

5/2/2/1- DALRRD 0044 (2022/2023)

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND PLACE RECRUITMENT ADVERTISEMENTS IN THE MEDIA, AND TO RENDER A RESPONSE HANDLING SERVICE FOR THE DALRRD FOR A PERIOD OF 36 MONTHS.

CLOSING DATE: 25 JANUARY 2023

NB:COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE: 14 DECEMBER 2022

TIME: 10:00

**VENUE: 184 JEFF MASEMOLA, OLD BUILDING
100E BOARDROOM**

TECHNICAL ENQUIRIES : Ms. Kribashnee Goolamhoosen
TEL : (012) 312 8225
EMAIL : Kribashnee.Goolamhoosen@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Abie Olyn/Ms. Kedumetse Modise
TEL : (012) 312 9518/9786/9734/871/ 8275
EMAIL: kedumetse.modise@dalrrd.gov.za; abie.olyn@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.

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 Abie Olyn: **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 0044 (2022/2023)

CLOSING TIME: 11H00

CLOSING DATE: 25 JANUARY 2023

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: 08 DECEMBER 2022

MAP TO BIDDER BOX (B BOX)

5/2/21- DALRRD-0044 (2022/2023) CLOSING DATE: 25 JANUARY 2023 @ 11:00

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

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

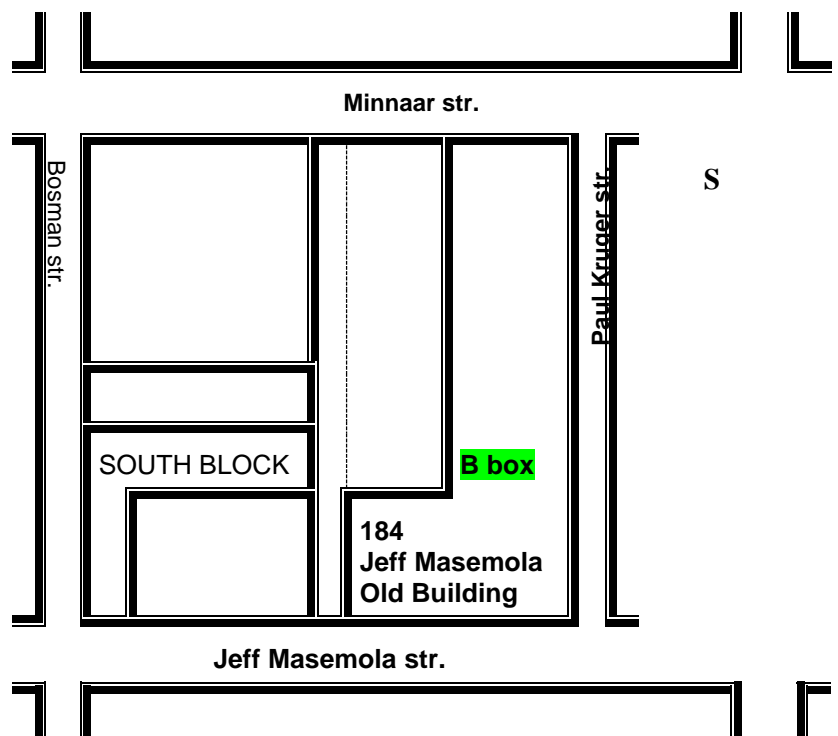
THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

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

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

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

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



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

SUBMIT YOUR BID IN A SEALED ENVELOPE

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	<p>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).</p> <p>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.</p>

- 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-0044(2022/2023)			CLOSING DATE:	25 JANUARY 2023		CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND PLACE RECRUITMENT ADVERTISEMENTS IN THE MEDIA, AND TO RENDER A RESPONSE HANDLING SERVICE FOR THE DALRRD FOR A PERIOD OF 36 MONTHS.							
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. Kedumetse Modise			CONTACT PERSON	Ms. Kribashnee Goolamhoosen			
TELEPHONE NUMBER	012 312 9772/9518//8711/9734			TELEPHONE NUMBER	(012) 312 8225			
FACSIMILE NUMBER				FACSIMILE NUMBER				
E-MAIL ADDRESS	abie.olyndalrrd.gov.za/kedumetse.modise@dalrrd.gov.za			E-MAIL ADDRESS	Kribashnee.Goolamhoosen@dalrrd.gov.za			
SUPPLIER INFORMATION								
NAME OF BIDDER								
POSTAL ADDRESS								
STREET ADDRESS								
TELEPHONE NUMBER	CODE			NUMBER				
CELLPHONE NUMBER								
FACSIMILE NUMBER	CODE			NUMBER				
E-MAIL ADDRESS								
VAT REGISTRATION NUMBER								
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]								
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

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		NO	
-----	--	----	--

- 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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

.....

.....



DIRECTORATE: HUMAN RESOURCE ADMINISTRATION

Private Bag X833, Pretoria, 0001; 184 Jeff Masemola Street, Pretoria, 0001

Tel: 012)312-8225, E Mail: Kribashnee.Goolamhoosen@dalrrd.gov.za ; Website: www.dalrrd.gov.za

TERMS OF REFERENCES (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND PLACE RECRUITMENT ADVERTISEMENTS IN THE MEDIA, AND TO RENDER A RESPONSE HANDLING SERVICE FOR THE DALRRD FOR A PERIOD OF 36 MONTHS.

