

5/2/2/1-DALRRD 0022 (2022/2023)

APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS.

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION.

DATE : 21 SEPTEMBER 2022
VENUE : LAPA, OLD BUILDING
184 JEFF MASEMOLA
PRETORIA
TIME : 10:00

CLOSING DATE: 05 OCTOBER 2022 @ 11:00

TECHNICAL ENQUIRIES : Ms Amanda le Roux / Mr Tshwane Johannes Kgorutla
TEL : (012) 319 7399 /(012) 319 6677
EMAIL : Amandalr@dalrrd.gov.za / DavidK@dalrrd.gov.za

BID RELATED ENQUIRIES : Ms Tshepo Mlambo/ Mr Pfarelo Makhado / Mr Abie Olyn
TEL : (012) 312 9734/8359/9786/9518
EMAIL : Tshepo.Mlambo@dalrrd.gov.za / Pfarelo.Makhado@dalrrd.gov.za / Abie.Olyn@dalrrd.gov.za

TECHNICAL PROPOSAL – PART 1 OF 2

LA 1.1



rural development & land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Pfarelo Makhado/ Mr Abie Olyn: **Tel:** (012) 312 9734/9518

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

BID NUMBER: 5/2/2/1-RDLR 0022(2022/2023)

CLOSING TIME: 11H00

CLOSING DATE: 05 OCTOBER 2022

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 3.3, SBD4, SBD 6.1, 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: 13 SEPTEMBER 2022

MAP TO BIDDER BOX (B BOX)

5/2/2/1-DALRRD 0022(2022/2023) CLOSING DATE: 05 OCTOBER 2022 AT 11:00AM

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

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.

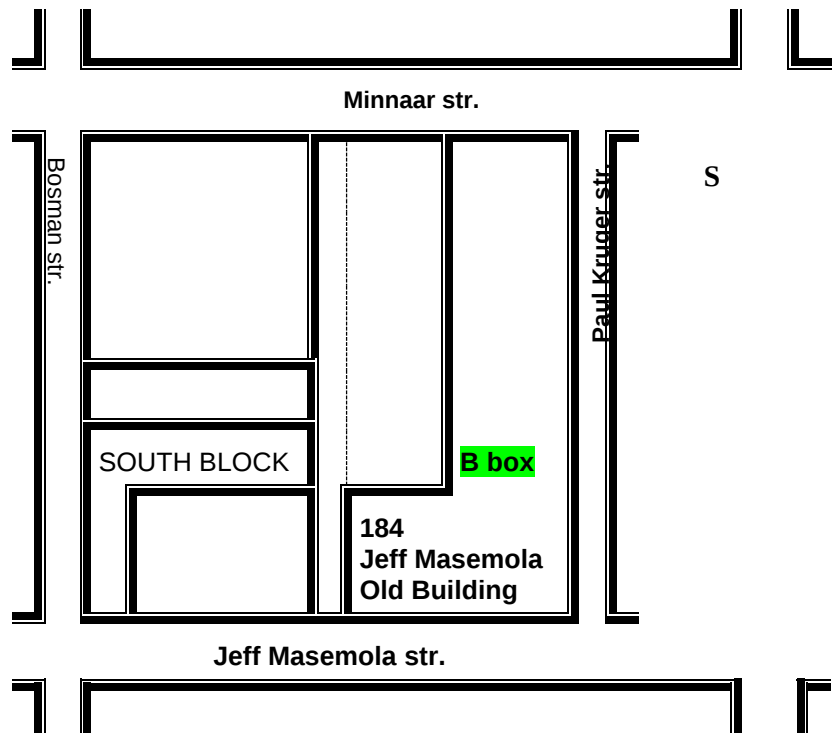
The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

**Department of Rural Development &
Land Reform
Acquisition Management
(BIDS)
THE OLD BUILDING 184
JEFF MASEMOLA STREET, PRETORIA,
0001**

