



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

TENDER NO: ACDP 26/12

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

NAME OF TENDERER	
TOTAL TENDERED AMOUNT	
VAT NUMBER (if registered for VAT)	
SUPPLIER CSD REGISTRATION NUMBER	
TAX COMPLIANCE STATUS PIN (to verify bidder's tax compliance status)	

PREPARED BY:



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

**HEAD OF DEPARTMENT
LIMPOPO DEPT OF AGRICULTURE AND RURAL DEVELOPMENT
PRIVATE BAG X 9487
POLOKWANE
0700**

CLOSING DATE : 30/11/2026
Time : 11h00

COMPULSORY BRIEFING SESSION : 23/11/2026 @ 10H00
VENUE : 67/69 BICCARD STREET, POLOKWANE

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ACDP 26/12	CLOSING DATE: 30 NOVEMBER 2026		CLOSING TIME:	11:00
DESCRIPTION	DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
67/69 BICCARD STREET					
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT					
LIMPOPO 0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	KUMALO L		CONTACT PERSON	MAPHIRI IZ	
TELEPHONE NUMBER	015 294 3361		TELEPHONE NUMBER	071 029 5552	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	kumaloL@agric.limpopo.gov.za		E-MAIL ADDRESS	maphiriZ@agric.limpopo.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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, 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:

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number <u>ACDP 26/12</u>
Closing Time 11:00	Closing date <u>30 November 2026</u>

OFFER TO BE VALID FOR 240 DAYS FROM THE CLOSING DATE OF BID.

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

As per specification

R

-
- | | | |
|---|--|----------------|
| - | Required by: | |
| - | At: | |
| - | Brand and model | |
| - | Country of origin | |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | |
| - | Period required for delivery | |
| - | Delivery: | *Firm/not firm |

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

.....
Signature of Bidder

.....
Date

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 **In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.**
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People ownership > 51%	5	
Women Ownership > 51%	4	
Persons with Disability Ownership >51%	5	
Youth Ownership >51%	6	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are

correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	



CONFIDENTIAL

LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

TERMS OF REFERENCE

FOR

**DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING,
DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF
36 MONTHS.**

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

1. LIST OF ACRONYMS AND ABBREVIATIONS

ACRONYM / ABBREVIATION	FULL FORM / DEFINITION
ABS	Acrylonitrile Butadiene Styrene (A durable, rigid plastic sheet used for signboards)
CMYK	Cyan, Magenta, Yellow, Key/Black (Four-colour process printing model)
CPI	Consumer Price Index (Used to calculate annual contract price adjustments)
CSD	Central Supplier Database (National Treasury's supplier database)
Dia CCA	
GG	Government Garages (Referring to government-owned fleet vehicles)
GHS	Globally Harmonized System of Classification and Labelling of Chemicals
GSM / gsm	Grams per Square Metre (Standard unit of measurement for paper weight)
ID	Identity Document
JV	Joint Venture
LDARD	Limpopo Department of Agriculture and Rural Development
MPa	
NCR	No Carbon Required (Self-copying carbonless paper used for duplicate receipt/permit books)
LDARD	Limpopo Department of Agriculture and Rural Development
OHS Act	Occupational Health and Safety Act, No. 85 of 1993
PDF	Portable Document Format
PFMA	Public Finance Management Act
PMS / Spot Color	Pantone Matching System (Pre-mixed special ink such as metallic gold/silver)
Prov Sum	Provisional Sum (An allocated budget amount for unforeseen or unspecified costs)
PTO	Permission to Occupy (Land tenure document used as proof of office location)
SABS	South African Bureau of Standards
SANS	South African National Standards
SARS	South African Revenue Service
SBD	Standard Bidding Document (Official government compliance tender forms, e.g., SBD 1, 4, 6.1)
SCOPA	Standing Committee on Public Accounts
Stats SA	Statistics South Africa
UV	Ultraviolet (Refers to UV-resistant inks or UV-cured direct prints for outdoor durability)
VAT	Value Added Tax

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

2. PURPOSE

To appoint a suitable service provider for the design, printing, reproduction, layout, proof reading, packaging, delivery of documents and installation of signboards for Limpopo Department of Agriculture and Rural Development (LDARD) for a period of 36 months.