1. PURPOSE

- 1.1 The Department of Agriculture Land Reform and Rural Development (DALRRD) would like to appoint a Service Provider to design and place advertisements (for posts as well as internship opportunities) (hereafter positions) in National and Local Newspapers, DPSA Vacancy Circular, Internet, Intra-departmentally, Organisations for People with Disabilities or any other preferred Publication (hereafter media), and to render a response handling service for employment applications (including internship opportunities) for positions, on a decentralised basis for a period of thirty-six (36) months from the date of the formal contract.
- 1.2 The aims and objectives of this process are as follows:
- 1.2.1 To appoint a Service Provider who will assist the DALRRD, with a National and Provincial Advertisement and Response Handling Service for positions for a period of 36 months.
- 1.2.2 Placement of advertisements for positions through the media, that will reach a broader pool of employment applicants (includes candidates and unemployed graduates) within a specifically targeted domain: furthermore:
- (a) Shorten the recruitment and advertisement process; or
 - (b) Shorten the internship intake (recruitment and advertisement) process;
 - (c) Add value to the mentioned processes;
 - (d) Improve the quality of the advertisements that will be published in the media;
 - (e) Minimise errors in the abovementioned processes.
 - (f) Adhere to the time frames as per the service level agreement (SLA) and project plans with regard to the recruitment and selection process for the internship intakes.



TOR FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND PLACE RECRUITMENT ADVERTISEMENTS IN THE MEDIA, AND TO RENDER A RESPONSE HANDLING SERVICE FOR THE DALRRD FOR A PERIOD OF 36 MONTHS.

- 1.3 Provide Recruitment System Services where employment applicants may apply for positions using the normal manual process by way of posting or submitting hand-delivered hardcopy employment applications or submit an employment application electronically.
- 1.4 Some positions advertised may generate more than (±) 2,000 (posts) and (±) 10,000 (internship programme), employment applications.
- 1.5 The Service Provider must respond to any DALRRD enquiries within twenty- four (24) hours. The Service Provider's services shall at all times be available to the Department, which would mean that a member of the Service Provider will be available on a continuous basis for the duration of the contract, telephonically and/or through email.
- 1.6 The Department has the right to identify positions that may not be published and/or subjected to response handling by the Service Provider. Identified positions may be excluded from this contract by the Department and processed internally.

2. SCOPE OF WORK

- 2.1 The Service Provider to take note, that the resources identified and allocated in this project shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department. The Service Provider shall have an office in Gauteng where Site inspection and Presentation will be conducted as per paragraph 7.2, **Second stage – Onsite Visit with Presentation at Service Provider location.** The appointed service provider must be able to establish/ open offices in all provinces within 21 days where is required.

2.2 Advertisements of Positions

- 2.2.1 The Service Provider will render a National and Provincial Advertisement Service for vacant and funded positions in the DALRRD. The Service Provider to take note that:

2.1.1.1	Publications of advertisements are scheduled on a weekly basis
2.1.1.2	Placement of advertisement through the media, as agreed upon with the Department, to ensure that the target market is reached.
2.1.1.3	Advertisements and response handling documents will be in English and the Service Provider must be able to translate the advertisements into all official languages as and when required.



TOR FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND PLACE RECRUITMENT ADVERTISEMENTS IN THE MEDIA, AND TO RENDER A RESPONSE HANDLING SERVICE FOR THE DALRRD FOR A PERIOD OF 36 MONTHS.

2.1.1.4	The Service Provider must have the capacity to accommodate late submissions of advertisements beyond the normal deadlines.
2.1.1.5	Service Provider will be required to be creative when setting the advertisement(s) with the departmental logo and placement in media.
2.1.1.6	The development and design of advertisements must be streamlined to depict the following of government: (a) The corporate identity and an employer of choice. (b) Quality assured and high-quality advertisements. (c) An inspirational recruitment environment. (d) Key messages and campaigns, the Batho Pele Principles – “Putting people first” and an Employer of People with Disabilities. The space utilised in the media must be a reflection of government’s direction. (e) The hierarchy with regard to positions advertised.
2.1.1.7	Advertise a full advertisement with a statement to convey the need to promote representivity through the filling of the vacancy. (a) Reference Number and job title. (b) Salary and centre. (c) A description of the core functions to be performed. (d) A description of the key competencies required for the position. (Including any preferred education/experience and/or other competency requirements) (e) An indication regarding the employment application process, enquiries and closing date and time for submitting employment applications. (f) Standard clauses/notes that will be provided by the DALRRD. (g) The address where the employment applications should be submitted.
2.1.1.8	Advertise a summary (teaser) of an advertisement with the Departmental logo and placement in media when filling a vacancy. The advertisement must comprise of: (a) Reference Number and job title. (b) Salary and centre. (c) Standard clauses/notes that will be provided by the DALRRD. (d) Direction to applicants on where to obtain and view full advertisements.
2.1.1.9	The Service Provider must advise the Department on the correct sizes and contents of the advertisements, and the wording of the advertisements must also be scripted by a copywriter employed by the Service Provider, to avoid erratum advertisements.
2.1.1.10	NB: Advertisements may be cancelled/amended by DALRRD, without costs to DALRRD, within the booking deadlines applicable to a specific media, which is as follows: (a) Daily Newspapers – one (1) week prior to publication. (b) Weekly Newspapers – one (1) week prior to publication. (c) Sunday Newspapers – Thursday prior to publication.
2.1.1.11	NB: The final copy of the advertisement must be signed off by the Department before placement in the media.
2.1.1.12	The master design developed for advertisements must be convertible for placement on any governmental website environment.