**THE BID BOX OF THE OFFICE OF THE
DEPARTMENT OF AGRICULTURE, LAND
REFORM AND RURAL DEVELOPMENT IS
OPENED FROM 6AM TO 6PM DAILY, 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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)					
BID NUMBER:	5/2/21–DALRRD 0022 (2022/2023)	CLOSING DATE:	05 OCTOBER 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS				
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	MS T Mlambo/ Mr A Olyn/ Mr P Makhado		CONTACT PERSON	Ms Amanda le Roux / Mr Tshwane Johannes Kgorutla	
TELEPHONE NUMBER	012 312 9786/9518/9734		TELEPHONE NUMBER	(012) 319 7399 /(012) 319 6677	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Tshepo.Mlambo@dalrrd.gov.za / Abie.Olyn@dalrrd.gov.za / Pfarelo.Makhado@dalrrd.gov.za		E-MAIL ADDRESS	Amandalr@dalrrd.gov.za / DavidK@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION: 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 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** or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 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.

1.6 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

- Page 24 of 40

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	☐	NO	☐
-----	--------------------------	----	--------------------------
- 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

.....
.....



**agriculture, land reform
& rural development**

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



CHIEF DIRECTOR: SUPPLY CHAIN MANAGEMENT
Private Bag X833, Pretoria, 0001: 184 Jeff Masemola Street, Pretoria, 0001
Tel: 012 – 312 8433; Email: OreokameC@dalrrd.gov.za

MEMORANDUM

SUBJECT: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS

1. PURPOSE:

- 1.1 The sub-directorate: Asset Management within the Chief Directorate: Supply Chain Management (SCM) request to procure an auctioneer service to render conduct auctions in the Department of Agriculture, Land Reform and Rural Development (DALRRD) for a period of three (3) years.

2. BACKGROUND AND DISCUSSION:

- 2.1 The objective of Asset Management amongst others is to facilitate the disposal of old, redundant and obsolete assets in the Department.
- 2.2 During the asset verification process, assets earmarked for disposal are collected from the directorates / cost centres and moved to a disposal storage facility. The assets that are not donated or transferred to other government departments, beneficiaries, Non-profit Organisations, Public Schools, etc., are approved by the Departmental Disposal Committee (DCC) for sales by means of auction.
- 2.3 The type of moveable assets to be auctioned are, but no limited to, transport assets, computer equipment, office and furniture equipment, other machinery and equipment such as audio-visual, kitchen appliances, laboratory / farm equipment, etc.
- 2.4 The appointed auctioneer will auction assets within all the provincial offices of



CLASSIFICATION: CONFIDENTIAL

SUBJECT: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS

DALRRD and therefore the provincial offices do not have to follow a separate SCM process.

Auction services will be required as and when the need arise.

3. TECHNICAL REQUIREMENTS:

3.1 The Department shall appoint one service provider for the entire DALRRD.

3.2 The following provinces are identified as possible auction sites namely:

- National Office
- Gauteng
- North West
- Limpopo
- Mpumalanga
- Free State
- Eastern Cape
- Western Cape
- Northern Cape
- KwaZulu Natal

3.3 The physical addresses and Global Positioning co-ordinates will be submitted by the Department to the successful service provider.

4. SCOPE OF WORK AND SPECIFIC REQUIREMENTS:

The auctioneer will be responsible for specific requirements such as;

4.1 Advertising the sale in the public press in English and depending on the target group, advertisements may also be in other languages.

4.2 The auction must be advertised in such a manner that the general public have a reasonable opportunity to become aware of the auction, the goods on offer and the rules governing the auction.

4.3 Advertisements must be placed at least 20 days before the auction date to allow interested parties across the Republic of South Africa the opportunity to participate in the auction(s).

