OF THE OFFICE OF THE
DEPARTMENT OF AGRICULTURE, LAND
REFORM AND RURAL DEVELOPMENT IS
OPENED 7 DAYS A WEEK FROM 6AM TO
6PM, THE BID BOX WILL BE CLOSED AT
11H00 WHICH IS THE CLOSING TIME OF
BIDS.



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

SUBMIT YOUR BID IN A SEALED ENVELOPE

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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)						
BID NUMBER:	5/2/21- DALRRD 0039 (2022/2023)		CLOSING DATE:	14 DECEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO REMOVE OLD SIGNAGE, PRODUCE, BRAND AND INSTALL NEW SIGNAGE FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT.					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)						
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT						
184 JEFF MASEMOLA STREET						
PRETORIA						
0001						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mr. Abie Olyn/Ms T Mlambo/C Mahlase		CONTACT PERSON	Mr Fhatuwani Mutangwa		
TELEPHONE NUMBER	012 312 9518/8343/9786/8343		TELEPHONE NUMBER	012 312 8760		
FACSIMILE NUMBER			FACSIMILE NUMBER			
E-MAIL ADDRESS	cliffordm@dalrrd.gov.za / abie.olvn@dalrrd.gov.za / tshupo.mlambo@dalrrd.gov.za		E-MAIL ADDRESS	Fhatuwani.Mutangwa@dalrrd.gov.za		
SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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

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.

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 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

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to **exceed / not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

b) Either the 80/20 /90/10 preference point system will be applicable to this tender
Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

(a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1 If yes, indicate:

i) What percentage of the contract will be

- subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

- (C1) Tender No.
- (C2) Tender description:
- (C3) Designated product(s)
- (C4) Tender Authority:
- (C5) Tendering Entity name:
- (C6) Tender Exchange Rate:
- (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula EU GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value	R 0
(C21) Total Exempt imported content	R 0
(C22) Total Tender value net of exempt imported content	R 0
(C23) Total Imported content	R 0
(C24) Total local content	R 0
(C25) Average local content % of tender	

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: _____ Pula _____

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R	0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R	0

(D32) Total imported value by tenderer R 0

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R	0

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

Calculation of foreign currency payments				
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of payments
Local value of payments
(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: _____

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REMOVE OLD SIGNAGE, PRODUCE, BRAND AND INSTALL NEW SIGNAGE FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

1. PURPOSE

- 1.1 To appoint a service provider that will remove old signage where needed, manufacture and brand-new signage and conduct installation at identified premises and spots.

2. BACKGROUND

- 2.1 The President announced the reconfiguration of some national government ministries on 29 May 2019. The reconfiguration resulted in the merging of the Department of Agriculture, Forestry and Fisheries with the Department of Rural Development and Land Reform.
- 2.2 The two merged ministries eventually formed the new Ministry of Agriculture, Land Reform and Rural Development, with the exception for two legs of Forestry and Fisheries, which were transferred into the Department of Environmental Affairs.
- 2.3 The name of the Department of Agriculture, Land Reform and Rural Development (DALRRD) was since proclaimed by the president of the republic.

3. REBRANDING OF DALRRD

- 3.1 The DALRRD subsequently embarked on a process to review its corporate identity and branding (CI) manual to reflect the new ministry and DALRRD brand. The brand architecture model of the DALRRD is that of a single or monolithic model, which encourages sameness within the organisation for a consistent visual presentation.

4. BATHO-PELE PRINCIPLES

- 4.1 The Batho-Pele principles on Access and Information paves way for DALRRD to make readily available its identity and contact details on its premises.
- 4.2 This can be achieved through the placement of such information and contact details on the building signage, and wayfinding.
- 4.3 The signage and wayfinding will benefit walk-in and other service delivery visitors, and the general public who can pass the details of where the departmental services are rendered or obtainable from as placed on the premises to the members of the public in need.

5. SIGNAGE REBRANDING

5.1 The Batho-Pele principles on Access and Information ties in with the rebranding exercise, the signage at the premises of the department are prime brand contact points that should be aligned with the departmental branding trajectory.