3. INTRODUCTION AND BACKGROUND

LDARD is charged with the responsibility for development, design, printing publications of all strategic documents such as the Strategic Plan, Annual Performance Plan, Budget Speech, Citizens Report, Service Delivery Standards, Service Delivery Improvement Plan, Service Delivery Charter and also installation of signboards and branding materials. This requires the service provider who will print required copies at the required quality, quantity and time. This exercise necessitates the Department to ensure that credible service providers be given an opportunity to bid rendering for the services.

The Department is required to have strategic and other documents developed, printed and published on yearly basis to ensure that stakeholders are updated on the departmental plans and progress made regarding organizational performance.

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

3. SCOPE OF WORK

The service provider will be required to print, reproduce, layout, proofread, package and deliver documents for LDARD as follows:

3.1 DOCUMENTS

NO	DOCUMENT	QUANTITY	RATE PER PAGE
1	PAD 014 – Stock Cards - Format: A6 (148mm H x 105mm W) - Cover pages: 4 pages - Cover stock: 180gsm Kraft Board - Cover printing: Black ink, both sides (1/1) - Text stock: 80gsm White Typerk Bond - Text printing: Black ink throughout (1/1) - Estimated number of pages 32- Finishing: Fold, Stitch & Trim- Packaging: Shrink-wrapped in 10's	1	R_____
2	PAD 015 – Cattle Registers - Format: A5 (210mm H x 148mm W) - Total pages: 304pp Text + End leaves + Covers - Front cover: Medium Chipboard, printed in black ink one side only (1/0) - Front end leaves: 180gsm Kraft Board, printed in black ink one side only (1/0), 80gsm White Typerk Bond, printed in black ink throughout (1/1) - Back end leaves: 180gsm Kraft Board, not printed - Back cover: Medium Chipboard, not printed - Finishing: Collated, Thread sewn and Quarter Bound with Blue Pin Head Cloth- - Packaging: Shrink-wrapped in 5's	1	R_____
3	PAD 018 – Ordinary Permit Books - Format: A4 (297mm H x 210mm W) - Total: 100 Leaves per Pad + Cover & Backing Board - Cover: 180gsm Kraft Board, printed in black ink one side only (1/0) - Text: 80gsm White Typerk Bond, printed in 2 color one side only (2/0)- Backing board: Thin Chipboard, not printed - Finishing: Counted, padded in 100's and trimmed to size - Packaging: Shrink-wrapped in 5's	1	R_____

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

NO	DOCUMENT	QUANTITY	RATE PER PAGE
4	PAD 019 – Red Cross Permit Books - Format: A4 (297mm H x 210mm W) - Total: 100 Leaves per Pad + Cover & Backing Board - Cover: 180gsm Kraft Board, printed in black ink one side only (1/0)- Text: 80gsm White Typerk Bond, printed in 2 color one side only (2/0) - Backing board: Thin Chipboard, not printed -Finishing: Counted, padded in 100's and trimmed to size -Packaging: Shrink-wrapped in 5's	1	R_____
5	BR 5 – Sample Submission Books - Format: A4 (210mm H x 297mm W) - Total: 2 parts; 50 sets + covers - Front cover: 180gsm Brown Kraft Paper, printed in black ink one side only (1/0) - Text 1: 53gsm NCR Paper, printed in black ink one side only, perforated (1/0) - Text 2: 53gsm NCR Paper, printed in black ink one side only (1/0) - Back cover: 180gsm Brown Kraft Paper, blank, overlapping - Finishing: Perforated, Collated, Side Stapled - Packaging: Not specified	1	R_____
6	Submission book Size: A3L Oblong, 297mm X 420mm Page count :144pages (1 ½ quire) Paper type: Azure woven paper Binding: full bound, cased, squared and thread-sewn (Artwork will be provided for these).	1	R_____
7	Rabies vaccination card - Item description: Rabies Vaccination Card (double-sided) - Format: A6 (148mm H x 105mm W) - Total pages: 2 (front and back, single card) - Stock: 180gsm Kraft Board - Printing: Text: Black ink, both sides (1/1). Background full color - Finishing: Guillotine cut to size - Packaging: Shrink-wrapped in 50's	1	R_____
8	Annual Report A4 Glossy Booklet – printed back-to-back Covers 250 gsm		R