TOR FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND PLACE RECRUITMENT ADVERTISEMENTS IN THE MEDIA, AND TO RENDER A RESPONSE HANDLING SERVICE FOR THE DALRRD FOR A PERIOD OF 36 MONTHS.

2.1.1.13	Should any advertisement not appear on the stipulated date in the media agreed, due to circumstances, which the Service Provider can prove was beyond his/her control, the Service Provider will not be held liable, but will submit alternative dates for the placement. Otherwise such an advertisement may be cancelled with the approval from DALRRD.
2.1.1.14	The Service Provider must publish an errata at own cost, where it has been established that the Service Provider was at fault.
2.1.1.15	Ensure that the contents of all advertisements are communicated and distributed to Organisations for People with Disabilities and also be placed on the Service Providers' website without any additional cost to the Department.
2.1.1.16	The Service Provider must publish a toll-free number where applicants could direct enquiries.

2.3 Response Handling for Positions

2.3.1 The Service Provider will render a National and Provincial Response Handling Service for all advertised positions in the DALRRD. The Service Provider to take note that:

2.3.1.1	Electronic or manually submitted employment applications should be on an Application for Employment Form Z83 (latest version issued by the Department of Public Service and Administration (DPSA)) for each advertised position, and accompanied by a comprehensive CV.
2.3.1.2	The Service Provider must provide lockable strong boxes (hereafter boxes) and an Employment Application Register (hereafter register) at the various drop off points in the various buildings which are occupied by the Department throughout the nine (9) Provinces (physical addresses to be provided by the Department and indicated in each advertisement during placement in media).
2.3.1.3	An email address to be provided for the electronic submission of employment applications.
2.3.1.4	Employment applications to be collected daily and on the closing date by 16:00 (Close of Business) (to ensure that late applications are not accommodated in the recruitment process). Service Provider must collect all employment applications received by the Department.
2.3.1.5	The mode of transport for movement of the employment applications must be sealed and lockable to ensure the safety, confidentiality and prevention of any loss or damage to the employment applications. The Service Provider must comply with the Information Security Standards.
2.3.1.6	Receive, date stamp and acknowledge all employment applications as well as the register.
2.3.1.7	Reconcile employment applications with the register to ensure that all employment applications are accounted for.
2.3.1.8	Print electronically submitted employment applications with supporting documentation.



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2.3.1.9	All employment applications must be scanned (in the original colour submitted) and saved on a USB per position (retrievable information shall be accessible).
2.3.1.10	The Department will provide to the Service Provider the relevant selection criteria of the specific positions advertised, before the closing date of such positions.
2.3.1.11	The Service Provider to keep detailed records of the consultation process received from DALRRD, to determine the selection criteria, the screening and evaluation process, and reason for inclusion and exclusion of employment applications on the long and shortlists.
2.3.1.12	Screen employment applications against basic inherent position requirements as captured in the advertisement.
2.3.1.13	Summarise details of candidate(s) (details agreed to between DALRRD and the Service Provider) by capturing information on a screening sheet.
2.3.1.14	Add screening sheet with staple to top left corner of the employment application
2.3.1.15	Complete long list with all received employment applications as per agreed format.
2.3.1.16	The Service Provider must categorise all employment applications on the long list according to the following: (a) Candidates who fully comply with the selection criteria. (b) Candidates who do not fully comply with the selection criteria, but who have potential. (c) Candidates who do not meet the selection criteria at all.
2.3.1.17	The long list must indicate candidates from <u>inside</u> and candidates from <u>outside</u> the Public Service/Department.
2.3.1.18	The format of the long list can vary and information will be provided to the Service Provider before the closing date of the position. The following general information should, however, appear on the longlist :- (a) Heading 1. Position name 2. Advertisement reference number 3. Internal/External (Public Servant/not a Public Servant) (b) Columns sequence 1. Number 2. Name (Surname, Initials) 3. Age, Race, Gender and Disability 4. Competencies (Qualifications, Computer literacy, Driver's licence, Registration as a professional, etc.) 5. Previous Position(s) 6. Current position 7. Current appointment/promotion 8. Institution 9. Selection criteria 10. Remarks- Service Provider and DALRRD



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2.3.1.19	Employment applications for posts must be delivered to the Department in “lever arch” files, clearly displaying the reference number and title of the post on the spine and the front of the files. 5 coloured copies of the long lists, in legible format, with the employment applications filed according to the categories (see paragraph 2.1.1.16).
2.3.1.20	Deliver employment applications manually in files/boxes and electronically on accessible USBs, to Human Resource (HR) Offices, nationally or provincially.
2.3.1.21	The entire Response Handling Service must be completed and employment applications delivered on the 07 th working day after the closing date for advertised posts, irrespective of the volume of the applications received.
2.3.1.22	Attend to all application related enquiries pertaining to the receipt and submission of employment applications.

2.4 Advertisement for Internship Programme

2.4.1 The Service Provider will render a National and Provincial Advertisement Service for the advertisement of the internship opportunities in the DALRRD, whenever required. The Service Provider to take note that:

2.4.1.1	The Department will provide to the Service Provider with the relevant information with regard to the internship programme, whenever required.
2.4.1.2	Publications of advertisements for internship opportunities are scheduled on a need to need basis.
2.4.1.3	Advertise a full advertisement to provide opportunities to unemployed graduates between the ages of 18 and 35 through an Internship Programme that comprise of: (a) Reference Number (b) Stipend and centre. (c) Standard clauses/notes that will be provided by the DALRRD. (d) Direction to applicants on where to obtain and view full advertisements.
2.4.1.4	Employment applications for Internship Programmes will be packaged differently and in separate boxes then the employment applications for posts, see 2.4.1.1.