6. PROJECT SCOPE OF WORK

6.1 The service provider/s will be required to remove old signage, design artwork, produce, brand and install new ones:

- **Signage and wayfinding** including pylons, name plates, parking, warning signs, building/ wall wraps, cut-out lettering, acrylic signage, lightboxes, directional signs and related.

6.2 Proper specifications containing delivery deadlines, quantity, size, and artwork for the printing will be provided. Overall the service provider(s) will be responsible for ensuring that the printed materials are in accordance with the prescribed specifications and delivery timelines.

The department will provide service provider(s) with a project brief:

- Specifications detailing the type of service to be rendered or required.
- Deadlines for delivering of a specific product (delivery time frames)

6.3 Service providers will also be required to:

6.4 Deliver product of high quality;

- Adhere to a delivery timeframe (in some instances the time frame will be on a very short notice); and
- Meet any other additional requirements that may be part of the project brief.

Deliver projects within the agreed cost/budget (Service providers will be required to seek prior approval for any deviation/additional cost that may be incurred during the execution of a specific project).

6.5 Appointed service provider will be expected to fix/ maintain any material defects that may occur within the 12 months period upon installation. This only applies to external signage.


6.6 All material used for signage and installation must be of highest quality to withstand harsh weather and environmental conditions.



6.7 It is the responsibility of the appointed service provider to appoint a qualified electrician.




6.8 Signage contractor to ensure all electrical connections are to local authority regulations/ specification and to supply client with C.O.C (certificate of compliance) upon completion of installation.

7. PROJECT DELIVERABLES

- 7.1 The service provider will be required to remove old signage, produce, brand and install new ones as per the specifications.
- 7.2 The appointed service provider will furnish the Department with the C.O.C upon completion of the electrical wiring and installation.
- 7.3 The specification is as follows:

Specifications	Quantity
<p>Please note that the following signages listed will be allocated according to the number of offices/districts in each province:</p> <p>(a) Illuminated Outdoor Double-sided Pylon</p> <ul style="list-style-type: none"> - Aluminum structure frame mounted onto the ground - Curved face both sides - Frame size incl. underground surface: approximately 3.5 m height x 2.5 m width - Printed cover size from ground level up: approximately 3 m height x 2 m width - Full colour branding, logo (departmental information – graphics, address, telephones no) - Perspex cut through aluminium plate - Engraved digital print <p>NB: 9 will require electrical cabling of some estimated 15 meter distance from electrical point.</p> <div style="text-align: center;">  </div>	<p>KZN: 4 LP: 3 MP: 3 FS: 3 NC: 3 EC: 4 WC: 3 NW: 3 GP: 2 TOTAL 25</p>
<p>(b) Illuminated Outdoor Single-sided Pylon</p> <ul style="list-style-type: none"> - Aluminum structure frame mounted onto the ground - Curved face both sides - Frame size incl. underground surface: approximately 3.5 m height x 2.5 m width - Printed cover size from ground level up: approximately 3 m height x 2 m width - Full colour branding, logo (departmental information – graphics, address, telephones no) - Perspex cut through aluminium plate - Engraved digital print <p>NB: 2 require electrical cabling of some estimated 15 meter distance from electrical point.</p>	<p>KZN: 1 LP: 1 EC: 1 WC: 1 NW: 1 Total: 5</p>
<p>(c) Lightbox</p> <ul style="list-style-type: none"> - Material: Aluminium and durable Perspex board 	<p>KZN: 3</p>

<ul style="list-style-type: none"> - Ground Mounted with steel poles - Curved – face - Single-faced - Full colour branding, logo (departmental information – graphics, address, telephones no) - Engraved digital printing - Size: 3m w x 2m h excluding underground steel size <p>NB: 4 will require electrical cabling of some estimated 6-meter distance from electrical point. The stipulated minimum threshold percentage for local production and content for electrical cables is 90%</p> <div style="text-align: center;">  </div>	<p>LP: 2 MP: 2 FS: 1 NC: 1 EC: 2 WC: 2 NW: 1 GP: 1 Total: 15</p>
<p>(d) Lightbox</p> <ul style="list-style-type: none"> - Material: Aluminium and durable Perspex board - Wall-mounted - Single-faced - Curved - face - Full colour branding, logo (departmental information – graphics, address, telephones no) - Engraved digital printing - Size: 3m w x 2m h <p>NB: 8 will require electrical cabling of some estimated 6-meter distance from electrical point. The stipulated minimum threshold percentage for local production and content for electrical cables is 90%</p> <div style="text-align: center;">  </div>	<p>KZN: 4 LP: 2 MP: 2 FS: 2 NC: 1 EC: 2 WC: 3 NW: 2 GP: 2 Total: 20</p>
<p>(e) Chromadek (wall-mounted)</p> <ul style="list-style-type: none"> - Mounted on the building wall - Size: 3m w x 2m w - Curved -face - Full colour branding, logo (departmental information – graphics, address, telephones no) - Engraved digital printing 	<p>KZN: 37 LP: 16 MP: 16 FS: 16 NC: 16 EC: 16</p>