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

NO	DOCUMENT	QUANTITY	RATE PER PAGE
	Insides 120gsm Pages : Ranges from 250 - 350 Full Color (Perfect binding)		
9	Annual Performance Plan A4 Glossy Booklet – printed on both sides (back-to-back) Pages : Ranges from 180 - 220Covers 250 gsm Insides 120gsm Full Color (Perfect binding)	1	R
10	Strategic Plan A4 Glossy Booklet – printed on both sides Pages : Ranges from 120 -160 Covers 250 gsm Insides 120gsm Full Color (Perfect binding)	1	R_____
11	Budget Speech A5 Glossy Booklet – printed on both sides Pages : Ranges from 25-50Covers 250 gsm Insides 120gsm Full Color (Saddle stitch)	1	R_____
12	Citizens Report A4 Glossy Booklet – printed on both sides Pages : Ranges from 35-60 Covers 250 gsm Insides 120gsm Full Color (Saddle stitch)	1	R_____
13	A5 Glossy Booklets Pages : Ranges from 30-50 Covers 250 gsm Insides 120gsm Full Color (Saddle stitch)	1	R_____
14	A4 Glossy Booklet Pages : Ranges from 30-50 Full Color (Saddle stitch) 180 gsm	1	R_____
15	A1 Glossy Information Poster 180 gsm Full Color	1	R_____

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

NO	DOCUMENT	QUANTITY	RATE PER PAGE
16	A2 Glossy Information Poster 180 gsm Full Color	1	R_____
17	A5 Flyers 180 gsm Full Color	1	R_____
18	Service Delivery Improvement Plan A4 Glossy Booklet Pages : Ranges from 20-35 Covers 250 gsm Insides 120gsm Full Color (Saddle stitch)	1	R_____
19	Service Delivery Charter (Poster) Pages : Ranges from 220-320 A1 Glossy Poster 180 gsm Full Color	1	R_____
20	Service Standards Pages : Ranges from 80-120 A4 Glossy Booklet Covers 250 gsm Insides 120gsm Full Color	1	R_____
21	Statement of Public Service Commitment Charter Pages : Ranges from 220-320 (A1 Glossy) Poster 180 gsm Full Color	1	R_____
22	Batho Pele Principles (4 languages) Poster A1 Glossy 180 gsm Full Color	1	R_____
23	A0 Glossy Poster (public notices) 180 gsm Full Color	1	R_____
24	Zwavhulimi Newsletter Pages : Ranges from 25-40 Glossy A4 Covers 250 gsm Insides 120gsm	1	R_____

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

NO	DOCUMENT	QUANTITY	RATE PER PAGE
	Full Color (Saddle stitch)		
25	Hard Cover Booklet-Portrait or landscape) A4 (297x210) mm, B5 (176x250) mm and Custom Size (220 X 210) mm Covers (3mm thickness board printed on gloss with title on spot color-gold or silver) trimmed to size 330 gsm Insides 120gsm Pages : 100 Full Color Binding: Case bound with tread sewing	1	R_____
26	Hard Cover Booklet Size: 210x210mm Pages: 100 Full Color throughout 130gsm Matt Spot varnished throughout Cover: Matt lamination with gold foiling 20mmx130mm foiling block Binding: Case bound with tread sewing	1	R_____
27	Info Booklets A5 Glossy Pages : Ranges from 30-50 Covers 250 gsm Insides 120gsm Full Color Saddle stitch	1	R_____
28	Info Booklets A4 Glossy Pages : Ranges from 30-50 Covers (250 gsm) Insides (120gsm) Full Color Saddle stitch	1	R_____
29	A5 Flyers 180 gsm Full Color	1	R_____
30	Information Posters A3 Glossy 180 gsm Full Color	1	R_____
31	Brochures A4 Gloss Covers Printed both sides 120 gsm	1	R_____