2.5 Response Handling for Internship Programme

2.5.1 The Service Provider will render a National and Provincial Response Handling Service for the intake of interns in the DALRRD. The Service Provider to take note that:

2.5.1.1	The Department will provide to the Service Provider the relevant information with regard to the internship programme.
2.5.1.2	A description of the field of exposure necessary where an intern(s) will be trained or exposed.



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2.5.1.2	Employment applications for <u>internship opportunities</u> must be delivered to the Department in separate boxes, clearly displaying the reference number and title of the position on the top lid of the box.
2.5.1.3	Deliver employment applications manually in files/boxes and electronically on accessible USBs, to Human Resource (HR) Offices, nationally or provincially.
2.5.1.4	The entire Response Handling Service must be completed, and employment applications delivered on the 30 th working day after the closing date, irrespective of the volume of the applications received.

3. INCLUSIVE DELIVERABLES

- 3.1 The Service Provider will assist the DALRRD, with a National and Provincial Advertisement and Response Handling Service (including internship opportunities).
- 3.2 The Service Provider shall be liable for any loss and/or damaged incurred.
- 3.3 **NB:** In the event of the Service Provider being unable to meet his/her obligations under this contract through circumstances which DALRRD accepts to be beyond the control of the Service Provider, the Department shall still have the right to approach any other Service Provider to do the work.

3.3.1	Conduct an inception workshop with the Department within five (5) working days after the appointment, with all HR Practitioners in the DALRRD.
3.3.2	Provide weekly status reports to the Departmental Project Manager (Deputy Director: Recruitment and Selection) (hereafter Departmental Project Manager), in a format determined by the Department for <u>posts</u> advertised.
3.3.3	Provide weekly status reports to the Departmental Project Skills Manager (Deputy Director: Skills Development Facilitation), in a format determined by the Department for <u>internship opportunities</u> advertised, whenever required.
3.3.4	Submit monthly reports/statistics on the number of employment applications received per position, on the number of posts advertised, as well as any other demographic information that may be needed by the Department (including for internship opportunities).
3.3.5	Conduct monthly meetings between the Department and the Service Provider to address contract deliverables.
3.3.6	A secretariat services for the monthly meetings must be provided by the Service Provider and minutes of meetings must be compiled and submitted within 5 working days after the meeting to the Department.
3.3.7	Submit detailed quarterly media analysis reports on publications, media trends and advertisement details to the Department.



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3.3.8	Develop and maintain a library/database of positions (including internship opportunities) advertised and applications received. The database must include information per post, per component for each occupational group, in a format determined by the Department. This or any other information must be made available to the Department on request.
3.3.9	Conduct quarterly training (transferring of skills) and information sharing sessions with all Departmental HR Practitioners on the practical application of the contract requirements, the drafting of advertisements, the compilation of short-listing criteria, media analysis and any other processes.
3.3.10	Service Provider to provide accessible USB's with all employment information per position or internship opportunity.
3.3.11	Employment applications for posts must be delivered to the Department in "lever arch" files/boxes.
3.3.11	Employment applications for internship opportunities must be delivered to the Department in boxes.

4. METHOD OF PAYMENT

- 4.1 All prices are fixed for the term of the contract.
- 4.2 Payment will be made only for work done and services rendered to the satisfaction of the DALRRD. Financial penalties shall be imposed for agreed upon milestones, targets, and deadlines not met, without providing valid reasons and supporting evidence.
- 4.3 Service Providers are required to disclose a % Service Fee, per media for a summary (teaser) and a full advertisement on **Annexure A – Pricing Schedule (3.3)**.
- 4.4 While there are numerous advertisement sizes available, Service Providers are requested to use the standard advertisement size when submitting a tender.
- 4.5 The Service Provider shall endeavour, where possible, to secure the most advantageous rates to the benefit of the Department. In addition, the Service Provider must ensure that the advertising space is optimally used and cost effective.
- 4.6 Service Provider to include the Response Handling Cost per application in **Annexure A – Pricing Schedule** under the space for Response Handling. Service Providers to also indicate the deadline for placing an advertisement in the Table: **Annexure B**. Failure to provide this information will result in disqualification.



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- 4.7 Service Provider must provide a total cost breakdown as per service(s) rendered on a monthly basis with detailed information on advertisements published and the services rendered for response handling per position.
- 4.8 Invoices to the Department must clearly indicate the approved order number and should include copies of the advertisements and tear sheets to this effect.
- 4.9 Full particulars of cancellation of advertisements and/or response handling of applications, which did not appear, shall be given on a separate invoice.
- 4.10 The Service Provider will, as a rule, not be entitled to claim for travel and subsistence expenses. If travel and subsistence are applicable such charges must be included in the bid price.

5. MANDATORY REQUIREMENTS

- 5.1 **Failure (non-compliance) to submit with the BID or attend to the following requirements will disqualify the proposal:**

5.1.1	Service Providers that are Exempt Micro Enterprise (EME) or Qualifying Small Enterprise (QSE).
5.1.2	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)
5.1.3	A fully completed Annexure B must be submitted (deadlines” for placing of an advert)
5.1.4	Service Providers are required to attend a compulsory briefing session on a date and time confirmed by the Department. Failure to attend the briefing session will result in disqualification.
5.1.5	Proposals will be submitted in a two (2) envelope system.