		<p>WC: 16 NW: 16 GP: 16 Total: 165</p>
<p>(f) Chromadek (ground-mounted)</p> <ul style="list-style-type: none"> - 2 x Steel poles mounted on the ground - Approximately 6 metre height including underground surface - Size of board: 3m w x 2m w - Curved -face - Full colour branding, logo (departmental information – graphics, address, telephones no) - Engraved digital printing 		<p>KZN: 15 LP: 10 MP: 10 FS: 10 NC: 10 EC: 10 WC: 10 NW: 10 GP: 5 Total: 90</p>
<p>(g) Building wrap</p> <ul style="list-style-type: none"> - Aluminum structure/ frame to be mounted on the walls - Size: 16 meter height X 5 metre width - PVC/wall banner affixed on the structure/frame - Mounted on the departmental wall - Logo (including coat of arms) - Name of the Department and other full colour content and departmental information - Flat face - Full colour digital printing on face 		<p>KZN: 1 MP: 1 FS: 1 EC: 1 WC: 1 Total: 5</p>
<p>(h) Cut-out lettering 3D</p> <ul style="list-style-type: none"> - Aluminum cut-out lettering - Word: Agriculture, Land Reform and Rural Development - Estimate height of placement: 10 metres 		<p>KZN: 4 LP: 2 MP: 2 FS: 2</p>



NC: 1
 EC: 2
 WC: 3
 NW: 2
 GP: 2
Total: 20

(i) Reception Acrylic signage



ZN: 15
 LP: 10
 MP: 10
 FS: 10
 NC: 10
 EC: 10
 WC: 10
 NW: 10
 GP: 5
Total: 90

Thickness:	1/8" or 0.125" (all) 1/4" or 0.25" (clear, white, black, frosted)	Material Finish:	Clear, opaque, frosted and mirror, with matte printing
Weight:	0.750 lbs/sq ft 1.200 lbs/sq ft	Drilled Holes:	4 corners, top and bottom center, top corners only, 4 corners and top and bottom center, right & left center drilled holes
Min Size:	4"x4"	Printing Options:	Standard, second surface, single- sided, double-sided
Max Size:	48"x96"	Cutting Options:	Standard, overline, outline, rounded
Common Sizes:	12"x24", 18"x24", 24"x36", custom	Installation:	Silver or gold standoffs, suction cup and hook, command strips, easel backs
Shape:	Rectangle, circle, square, custom	Lifespan (Indoor/Outd oor):	15+ years / 5+ years

(j) Parking Name plates

- Aluminium Frame (sample available)
- Size: 160mm x 420mm
- Printing on 300 gsm, white gloss paper to be applied on frame
- Colour: full colour, one side only
- Finish: UV varnish, one side only

KZN: 300
LP: 150
MP: 150
FS: 150
NC: 150
EC: 150
WC: 150
NW: 150
GP: 150
Total: 1 500

MATERIAL SPECIFICATIONS

Electrical Specifications:

- Signage contractor to ensure that all neon sign sections (if specified) are connected to an appropriately placed fireman's switch supplied by signage contractor
- All electrical work to comply with relevant SABS standards
- All electrical connections together with electrical commissioning to be by the signage contractor upon installation (subject to power provisions being made timeously by the client)
- Power requirements to be forwarded to the client by the signage contractor

All illuminated signage must be electrically connected by the registered professional electrician, and a compliance certificate must be furnished to the department upon completion of the installation.