4.4 The information to be reflected in the advertisement must be the following;

- Venue
- Auction date and time
- Short description of assets/goods to be sold



CLASSIFICATION: CONFIDENTIAL

SUBJECT: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS

- Viewing date and time
 - Special conditions applicable to the sale e.g. whether a deposit / registration fee will be applicable
 - Name and contact details for enquiries
 - The word “government sale” is to appear in large print at the top of the advertisement and the name and telephone number of the auctioneer at the bottom
- 4.5 Draft copies of proposed advertisement must be submitted to the Department for prior approval.
- 4.6 Auctioneers must launch effective advertisement campaigns to attract targeted group of buyers before the auction.
- 4.7 The cost of the advertisements is for the auctioneer, including all other expenditure on advertisements such as handbills, posters, internet, etc.
- 4.8 Once the advertisements are published, proof of the advertisements must be provided to the Department.
- 4.9 Sorting of the goods / assets into lots. (If extra personnel are required it will be for the expense of the auctioneer).
- 4.10 Cataloguing the assets on the internet accompanied by the relevant information of each lot prior to the sale.
- 4.11 The auction shall be conducted in English at the time and place indicated by the Department in consultation with the auctioneer.
- 4.12 The auction must commence at the published date and time and will not be delayed enabling any specific person to take part in the auction.
- 4.13 The goods to be sold will only be viewed by the public during such times and dates specified by the Department at least one day before the sale.
- 4.14 Every prospective buyer must, prior to the commencement of the auction, register, provide the necessary documentation and administer the registration fee.
- 4.15 The auctioneer must announce the condition of sale or rules of the auction before the commencement of the auction.
- 4.16 Provide at least two officials at own expense to assist during the auction proceedings such as recording the buyer's information and the lot price.
- 4.17 The departments auction list / catalogue or vendor's roll of the auctioneer must be supplemented with the following details;



CLASSIFICATION: CONFIDENTIAL

SUBJECT: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS

- the names and addresses of the purchaser and buyer's number
 - the amount rose for each lot (knockdown price for each buyer)
 - the gross amount for the entire auction
- 4.18 Inspect all assets / goods prior to the commencement of the auction to ensure that the lot numbers and descriptions are correct and familiarise him/her with the condition of the goods.
- 4.19 Obtain payment from the buyers before the completion of the auction or as approved by the auctioneer.
- 4.20 Payment received at the auction must be recorded and proof thereof must be submitted to the Department.
- 4.21 The auction list and the invoices for the buyers must refer to the description of the goods, serial number (if any), bar code of the asset and car registration number for sale of vehicles of transport assets.
- 4.22 The sale by auction is complete when the auctioneer announces its completion by the fall of the hammer or two hours after the last bid has been knocked down, provided that the extended period falls on the same day of the auction.
- 4.23 Buyers should take note that the lots are sold **as is** ("voetstoots") and that no claims will be considered by virtue of incorrect descriptions, quantity, quality, condition, or any other grounds. No guarantees or warranties will be given in this regard.
- 4.24 All vehicles, trailers, farm implements, general and electrical machinery are sold **as is** and may not have maintenance / service records irrespective of their appearance and condition.
- 4.25 The auctioneer shall only knock down a bid for the highest and registered buyer. Once the lot is knocked down, the risk shall pass to the buyer after payment has been received and no complaints will be considered thereafter.
- 4.26 The auctioneer or his/her representative is not allowed to bid or buy on the auction.
- 4.27 Buyers are not permitted to enter into any transaction on the Departments premises. In particular, the re-auctioning or resale of goods already purchased.



CLASSIFICATION: CONFIDENTIAL

SUBJECT: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS

- 4.28 The auctioneer shall not be part or party to a “Ring”. Should any active association with a “Ring” be proved to the satisfaction of the Department, the contract with the auctioneer will be cancelled with immediate effect.
- 4.29 The term “Ring” means the grouping together of prospective buyers who manipulate prices as well as other buyers to take part in the auction.
- 4.30 The order or sequence in which lots will be sold may be changed and lots may be grouped or divided at the discretion of the Department, provided buyers have no objection.
- 4.31 Provision must be made for buyers to pay before the end of the auction without interrupting the auction and receipts will only be issued to registered buyers.
- 4.32 The auctioneer must bring their own equipment to be used for the auction, such as;
- paper for printing the sale slip for goods purchased or invoices,
 - printers or multifunction device
 - recording machine to record the auction proceedings
 - microphone and loudspeakers for bidding process and or public address system
 - furniture for the receipt office
- 4.33 The Service Provider will be responsible for the safeguard of the assets throughout the auctioning and management of the process. The department will not be liable for any loss or damages due to failure to implement adequate security measures.