6. TWO (2) ENVELOPES SYSTEM

- 6.1 The Service Provider shall deliver the Bid in two (2) separate, sealed envelopes in the form of Technical Part and the Financial Part at the same time, but in separate envelopes. Failure to comply will disqualify the bid submitted by the Service Provider.
- 6.2 The objective is to ensure a fair evaluation of proposals, meaning that the technical proposal would be evaluated purely on its technical merits and its ability to meet the requirements set forth in bid invitation without



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being unduly influenced by the financial proposal. During the tender evaluation, the technical proposal would be opened and evaluated first followed by the financial proposals of all Service Providers who scored and meet the minimum required score of functionality.

7. EVALUATION CRITERIA

This bid shall be evaluated in 3 stages. The first stage, bids will be evaluated on functionality. The second stage, bids will be evaluated on a site visit with a presentation. The third stage will be in accordance with the 80/20 preference point system.

7.1 First Stage – Evaluation of Functionality

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

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. ABILITY	<p>1.1 Team leader (TL) must have relevant NQF level 7 (NQF 7) qualification in Human Resources (HR) with a total of 4 years' experience in HR; and</p> <p>1.2 5 years' experience in project management (PM). (Attach a copy of qualification(s) and CV indicating previous work experience with detailed skills and knowledge):</p>	
1.2.1	<p>(a) TL with relevant NQF 7 qualification in HR less than 3 years' experience in HR - Poor (1)</p> <p>(b) TL with relevant NQF 7 qualification in HR with 3 less than 4 years' experience in HR – Average (2)</p> <p>(c) TL with relevant NQF 7 qualification in HR with 4 years' experience in HR – Good (3)</p> <p>(d) TL with relevant NQF 7 qualification in HR with more than 4 less than 6 years' experience in HR – Very Good (4)</p> <p>(e) TL with relevant NQF 7 qualification in HR with more than 6 years' experience in HR – Excellent (5)</p>	10



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	(f) TL with less than 4 years' experience in project management – Poor (1) (g) TL with 4 less than 5 years' experience in project management – Average (2) (h) TL with 5 years' experience in project management – Good (3) (i) TL with more than 5 less than 6 years' experience in project management – Very Good (4) (j) TL with more than 6 years' experience in project management – Excellent (5)	10
1.3	Technical team should consist of the following [1.3.1, 1.3.2, 1.3.3, 1.3.4, 1.3.5] criteria's (Attach copies of qualifications and CVs' indicating previous work experience with detailed skills and knowledge): 1.3.1 Team member with relevant NQF level 6 qualification in Communication with 3 years' experience in advertising. 1.3.2 Team member with relevant NQF level 6 qualification in Record Management with 3 years' experience in Data Analysis & Management. 1.3.3 Team member with relevant NQF level 6 qualification in HR Recruitment with 3 years' experience in Recruitment Field. 1.3.4 Team member with relevant NQF level 6 qualification in Public Management/Admin with 3 years' experience in Public Management/Admin. 1.3.5 Team member relevant NQF level 6 qualification in IT with 3 years' experience in IT and Systems Administration.	
1.3.1	(a) A team member (TM) with relevant NQF level 6 (NQF 6) qualification in Communication with 2 and less years' experience in advertising - Poor (1) (b) TM with relevant NQF 6 qualification in Communication with 2 less than 3 years' experience in advertising - Average (2) (c) TM with relevant NQF 6 qualification in Communication with 3 years' experience in NA – Good (3) (d) TM with relevant NQF 6 qualification in Communication with more than 3 less than 4 years' experience in NA - Very Good (4) (e) TM with relevant NQF 6 qualification in Communication with more than 4 years' experience in NA - Excellent (5)	10
1.3.2	(a) TM with relevant NQF 6 qualification in Record Management (RM) with 2 and less years' experience in Data Analysis & Management (DA&M) - Poor (1) (b) TM with relevant qualification in RM with more than 2 but less than 3 years' experience in DA&M - Average (2) (c) TM with relevant NQF 6 qualification in RM with 3 years' experience in DA&M – Good (3) (d) TM with relevant qualification in RM with more than 3 less than 4 years' experience in DA&M - Very Good (4) (e) TM with relevant NQF 6 qualification in RM with more than 4 years' experience in DA&M - Excellent (5)	10