Aluminium Specifications:

- All aluminium to be primed prior to application of paint finish
- All aluminium to be free of defect, burrs, scratches and dents
- All aluminium and fixings to subscribe to relevant SABS standards
- All sign framework to be aluminium, unless otherwise specified
- All cut-outs to be smoothed

Steel Specifications

- **The stipulated minimum threshold percentage for local production and content for electrical cables is 100%)**
- All steel components and structural steel to be mild steel, hot dip galvanised prior to assembly. This includes all fixings and holding-down bolts. This excludes the reinforcing mesh in any cast foundations
- All galvanizing to be in accordance with client specification; galvanising certificates to be issued to client
- Before galvanizing, the structure must be brushed and cleaned
- Steel to be primed post galvanising and prior to painting in strict accordance with supplier's written specifications
- All support structures, ie poles and fins to be mild steel, hot-dip galvanized
- The poles must painted in black

Structural Specifications

- All structural work to be designed, signed off and approved by Pr Eng
- All structural design drawings, calculations, reports and associated documentation to be actioned by signage contractor's Pr Eng and supplied to client, prior to setting work in hand

Vinyl/Copy Specifications

- Vinyl products used can be Arlon, 3M and Avery 7-year vinyl with suppliers guarantees, and to Client-approved colours
- Application to be strictly to manufacturer's/ supplier's written specification
- Vinyl application to be smooth, free of lifting, air bubble and dust, etc
- Signage contractor to ensure that registered version of specified FONT is purchased and implemented

Fixing/ maintenance Specifications

- All fixings and electrical connections to be concealed/invisible, unless otherwise specified
- Fixing or placing of dissimilar metal materials adjacent to each other must allow for a separation layer (to approved samples), to negate against corrosion and galvanic action
- Separation layer to be nylon washers on both aluminum and galvanised steel surfaces
- Aluminum fasteners must be used on all cladding
- Fasteners shall include synthetic washers that seal the drilled hole from both the external and internal environments. Where the screws or bolts are visible, they will be countersunk

8. EVALUATION IN TERMS OF LOCAL PRODUCTION AND CONTENT AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS 2017.

8.1 Local content (**SBD 6.2**) form is completed

8.2 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

9. EVALUATION IN TERMS OF MANDATORY REQUIREMENTS

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

9.1 Attendance of a compulsory briefing session

9.2 A fully completed pricing schedule on the prescribed template must be submitted, (i.e. SBD 3 – pricing schedule) (**NB: NO OTHER PRICING TEMPLATE WILL BE ACCEPTED**)

10. PREMISES AND ADDRESSES

Delivery will be made at the below mentioned addresses.

PROVINCE	LOCATION & STATUS	OWNERSHIP
Eastern Cape	Block F and H (East London) (Ocean Terrace)	State-owned
	Grootfontein Agricultural Development Institute (GADI) (Middelburg – Port Elizabeth)	State-owned
	Amathole Regional Shared Services Centre Currently: Permanent Building, Cnr Terminus and Oxford Streets, East London	Leased
	Deeds Office: King Williams Town (113 Alexandra Road)	State-owned
	Surveyor-General: Eastern Cape Waverley Office Park, East London	Leased
	Unit 7: Inspection Services (Unit 7) Unit 9: Land Soil Management Unit 3B: Small Holder Farmers Production & Subsistence Farming 9 Arundel Crescent, Stirling, East London	Leased
	Regional Land Claims Commissioner (RLCC) Beacon Bay Crossing Centre, East London	Leased
	Sarah Baartman and Nelson Mandela Bay Regional Shared Services Centres	Leased
	Regional Shared Services Centre (RSSC) Fairview Office Park (Investec Building) 2nd Floor, 66 Ring Road, Port Elizabeth	Leased
	Chris Hani and Joe Gqabi Regional Shared Services Centres	Leased
	Regional Shared Services Centre (RSSC) Erf 1394 & 1397, 66 Prince Alfred Street, Queenstown	Leased
	Alfred Nzo and OR Tambo Regional Shared Services Centres Lawulo Mhlababa Building, 40 Blakeway Road, Mthatha	Leased
	Deeds Office: King Williams Town Botha Sigcawu Building, cnr Leeds and Owen Street, Mthatha	Leased
Limpopo	Provincial SSC Premises Koos Smit Building, 61 Biccard Street, Polokwane ABSA Building, 70 Hans van Rensburg Street, Polokwane	Leased