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

NO	DOCUMENT	QUANTITY	RATE PER PAGE
	Full Color Z Folders		
32	Bursary Brochures A5 Glossy Full Color	1	R_____
33	Bursary Brochures 4 Pager on Cascade Bond for the covers (Pink / Yellow) and 8 pagers for the inside printed on superior laser 80gsm (white). Saddle stitch	1	R_____
34	A4 Folders (with pockets) Glossy (Artwork to be provided) 200 -250gsm	1	R_____
35	Folders (with pockets) A4 Glossy Covers 300 gsm Full color	1	R_____
36	College Prospectus Pages : Ranges from 50-70 A5 Glossy Covers 250 gsm Insides 120gsm Full Color (Saddle stitch)	1	R_____
37	Study Manuals A4 Mate Cover with transparency (Front & Back) Pages : Ranges from 90-110 Covers 250 gsm Insides 120gsm Full Color (Tape binding)	1	R_____
38.	Study Manuals A4 Matt Cover (250 -280gsm) (Artwork to be provided) Pages : Ranges from 130-170 Perfect binding	1	R_____
39	Tests and Exams Booklets A4 (80gsm for inside pages printed on both sides). 4 Pager on Cascade Bond for the covers (Assorted Colors) and 10 pagers for the inside printed on superior laser 80gsm (white). (Saddle stitch)	1	R_____

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

NO	DOCUMENT	QUANTITY	RATE PER PAGE
40	Tests and Exams Booklets, 80 gsm for 10 inside pages printed on both sides. Paper on cascade bond for covers- pink or yellow (Artwork will be provided for these). 200 -250gsm Pages : 12 color Saddle stich	1	R_____
41	A6 Pocket Book – Memo (105x148 mm) Pages : Ranges from 130-160 Hard cover (with 80 gsm) Perfect binding	1	R_____
42	A5 Pocket Book – Memo (210x148 mm) Pages : Ranges from 130-160 Hard cover (with 80 gsm) Perfect binding	1	R_____
43	Packaging of SCOPA Documents Packaging of 50 Arch lever files in terms of the master file. The files are divided by alphabet dividers and color charts as highlighted in the report. The report should be printed in color.	1	R_____
44	Packaging of 50 flash discs in terms of the master file (file will in item 38 above). The 50 flash discs should be nicely packaged in envelopes	1	R_____
45	A0 Dummy Cheque(1200 x 845) mm to be printed on glossy corrugated boards and or with a glossy finishing 180 gsm	1	R_____
Total 3.1			R

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

3.2PROMOTIONAL MATERIAL

NO	ITEM	DESCRIPTION	QUANTITY	UNIT PRICE
1	Name tags B4 150 sgm gloss	(105x148) mm, laminated and Branded polyester lanyard (1.5m length) (25mm width) Punched and Laminated (Gold, green and black) Full Color (CMYK)	1	R_____
2	30 cm Rulers	Branded. Plastic polystyrene material Full Color (CMYK)	1	R_____
3	Promotional Pens	Twist action branded promotional pen Full Color (CMYK)	1	R_____
4	A2 Poster	Vinyl stickers and mounting Full Color (CMYK)	1	R_____
5	A1 Poster	Vinyl stickers- and mounting Full Color (CMYK)	1	R_____
6	Vinyl Stickers	90 x90 round stickers Full Color (CMYK)	1	R_____
7	A5 Vinyls stickers	(148x210mm)Vinyl stickers Full Color (CMYK)	1	R_____
8	Door tags vinyl	V 80 X 450 mm Door tags and mounting Full Color (CMYK)	1	R_____
9	A1 Wall calendars	Glossy paper (250-300 gsm) Full Color (CMYK)	1	R_____
10	A2 Desk calendars	Matt paper (150-180 gsm) 12 pages also 2mm board. Full Color (CMYK)	1	R_____
11	Desktop calendars	12 sheets 150-180 gsm (210x150) mm printed on one side. Wiro Spiral bound on (420x210) mm 3mm board. Full Color (CMYK)	1	R_____
12	A5 Diaries	366 pages inside 60-80 gsm matt. Full Color (CMYK). Cover: padded 3mm hardboard. To be printed with spot gold or silver	1	R_____