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1.3.3	(a) TM with relevant NQF 6 qualification in HR Recruitment with 2 and less years' experience in Recruitment Field - Poor (1) (b) TM with relevant qualification in HR Recruitment with more than 2 less than 3 years' experience in Recruitment Field - Average (2) (c) TM with relevant NQF 6 qualification in HR Recruitment with 3 years' experience in Recruitment Field – Good (3) (d) TM with relevant qualification in HR Recruitment with more than 3 less than 4 years' experience in Recruitment Field - Very Good (4) (e) TM with relevant NQF 6 qualification in HR Recruitment with more than 4 years' experience in Recruitment Field - Excellent (5)	10
1.3.4	(a) TM with relevant NQF 6 qualification in Public Management/Admin (PM/A) with less than 2 years' experience in PM/A - Poor (1) (b) TM with relevant NQF 6 qualification in PM/A with 2 less than 3 years' experience in PM/A - Average (2) (c) TM with relevant NQF 6 qualification in PM/A with 3 years' experience in PM/A – Good (3) (d) TM with relevant NQF 6 qualification in PM/A with more than 3 less than 4 years' experience in PM/A - Very Good (4) (e) TM with relevant NQF 6 qualification in PM/A with more than 4 years' experience in PM/A - Excellent (5)	5
1.3.5	(a) TM with relevant NQF 6 qualification in Information Technology (IT) with less than 2 years' experience in IT & systems admin - Poor (1) (b) TM with relevant NQF 6 qualification in IT with more than 2 less than 3 years' experience in IT and systems admin - Average (2) (c) TM with relevant NQF 6 qualification in IT with 3 years' experience in IT and systems admin – Good (3) (d) TM with relevant NQF 6 qualification in IT with more than 3 less than 4 years' experience in IT and systems admin - Very Good (4) (e) TM with relevant NQF 6 qualification in IT with more than 4 years' experience in IT and systems admin - Excellent (5)	5
2 CAPABILITY	2.3 Company must have successfully completed 3 projects with combined experience in both advertising and response handling (a project should have at least have been a 1 year contract, in the last 10 years) (in local, Provincial and National Newspapers), (Reference letter (RL)/ testimonials from client-company with client logo, signature, and date of the company to which the Service Provider is managing or has previously managed must be attached. NB: The content of the reference letters/ testimonials must indicate the type of services rendered and period of the project. Contracts, SLA's and Purchase Orders will not be considered as proof of experience.	



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
2.1.1	(a) 1 duly signed RL/testimonials on the client letter head with the project being a 1 year contract – Poor (1) (b) 2 duly signed RL/testimonials on the client letter heads with each project being a 1 year contract - Average (2) (c) 3 duly signed RL/testimonials on the client letter heads with each project being a 1 year contract - Good (3) (d) 4 duly signed RL/testimonials on the client letter heads with each project being a 1 year contract – Very good (4) (e) 5 duly signed RL/testimonials on the client letter heads with each project being a 1 year contract - Excellent (5)	20
2.2	Proposed methodology in managing the project linked to time frames and billing procedures (outline/ provide project/implementation plan). A proposed plan (PP) that clearly outlines and indicate method and steps to ensure a proper response handling and application register.	
2.2.1	(a) Methodology and PP do not outline the requirements as specified in the ToR - Poor (1) (b) Methodology and PP inadequately and poorly address requirements in the ToR –Average (2) (c) Methodology and PP adequately address most of the requirements in the ToR - Good (3) (d) Methodology and PP adequately specified all requirements in ToR and is acceptable for implementation – Very good (4) (e) Methodology and PP exceptionally specifies the manner in which the project indicate clear deliverable date(s)/plan and provide additional value adds – Excellent (5)	20
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

7.1.3 The Bids that fail to achieve a minimum of **70** points out of 100 points for functionality will not go through to the second stage.

7.2 Second stage – Onsite Visit with Presentation at Service Provider

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

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
ES EN	1.1 The Service Provider will be required to make a PowerPoint Presentation on how a related project was executed (with combined experience in both advertising and response handling).	



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	<ul style="list-style-type: none"> (a) Presentation does not outline a clear approach and the tools utilised in order to achieve the project, are poor - Poor (1) (b) Presentation inadequately outline a clear approach and the tools utilised in order to achieve the project, are insufficient - Average (2) (c) Presentation adequately addresses a clear approach and the tools utilised in order to achieve the project, are satisfactory - Good (3) (d) Presentation more than adequately addresses a clear approach and tools utilised in order to achieve the project, are value adding – Very good (4) (e) Presentation exceptional in addressing a clear approach and the tools utilised in order to achieve the project can be used by DALRRD in the execution of this project – Excellent (5) 	20
1.2	The Service Provider to display an understanding of the departmental mandate and a clear understanding of the services required.	



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1.2.1	(a) The Service Provider displays a poor understanding of the departmental mandate. - Poor (1) (b) The Service Provider displays an average understanding of the departmental mandate - Average (2) (c) The Service Provider displays a good understanding of the departmental mandate - Good (3) (d) The Service Provider displays a very good understanding of the departmental mandate - Very Good (4) (e) The Service Provider displays an excellent understanding of the departmental mandate. - Excellent (5)	25
1.2.3	(a) Does not present a detailed project plan (PP) with no timeframes to deliver on the project deliverables - Poor (1) (b) Presents inadequate PP with timeframes to deliver on the project deliverables - Average (2) (c) Present a detailed PP with timeframes to deliver on the project deliverables - Good (3) (d) Present an exceptionally detailed PP with timeframes to deliver on the project deliverables - Very Good (4) (e) Present an exceptionally detailed PP with timeframes and innovative solutions to deliver on the project deliverables - Excellent (5)	20
1.2.4	Onsite Evaluation The panel members of the BID will visit the Service Provider on site to determine physical facilities and technology available.	
	1. Physical Facilities	
	1.1 Do not have anything available on site – Poor (1)	15
	1.2 Electricity backup systems and toll-Free Number available – Average (2)	
	1.3 Electricity backup systems, storage space available to file employment applications and toll-Free Number available – Good (3)	
	1.4 Electricity backup systems, storage space available to file employment applications and toll-Free Number available as well as a dedicated call centre to respond to incoming calls – Very Good (4)	
	1.5 Electricity backup systems, storage space available to file employment applications and toll-Free Number available as well as a dedicated call centre to respond to incoming calls (Add more) – Excellent (5)	
	2. Technology	
	2.1 Do not have any technology available on site – Poor (1)	20
	2.2 Photostat copy machines and IT Equipment (computers and printers) available – Average (2)	
	2.3 Photostat copy machines with scan facility available at sites, IT Equipment Available (computers and printers) and Internet access – Good (3)	
	2.4 Photostat copy machines with scan facility available at sites, IT Equipment Available (computers and printers) and Internet access with servers capable to manage traffic of information submitted and bulk conveyance of employment applications.– Very Good (4)	