	Animal Health (Alldays) (Saamboubrug, SAPS, Maasstroom)	State-owned
	Animal Health (Thabazimbi) (The Farm Cumberland)	State-owned
	Animal Health (Musina) (Magistrate building, 1 Flax Avenue, Musina)	State-owned
	Infrastructure Support (Modimolle) (Complex: Agri Land & environment Boredepot, Thabo Mbeki Avenue, Nylstroom)	State-owned
	Deeds & Surveyor-General Offices 101 Dorp Street, Polokwane	Leased
	Vhembe Distric Office Regional Shared Services Centre BA 62, Old Mutual Building, Thohoyandou	Leased
	Sekhukhune District Office Regional Shared Services Centre Manaila House, Mamone Road, Jane Furse	Leased
	Mopane District Office	Leased
	Waterberg District Office Regional Shared Services Centre NTK Building, No. 4 Limpopo Street, Modimolle	Leased
Capricorn Distric Office	Leased	
	SPLUM Empire Place, 106 Hans van Rensburg Street, Polokwane	Leased
	Inspection Service Land and Soil Management Subsistence Farming Small Holder Farmers Production Old Mutual Building, 78 Hans van Rensburg Street, Polokwane	Leased
Mpumalanga	PSSC Office Baterleur Building, Nelspruit)	Leased
	Animal Health (Hectorspruit) (103 Kiaat Street, Hectorspruit)	State-owned
	Animal Health (Skukuza) (Skukuza Veterinary Research Centre)	State-owned
	Gert Sibande District Office (Ramalco Building, Piet Retief)	Leased
	eHlanzeni District Office Regional Shared Services Centre (Home Affairs Building, 23 Henshall Street, Nelspruit)	Leased
	Surveyor-General Medcen Building, 14 Henshall Street, Nelspruit)	Leased
	Regional Shared Services Centre (RSSC) Saveways Shopping Centre, Witbank	Leased
North West	PSSC Office MegaCity (Mahikeng)	Leased
	Small Holder Farmers Production (SHFP) & Land Soil	State-owned

	Management (LSM) (Potchefstroom)	
	Inspection Services Buffelspoort Plant Quarantine Station Mooinooi	State-owned
	Dr Ruth Mompoti District Office RSSC Prime Space Plaza, 52 Market Street, Vryburg	Leased
	Bojanal Distric Office RSSC 138 Leyds Street, Rustenburg	Leased
	Ngaka Modiri Molema District Office RSSC 1 Station Road, Mafikeng	Leased
	Dr Kenneth Kaunda District Office RSSC PC Pelsers Building, Klerksdorp	State-owned
	Deeds Office – Vryburg	State-owned
KZN	KZN PSSc Office	Leased
	Animal Health (Pongola) (House, 162 Gezina Kruger Street, Pongolo)	State-owned
	Deeds & Surveyor-General (Pietermaritzburg)	State-owned
	Richards Bay District RSSC (Lakeview Terrace: Richards Bay)	Leased
	Ladysmith District Office (49 Beacon Street Building)	State-owned
	Newcastle District Office Regional Shared Services Centre Erf 617, 46 Voortrekker Street, Newcastle	Leased
	Vryheid District Office RSSC (158-160 High Street, Vryheid)	Leased
	Port shepstone District Office Regional Shared Services Centre (Erf 442: Shop 2, 41 Bisset Street, Port Shepstone)	Leased
	Pietermaritzburg District Office	Leased
	Agriculture Inputs Control Small Holder Farmers Production Land Soil Management (Laager Centre, Pietermaritzburg)	Leased
	Inspection Services King Shaka International Airport	Leased
	Inspection Services (John Ross House, Durban)	Leased
	Western Cape	Western Cape PPSC (14 Long Street, Cape Town)
Inspection Services, Import and Export Control (Cape Town) (Customs House)		State-owned
Genetic Resources (Stellenbosch) (Vredehuis)		State-owned