5. PAYMENT CONDITIONS:

- 5.1 Payment by the successful auctioneer to the Department must be made in South African Rand currency.
- 5.2 The nett proceed of each auction shall be paid to the Department not later than seven (7) days after the conclusion of the auction by means of Electronic Funds Transfer (EFT).
- 5.3 The bid price of the specific lot must be paid over to DALRRD.
- 5.4 Proof of payment from the bank that the money is paid over to DALRRD must be submitted once the payment is done, by means of email.
- 5.5 The buyer’s commission including VAT is for the auctioneer.



CLASSIFICATION: CONFIDENTIAL

SUBJECT: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS

6. COLLECTION OF GOODS PURCHASED:

- 6.1 Goods purchased by the buyers may be removed at a time and date determined by the Department and only upon producing the auctioneer's sale slip in duplicate. The duplicate delivery note, signed by the buyer will be retained by the Department as proof of the sale and as proof of the removal or collection.
- 6.2 All lots must be removed by the buyer "*in toto*" within seven (7) working days of the date of the sale on his/her own risk and cost within normal working hours from 08:30 until 15:00 during weekdays
- 6.3 The Department shall not be liable for any injuries, damages or any losses of any nature whatsoever arising from the auction or the collection of goods.
- 6.4 If for any reason acceptable to the Department lots cannot be removed as referred to in paragraph 6.1, approval for the extension may be approved upon a written request and at the buyers own risk.
- 6.5 If a buyer fails to collect the purchased goods within the specified time herein, the Department has the right to, without further communication, confiscate and dispose of the goods as it may deem fit, without reimbursement to the buyer.
- 6.6 Buyers may personally or request their own representative to supervise the loading, collection of the purchased goods.
- 6.7 Transport assets such as motor vehicles, trailers, will only be allowed to be collected once the Notice of Change of Ownership (NCO) document is completed by the buyer(s) with a copy of a valid identity document. Proof of such must be submitted to the Department.
- 6.8 Ownership and title will only be transferred or released upon full settlement of the lot and with proof of payment.
- 6.9 Key(s) of the motor vehicle will only be handed over to the buyer if the above requirement is met. Duplicates keys cannot be guaranteed.
- 6.10 The Department is under no obligation to provide assistance with the loading of goods purchased.
- 6.11 Buyers, their representatives, workmen, vehicles, or equipment will be allowed on the Department premises at their own risk, however the Department will not accept any responsibility for their safety or their property.



CLASSIFICATION: CONFIDENTIAL

SUBJECT: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS

7. REQUIRED COMPETENCIES:

- 7.1 The Department is looking for a South African service provider who is qualified and has knowledge of auctions.
- 7.2 The auctioneer must display professional skills to demonstrate that they have the technical capacity and capability to render the auctioneer service to the best advantage of the Department.
- 7.3 The auctioneer must be able to demonstrate ownership of an auction system that is fully operational of setting up the conditions of the sale, registering and accepting of the buyers with built in securities to guarantee bidder confidentiality and prevent unauthorised access.
- 7.4 The auctioneer must be able to provide a full catalogue of goods to be auctioned with lot numbers, descriptions, photos, and other relevant information to be displayed.
- 7.5 The auctioneer must provide at least three (3) reference letters of previous auctioneer services successfully rendered. The reference letter must be on the letter head of the client, including at least a contact name, physical address and telephone number of the clients. (The letter must be duly signed by the client)
- 7.6 The qualifications will be subject to a vetting process, prior to the appointment of the successful auctioneer.
- 7.7 The successful auctioneer must have a recording machine to record the auction proceedings and own a microphone, loudspeakers, or a public address system.

8. MANDATORY REQUIREMENTS:

- 8.1 Service Providers will be required to attend a compulsory briefing session, failure to attend the briefing session will result in disqualification.
- 8.2 The auctioneer must provide a valid certified copy as proof that they are registered with the South African Institute of Auctioneers (SAIA) and or South African Professional Auctioneers Association (SAPAA).