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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	2.5 Photostat copy machines with scan facility available at sites, IT Equipment Available (computers and printers) and Internet access with servers capable to manage traffic of information submitted and bulk conveyance of employment applications as well as having huge capability to file information .– Excellent (5)	
TOTAL POINTS ON ON-SITE AND PRESENTATION MUST ADD TO 100		100

7.2.2 The Bids that fail to achieve a minimum of **70** points out of 100 points for the presentation will not go through to the third stage.

7.3 Third stage - Evaluation in terms of 80/20 Preference Points System

Bids that achieve the minimum qualifying score for presentation will be considered further in accordance with the 80/20 preference points system.

7.4 Calculation of points for price

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

7.4.1 When calculating prices:

7.4.2 Unconditional discounts must be taken into account for evaluation purposes; and

7.4.3 Conditional discounts must not be taken into account for evaluation purposes but should be implemented when payment is affected.

The formulae to be utilized in calculating points scored for price are as follows:

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender.

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



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Points must be awarded to a bidder for attaining the B-BBEE status level. Points for B-BBEE Status level of contributor must be awarded in accordance with the table below:

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

7.5.1 Calculation of total points scored for price and B-BBEE status level of contributor

7.5.2 The points scored for price must be added to the points scored for B-BBEE status level of contributor to obtain the bidder's total points scored out of 100. Bids that achieve the minimum qualifying score for presentation of 70 points out of 100 points will be evaluated further in accordance with the price.

8. MANAGEMENT IN THE DEPARTMENT

8.1 A Service Level Agreement (SLA) will be signed upon appointment of the Service Provider and be managed by the Department. The contract shall be for a period of 36 months and performance shall be reviewed on a quarterly basis. The contract shall commence upon appointment of the Service Provider and issuing of an official order number to appoint the Service Provide

9. TERMS AND CONDITIONS OF TENDER

9.1 Awarding of the tender will be subject to the Service Provider's acceptance of the General conditions of a contract. No additional terms and conditions from the Service Provider will be accepted. The Department reserves the right not to award the Service Provider for tender.



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9.2 No material or information derived from the provision of the services under the contract may be used for any purposes other than those of the Department except where authorised by the Department in writing to do so. Copyright in respect of all documents and electronic data, prepared or developed for the purpose of the project by the Service Provider, shall be vested in the Department. The Service Provider, Sub-contractor (Directors, members of close corporation and employees) involved with the contract or having access to information relating to the contract/Department and any contract workers to be appointed shall sign an Oath of Secrecy and be prepared to go through the process of Security Clearance or background checks as determined by the Department. The Service Provider will enter into a SLA with the Department, which will include amongst others:

- (a) Period of agreement;
- (b) Project objectives and scope;
- (c) Staffing;
- (d) Project plan and project plan management;
- (e) Budget, cost and fee payment;
- (f) Method of communication;
- (g) Reporting relationship;
- (h) Deliverables and terms of deliverables;
- (i) Form and format of working papers;
- (j) Reviews;
- (k) Uncompleted work;
- (l) Confidentiality;
- (m) Audit Committee reporting;
- (n) Disputes and breaches; and
- (o) Financial penalties and termination of contract.

9.5 This Terms of Reference will form part of the SLA. A draft SLA will be sent together with the acceptance letter to the successful Service Provider. The SLA must be finalised within 5 working days thereafter signed by both parties before an order will be issued.

10. ADVERT TENDER PERIOD

- (a) 21 days;
- (b) Government Tender Bulletin
- (c) DALRRD Website
- (d) National Treasury: E-Portal
- (e) Compulsory briefing session for all the Service Providers (within 7 days after advertisement).



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11. ENQUIRIES

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

HR Project Manager:

Attention	:	Ms Kribashnee Goolamhoosen
Directorate	:	Human Resource Administration
Telephone	:	(012) 312 8225
E-mail	:	Kribashnee.Goolamhoosen@dalrrd.gov.za

Supply Chain Management Enquiries:

Attention	:	Mr Abie Olyn
Directorate	:	Supply Chain Management
Contact Number	:	(012) 312 9518
Email	:	Abie.olyn@dalrrd.gov.za



5/2/2/1- DALRRD 0044 (2022/2023)

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND PLACE RECRUITMENT ADVERTISEMENTS IN THE MEDIA, AND TO RENDER A RESPONSE HANDLING SERVICE FOR THE DALRRD FOR A PERIOD OF 36 MONTHS.

CLOSING DATE: 25 JANUARY 2023

NB: COMPULSORY BRIEFING SESSION AS FOLLOWS:

DATE: 14 DECEMBER 2022

TIME: 10:00

**VENUE: 184 JEFF MASEMOLA, OLD BUILDING
100E BOARDROOM**

TECHNICAL ENQUIRIES : Ms. Kribashnee Goolamhoosen
TEL : (012) 312 9518
EMAIL : Kribashnee.Goolamhoosen@dalrrd.gov.za

BID RELATED ENQUIRIES : Mr. Abie Olyn/ Ms. Kedumetse Modise
TEL : (012) 312 9518/9786/9734/871/ 8275/9772
EMAIL: kedumetse.modise@dalrrd.gov.za; abie.olin@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

5/2/2/1 DALRRD-0044 (2022-2023)

PRICING SCHEDULE FOR THE APPOINTMENT OF SERVICE PROVIDERS TO ASSIST DALRRD WITH A NATIONAL ADVERTISEMENT AND RESPONSE HANDLING SERVICE FOR A PERIOD OF THREE (3) YEARS.