	Inspection Services (Milnerton)	State-owned
	Plant Quarantine Station (Stellenbosch)	State-owned
	West Coast District Office RSSC Criterion Building, 9 Main Road, Clanwilliam	Lease
	Central Karoo District Office	State-owned
	Garden Route District Office	State-owned
	Overberg District Office RSSC 38 Long Street, Bredasdorp	Leased
	Cape Winelands District Office RSSC The Pastorie, 59 Baring Street, Worcester	Leased
	Mowbray National Geomatics Management Services (Van der Ster Building)	State-owned
	Beaufort West District Office (Beaufort West Magistrate Complex)	State-owned
	Stellenbosch District Office (15 Mark Street, Stellenbosch)	State-owned
	Inspection Services & Agriculture Inputs Control Seppie Greeff Building, Oudtshoorn	Leased
	Free State	SA Eagle Building PSSC
	Inspection Services (Bloemfontein) Old SABS Building, 116 Church Street, Oranjesig, Bloemfontein	State-owned
	Agriculture Inputs Control Land and Soil Management Small Holder Farmers Production Financial Accounting (Bloemfontein) Omni Building, Bloemfontein	Leased
	SARS building (Deeds) Bloemfontein	State-owned
	Regional Land Claims Commissioner (RLCC) 140 Zastron Street, Bloemfontein	Leased
	OMNI Building (Bloemfontein) (SPLUM AND Surveyor-General)	Leased
	Lejweleputswa District Office (Welkom Office, Tulbagh House)	Leased
	Thabo Mofutsanyane Distric Office (Bethlehem) RSSC Nedbank Building, 17 Boshoff Street, Bethlehem	Leased

	Fezile Dabi District Office (Sasolburg) RSSC Fichard Building, Sasolburg	Leased
Gauteng	Inspection Services (Kempton Park) Animal Quarantine Station, Farm Witkoppies 64IR, Bonaero Park, Kempton Park	State-owned
	Inspection Services Trust Bank Building, Kempton Park	Leased
	Deeds Johannesburg	Leased
	Infrastructure Support, Water Use and Irrigation (WUID) Koedoespoort	State-owned
	Genetic Resources Plant Production Variety Control (Roodeplaat)	State-owned
	Inspection Services 140 Hamilton Forum (African Footprint House), Arcadia, Pretoria	Leased
	Regional Land Claims Commissioner: Gauteng Bailey National Road Safety Building, Arcadia, Pretoria	State-owned
Northern Cape	Climate Change and Disaster Risk Reduction (Locust Control) & Inspection Services (Upington)	State-owned
	Agriculture Inputs Control (Upington)	State-owned
	Land and Soil Management & Subsistence Farming (Kimberley)	Leased
	Deeds (Kimberley) New Public Building	State-owned
	Climate Change and Disaster Risk Reduction (Locust Control) Locust Control Depot, Portion of Erf 268, De Aar	Leased
	SPLUM Flaxley House, Kimberley	Leased
	RLCC Crescent House, Kimberley	Leased
	RSSC 11 Robinson Street, Upington	Leased

11. PROJECT MANAGEMENT

- 11.1 The appointed service provider(s) shall be given instructions by, or shall report to the appointed project manager.
- 11.2 The service providers(s) will be managed by the appointed project manager in consultation with Contract Management unit)

12. EVALUATION IN TERMS OF FUNCTIONALITY

12.1 FIRST STAGE - EVALUATION OF FUNCTIONALITY

The evaluation of the functionality will be evaluated individually by members of Bid Evaluation Committee in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criterion ranges from 1 being poor, 2 average, 3 being good, 4 very good and 5 being excellent.