NOTE: Additional Required Documents (Not for elimination/disqualification)

- a) Valid Tax Clearance Certificate and/or SARS issued pin code.
- b) Valid BBBEE certificate / affidavit in case of EME and QSE.



CLASSIFICATION: CONFIDENTIAL

SUBJECT: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS

(a) TAX COMPLIANCE STATUS

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

(b) VALID BBBEE CERTIFICATE / AFFIDAVIT IN CASE OF EME AND QSE

Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid B-BBEE Status Level Verification Certificates (Verification Agencies accredited by SANAS) or Sworn Affidavit signed by the deponent and attested by the Commissioner of Oaths or B-BBEE certificate issued by the Companies and Intellectual Property Commission to substantiate their BBBEE rating claims together with their tenders.

A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.

Tenderers who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE

NB: Certificates issued by IRBA and Accounting Officers have been discontinued.

9. DURATION:

- 9.1 The auctioneer service is expected to run for a period of three (3) years from the date of signing the contract with DALRRD.

10. EVALUATION CRITERIA:

This bid shall be evaluated in two (2) stages. At the first stage, bids will be evaluated on functionality and at the second stage, in accordance with the 80/20 preference point system as stipulated below;

10.1 First stage: Evaluation of Functionality;

The evaluation of functionality will be evaluated individually by Members of the Bid Evaluation Committee in accordance with the below criteria and values.

The applicable values that will be utilized when scoring each criteria, ranges from 1 = poor, 2 = average, 3 = good, 4 = very good and 5 = excellent



CLASSIFICATION: CONFIDENTIAL

SUBJECT: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS

CRITERIA	CRITERIA APPLICATION	SCORING / POINTS	WEIGHT
1. Qualifications	The Auctioneer must have at least a diploma in Auctioning	Masters + = 5 points Honours degree = 4 points Diploma = 3 points Certificate(s) = 2 points Grade 12 = 1 point Copies of all certificates must be attached as proof	25
2. Experience	The Auctioneer must at least have a minimum of five (5) years relevant experience in the field	8 years + = 5 points 6 - 8 years = 4 points 5 years = 3 points 2 - 4 years = 2 points 1 year and less = 1 point Attached a business profile or cv indicating the experience of the auctioneer	40
3. Competency	Proof of at least three (3) Contactable references indicating similar auctions were executed	5 + letters = 5 points 4 letters = 4 points 3 letters = 3 points 2 letters = 2 points 1 letter = 1 point Copies of all references must be attached as proof	35
TOTAL POINTS			100

Bids that fail to achieve a minimum of **60 points out of 100 points** for functionality will be disqualified at the first stage. (This means that such bids will not be evaluated at the second stage).

10.2 Second stage: Evaluation in terms of 80/20 Preference Points System:

Bids will be evaluated on the 80/20 preference point system as outlined in the Procurement Preferential Regulation of 2017. Bidder that scores the highest points in this stage will be awarded the bid.

CRITERIA	WEIGHT
Price (buyer's commission)	80
B-BBEE Status level contributor	20

10.3 PRICING / BUYER'S COMMISSION RATE:

The auctioneer will be required to provide a **buyer's percentage commission** that will cover all their expenses / cost pertaining to successful rendering of an auction.



SUBJECT: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS

Each year's percentage commission rate provided must be firm and fixed.

The criteria for pricing will be based on a percentage commission rate. The bidder who has provided the lowest average percentage rate of commission will score 80 points for price.

See pricing schedule for buyer's commission annexure attached.

10.4 Calculating of points for B-BBEE status level of contribution:

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
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

Bidders must submit original and valid B-BBEE Status Level Verification Certificate or certified copies thereof.

Bidders who do not submit B-BBEE certificates are non-compliant contributors, do not qualify for preference points as B-BBEE but will not be disqualified from the bidding process.

11. OPT-OUT CLAUSE/TERMINATION:

11.1 DALRRD reserves the right not to appoint if a suitable Service Provider is not found, at the complete discretion of DALRRD.