PRICING SCHEDULE (Professional Services)

NAME OF BIDDER: BID NO.: DALRRD-0044 (2022-2023)

CLOSING TIME

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 cost to the department for completion of each stage and including Expenses for the project.

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

DSE | 1

Bid Initials
Bid's Signature.....
Date:.....

Name of Bidder:

TERMS OF REFERENCES (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND PLACE RECRUITMENT ADVERTISEMENTS IN THE MEDIA, AND TO RENDER A RESPONSE HANDLING SERVICE FOR THE DALRRD FOR A PERIOD OF 36 MONTHS.

PRINT MEDIA	COMMISSION
Sunday Times	%
Mail & Guardian	%
City Press	%
The Star	%
Sowetan	%
Rapport	%
Sunday World	%
Beeld	%

PRINT MEDIA	COMMISSION
Gauteng	%
1. The Star	
Mpumalanga	%
1. Mpumalanga News	
2. Lowvelder	
North West	%
1. The Mail	
2. Rustenburg Herald	
3. Brits Pos	
4. Platinum Weekly	
Limpopo	%
1. Sowetan	
2. Polokwane Review	
3. Polokwane Observer	
4. Bosvelder	
Free State	%
1. Express Newspaper	
KwaZulu-Natal	%
1. Isolezwe	
2. Natal Witness	
3. The Mercury	
4. Illanga	
Western Cape	%
1. Cape Times	
Eastern Cape	%
1. Daily Dispatch	
2. Herald	
Northern Cape	%
1. Diamond Fields Advertiser	
2. Kalahari Bulletin	
3. Noordkaap Bulletin	
4. Die Plattelander	

Name of Bidder:

TERMS OF REFERENCES (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND PLACE RECRUITMENT ADVERTISEMENTS IN THE MEDIA, AND TO RENDER A RESPONSE HANDLING SERVICE FOR THE DALRRD FOR A PERIOD OF 36 MONTHS.**RESPONSE HANDLING FOR POSTS ON SALARY LEVELS 12 AND BELOW**

Response handling cost	Unit price	Sub-Total
Price per CV/Application	R-----	R-----
Total Cost excluding VAT		R-----
VAT (15%)		R-----
Total Cost including VAT		R-----

RESPONSE HANDLING FOR POSTS ON SMS (13-16) LEVEL

Response handling cost	Unit price	Sub-Total
Price per CV/Application	R-----	R-----
Total Cost excluding VAT		R-----
VAT (15%)		R-----
Total Cost including VAT		R-----

INTERN APPOINTMENTS APPLICATIONS HANDLING

Response handling cost	Unit price	Sub-Total
Price per Application	R-----	R-----
Total Cost excluding VAT		R-----
VAT (15%)		R-----
Total Cost including VAT		R-----

Any enquiries regarding bidding procedures may be directed to the –

AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
PRIVATE BAG X 833
PRETORIA
0001

Bid Initials
Bid's Signature..... Page 50 of 52
Date:.....

Name of Bidder:

TERMS OF REFERENCES (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND PLACE RECRUITMENT ADVERTISEMENTS IN THE MEDIA, AND TO RENDER A RESPONSE HANDLING SERVICE FOR THE DALRRD FOR A PERIOD OF 36 MONTHS.

Bid related enquiries

SUPPLY CHAIN ENQUIRIES

Mr Abie Olyn
Directorate : Supply Chain Management
Contact Number : (012) 312 9518
Email : Abie.olin@dalrrd.gov.za

TECHNICAL ENQUIRIES

Ms Kribashnee Goolamhoosen
Directorate : Human Resource Administration
Telephone : (012) 312 8225
E-mail : Kribashnee.Goolamhoosen@dalrrd.gov.za

ANNEXURE B - DEADLINES

NO	NATIONAL NEWSPAPERS	“DEADLINES” FOR PLACING OF AN ADVERT IN EACH PRINT MEDIA	NO	EACH LOCAL NEWSPAPER IN PROVINCES	“DEADLINES” FOR PLACING OF AN ADVERT IN EACH PRINT MEDIA
1.	Sunday Times		9.	Gauteng 1. Star	
2.	Mail & Guardian		10.	Mpumalanga 1. Mpumalanga News 2. Lowvelder	
3.	City Press		11.	North West 1. The Mail 2. Rustenburg Herald 3. Brits Pos 4. Platinum Weekly	
4	Star		12.	Limpopo 1. Sowetan 2. Polokwane Review 3. Polokwane Observer 4. Bosvelder	
5.	Sowetan		13.	Free State 1. Express Newspaper	
6.	Rapport		14.	KwaZulu-Natal 1. Isolezwe 2. Natal Witness 3. The Mercury 4. Illanga	
7.	Sunday World		15	Western Cape 1. Cape Times	
			16	Eastern Cape 1. Daily Dispatch 2. Herald	
			17	Northern Cape 1. Diamond Fields Advertiser 2. Kalahari Bulletin 3. Noordkaap Bulletin 4. Die Plattelander	