NO	CRITERIA	WEIGHT
1. ABILITY • Capacity	<p>A company must have a minimum of 10 years' experience in the design and installation of indoor and outdoor signage.</p> <p>Attach a company profile with detailed scope and experience.</p> <ul style="list-style-type: none"> • <i>A company with less than 3 years' experience in the design and installation of outdoor signage. - Poor (score 1)</i> • <i>A company with more than 4 years but less than 9 years' in the design and installation of outdoor signage. - Average (score 2)</i> • <i>A company with 10 years' experience in the design and installation of outdoor signage. - Good (score 3)</i> • <i>A company with more than 10 years but less than 12 years' experience in the design and installation of outdoor signage. - Very Good (score 4)</i> • <i>A company with more than 12 years' experience in the design and installation of outdoor signage. - Excellent (score 5)</i> 	40
2. Project Value	<p>Project Value: Company must have managed a combined signage project with a minimum value of R1m in the past 10 years. Attach signed and stamped letters/ testimonials with company logos, date stamp and project values as reference.</p> <ul style="list-style-type: none"> • <i>A combined project value of the design and installation of indoor and outdoor signage for less than R499 999 - Poor (score 1)</i> • <i>A combined project value of the design and installation of indoor and outdoor signage from R500 000 – R999 999 - Average (score 2)</i> • <i>A combined project value of the design and installation of indoor and outdoor signage for R1m Good (score 3)</i> • <i>A combined project value of the design and installation of indoor and outdoor signage more than R1m to R2m Very Good (score 4)</i> • <i>A combined project value of the design and installation of indoor and outdoor signage for more than R2m - Excellent (score 5)</i> 	40

3. Proposed methodology and delivery on product/services bidding for:	<p>Proposed methodology to be used in this project will be as follows:</p> <ul style="list-style-type: none"> - Product/Service delivery - approach (how will the bidder approach the project brief with Quality assurance plan - Project plan on how the bidder will approach the project. • <i>Methodology and proposed plan do not outline the requirements as specified in the ToR - Poor (score 1)</i> • <i>Methodology and proposed plan inadequately and poorly addressed the requirements in the ToR - Average (score 2)</i> • <i>Methodology and proposed plan adequately address most of the requirements in the ToR - Good (score 3)</i> • <i>Methodology and proposed plan specify the manner in which the project will be delivered and indicate additional value adds– Very good - Very Good (score 4)</i> • <i>Methodology and proposed plan exceptionally specify the manner in which the project will be delivered and indicate additional value adds– Excellent (score 5)</i> 	20
TOTAL FUNCTIONALITY		100

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 second stage.

12.2 SECOND STAGE EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM

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

12.1.1 Calculation of points for price

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

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

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

B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 12.1.3 In order to claim B-BBEE points in accordance with the above table of B-BBEE Status Level of Contributor, service providers must submit proof of their B-BBEE Status Level Verification Certificate.
- 12.1.4 Service providers who do not submit B-BBEE Status level verification certificates or are non-compliant contributors to B-BBEE, do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process.
- 12.1.5 A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

13. TERMS AND CONDITIONS OF THE BID

- 13.1 The appointed Service Provider will enter into a service level agreement with the Department, prior to commencement of the contract.
- 13.2 The appointment process will be subject to the service provider's express acceptance of the DALRRD Supply Chain Management's general contract conditions.
- 13.3 Awarding of the bid will be subject to the Service Provider's acceptance of the Department Terms and Conditions
- 13.4 The Department reserves the right to terminate the contract if any of the requirements as set out in the Terms of Reference and the Service Level Agreement are not met.
- 13.5 This proposal is not an offer to purchase any services or materials, and the Department will not incur or be liable for any costs associated with the preparation of this proposal.
- 13.6 This request for proposal has been prepared by Department and is being furnished to those potential Suppliers who might prepare a proposal to address the business requirements.
- 13.7 The information contained in this request for proposal, has been prepared to guide interested parties in making their own evaluation, and does not purport to contain all the information that a Supplier may require.
- 13.8 While every attempt will be made to provide thorough, accurate information, Department shall have no liability for any inaccuracies that may be contained in request for proposal, or any accidental omissions from this request for proposal.
- 13.9 Nothing contained in this request for proposal can be relied upon as a commitment, guarantee or representation regarding further events or performance.
- 13.10 Apart from any special conditions stipulated herein, the conditions of the General Conditions of Contract (GCC) shall apply.
- 13.11 The department may at its sole discretion, award an assignment or any part thereof to more than one service providers

- 13.12 Payments will only be made for acceptable work completed and delivered
- 13.13 Any deviation from the project plan should be put in writing and signed by the project manager
- 13.14 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 13.15 The department reserves the right to terminate the contract with any service provider on a panel in the event that there is clear evidence of non-performance.
- 13.16 Failure to comply with any of these conditions will invalidate the proposal of the service provider.
- 13.17 The department reserves the right not to award the bid, or to various service providers.
- 13.18 In the event that not all the quantities or items have been supplied and installed, the service provider may only bill for payment the quantities or items they have supplied and installed for a part-payment to be affected.