11.2 The department has the right to terminate the contract where clear evidence of non-performance arises.

12. FINANCIAL PENALTIES:

12.1 Financial penalties will be imposed where non-payment of the proceeds / revenue is not paid to DALRRD without providing;

- timeous notification



CLASSIFICATION: CONFIDENTIAL

SUBJECT: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS

- reasons for the delay or non-payment and
- supporting evidence that the delay were outside of the influence of the Service Provider.

13. NORMAL CONDITIONS:

- 13.1 The right is reserved by the Department to stop, cancel the auction or to withdraw lot(s) at any time.
- 13.2 In cases of unsatisfactory performance by the auctioneer, the Department is entitled to take corrective steps for example to cancel the contract and make alternative arrangements for the rendering of the service. Should these steps result in a loss of income or additional costs to the Department, the Department is entitled to claim damages and may impose a penalty.
- 13.3 The Department representative at the auction sale has the right to settle any disputes or to withdraw lots if fair prices are not obtained.
- 13.4 The Department representative has the right to indicate that a lot(s) is subject to confirmation (STC) before any lot is knocked down. STC will be confirmed within twenty-four (24) hours after the auction.

14. PUBLICATION:

- 14.1 The bid will be published for a duration of 21 days on the following websites;
- National Treasury e-Portal system
 - Departmental Website

15. ENQUIRIES:

15.1 Technical enquiries regarding the bid can be forwarded to:

Department of Agriculture, Land Reform and Rural Development
Directorate: Logistics and Asset Management
Private Bag x388
PRETORIA, 0001

Attention: Ms Amanda le Roux
Telephone: (012) 319 7399
Email: Amandalr@dalrrd.gov.za

Or alternatively

Mr Tshwane Johannes Kgorutla
Telephone: (012) 319 6677
Email: DavidK@dalrrd.gov.za



5/2/2/1-DALRRD 0022 (2022/2023)

APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS.

NB: THERE WILL BE A COMPULSORY BRIEFING SESSION.

DATE : 21 SEPTEMBER 2022
VENUE : LAPA, OLD BUILDING
184 JEFF MASEMOLA
PRETORIA
TIME : 10:00

CLOSING DATE: 05 OCTOBER 2022 @ 11:00

TECHNICAL ENQUIRIES : Ms Amanda le Roux / Mr Tshwane Johannes Kgorutla
TEL : (012) 319 7399 /(012) 319 6677
EMAIL : Amandalr@dalrrd.gov.za / DavidK@dalrrd.gov.za

BID RELATED ENQUIRIES : Ms Tshepo Mlambo/ Mr Pfarelo Makhado / Mr Abie Olyn
TEL : (012) 312 9734/8359/9786/9518
EMAIL : Tshepo.Mlambo@dalrrd.gov.za / Pfarelo.Makhado@dalrrd.gov.za / Abie.Olyn@dalrrd.gov.za

FINANCIAL PROPOSAL – PART 2 OF 2

DALRRD 0022 (2022/2023)

TERMS OF REFERENCE: FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER AN AUCTIONEER SERVICE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD) FOR A PERIOD OF THREE (3) YEARS

NAME OF BIDDER: BID NO.: **DALRRD 0022 (2022/2023)**

CLOSING TIME: 11:00

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>
------------	-------------	--

BUYERS COMMISSION / PRICE

THREE YEAR BID	% BUYERS COMMISSION
YEAR 1	
YEAR 2	
YEAR 3	
AVERAGE BUYERS COMMISSION FOR 3 YEARS	

Buyers commission must be inclusive of all cost pertaining to the auction, such as travel, accommodation, advertisement, etc.

Note: Each year's percentage commission rate provided above must be firm and fixed. Non-firm prices will not be accepted.

Any enquiries regarding bidding procedures may be directed to –

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

Technical related enquiries:

Ms Amanda le Roux
Telephone: (012) 319 7399
Email: Amandalr@dalrrd.gov.za

Or alternatively

Mr Tshwane Johannes Kgorutla
Telephone: (012) 319 6677
Email: DavidK@dalrrd.gov.za

Bid related enquiries:

Mr Pfarelo Makhado
Bids Management, Supply Chain Management
Telephone number: (012) 312 9734
Email: pfarelo.makhado@dalrrd.gov.za