14. CONTACT PERSON FOR TECHNICAL ENQUIRIES

All enquiries related to this bid call must be forwarded to:

Mr Fhatuwani Mutangwa
Marketing and Brand Management
Contact: 012 312 8760
Email: Fhatuwani.Mutangwa@dalrrd.gov.za

Or Supply Chain Management Enquiries

CONTACT PERSONS FOR BID ENQUIRIES

Mr Abie Olyn
Supply Chain Management
Tel: 012 312 9518
Email: Abie.Olyn@dalrrd.gov.za

5/2/2/1- DALRRD 0039(2022/2023)

APPOINTMENT OF A SERVICE PROVIDER TO REMOVE OLD SIGNAGE, PRODUCE, BRAND AND INSTALL NEW SIGNAGE FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT.

CLOSING DATE: 14 DECEMBER 2022

NB: A COMPULSORY BRIEFING SESSION WILL BE ON 28 NOVEMBER 2022.
VENUE: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT. BOARDROOM 100E
OLD BUILDING, 184 JEFF MASEMOLA STREET
PRETORIA
TIME: 11:00

TECHNICAL ENQUIRIES : Mr Fhatuwani Mutangwa
TEL : 012 312 8760
EMAIL : Fhatuwani.Mutangwa@dalrrd.gov.za
BID RELATED ENQUIRIES : Mr. Abie Olyn/ Ms Tshep Mlambo/Mr Clifford Mahlase
TEL : (012) 312 9518/9786/9734/8343
EMAIL: abie.olin@dalrrd.gov.za /cliffordm@dalrrd.gov.za
[/tshepo.mlambo@dalrrd.gov.za/](mailto:tshepo.mlambo@dalrrd.gov.za)

NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.

FINANCIAL PROPOSAL – PART 2 OF 2

DALRRD 0035 (2022-23)

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITH THE REMOVAL, PRODUCTION, BRANDING OF NEW SIGNAGE

NAME OF BIDDER:BID NO.: DALRRD -0035 (2022-2023)

CLOSING TIME: 11:00 ON THE 14 DECEMBER 2022

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate rates based on the total Estimated cost for all the activities and including expenses inclusive of VAT for the project.

3 TOTAL BID PRICE R.....

DESCRIPTION AS PER SCOPE OF WORK	QUANTITY	UNIT COST
Double-sided Pylons	25	Double-sided Pylons

DESCRIPTION AS PER SCOPE OF WORK	QUANTITY	UNIT COST
Cables Double-sided Pylons (15-meter distance from electrical point)	9	R.....
Single-sided Pylons	5	R.....
Cables for Single-sided Pylons (15-meter distance from electrical point)	2	R.....
Lightboxes, wall-mounted	20	R.....
Cables for Lightboxes, wall-mounted (6-meter distance from electrical point)	8	R.....
Lightboxes, ground-mounted (with steel poles)	15	R.....
Cables for Lightboxes, ground-mounted (with steel poles) (25-meter distance from electrical point)	4	R.....
Chromadec signs, wall-mounted	165	R.....
Chromadec signs, ground-mounted (with steel poles)	90	R.....
Building Wraps	5	R.....
Reception Acrylic signage	90	R.....
Cut-out lettering signage	20	R.....
Parking plates (sample available)	1500	R.....
TOTAL COST EXCLUDING VAT		R.....
		R.....

DESCRIPTION AS PER SCOPE OF WORK	QUANTITY	UNIT COST
VAT 15%		
TOTAL COST INCLUDING VAT		R.....

NB: prices must be fixed for the duration of the contract. The total Bid price must be inclusive of all cost (eg. traveling, accommodation and flights).

5. Period required for commencement with project after acceptance of bid
6. Estimated man-days for completion of project
7. Are the rates quoted firm for the full period of contract?
8. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
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Any enquiries regarding bidding procedures may be directed to the –

- 1.1. **Technical enquiries**
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Marketing and Brand Management
Contact no: 012 312 8760
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- 1.2. **Bids enquiries**
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Supply Chain Management
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