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

13	A4 Diaries	366 pages inside 60-80 gsm matt. Full Color (CMYK). Cover: padded 3mm hardboard. To be printed with spot gold or silver	1	R_____
14.	Business Cards	(Standard size of 8.9 X 5.1 cm printed both sides on mate stock paper) 300gsm Full Color (CMYK)	1	R_____
TOTAL 3.2				R

3.3 BRANDED (DEPARTMENTAL) MATERIALS

NO	ITEM	DESCRIPTION	QUANTIT Y	UNIT PRICE
1.	Branded telescopic flags	6m x 3m PRODUCT FEATURES & BENEFITS • Full-Color Dye-Sublimation Printing – Long-lasting, fade-resistant, and high-impact graphics • 100% Polyester Display Fabric – Smooth, durable, and professional finish • Fold-Up Aluminium Frame System – Strong yet lightweight for repeated use • Quick & Easy Setup – Tool-free assembly in minutes • Lightweight & Portable – Ideal for travel and frequent events • Complete Kit Included – Print, frame system, and carry bag • With Grip, Steel and rubber bat mallet – 500g	1	R_____
2.	Backdrop stage banner	PRODUCT FEATURES & BENEFITS 4.5 x 2.25 m (xx Large) • Full-Color Dye-Sublimation Printing – Long-lasting, fade-resistant, and high-impact graphics • 100% Polyester Display Fabric – Smooth, durable, and professional finish	1	R_____

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

		• Fold-Up Aluminium Frame System – Strong yet lightweight for repeated use • Quick & Easy Setup – Tool-free assembly in minutes • Lightweight & Portable – Ideal for travel and frequent events • Complete Kit Included – Print, frame system, and carry bag • Aluminium frame • With Grip, Steel and rubber bat mallet – 500g		
3.	Gazebo	• Banner Wall System, Print and Carry Bag. Size 3m x 2.25m • Digitally Dye-Sublimation Full Color Print • 100% Polyester Material • Includes bag, full-color print and system • Aluminium frame • With Grip, Steel and rubber bat mallet – 500g	1	R_____
4.	Gazebo	• Banner Wall System, Print and Carry Bag. 3m x 6m Branded Departmental Back wall • Digitally Dye-Sublimation Full Color Print • 100% Polyester Material • Includes bag, full-color print and system • Aluminium frame • With Grip, Steel and rubber bat mallet – 500g	1	R_____
5.	Tablecloths rectangle	Full color Branded Printed via dye sublimation, fabric tablecloths machine washable Visual Size Tablecloth Medium: 2590mm x 1590mm (400mm overhang) Full color dye sublimated 100% polyester fabric or vinyl ones	1	R_____
	Tablecloths rectangle	Full color Branded Vinyl Printed,	1	R_____

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

		Visual Size Tablecloth Medium: 2590mm x 1590mm (400mm overhang) Full color dye sublimated 100% polyester fabric		
6.	Slimline Banners: (A modern Advertising Tool) - small	Slimline banners. Crafted from 100% polyester fabric, advanced dye sublimation printing. •Deluxe Slimline Banner: 800mm (W) x 2000mm (H), Double Sided Each banner package must offer several key elements, including: •Aluminium frame •Double-sided branding •100% polyester fabric •Full-color digital dye sublimation print •Easy-to-remove and washable materials Carry bags	1	R_____
7.	Slimline Banners: (A modern Advertising Tool) - BIG	Slimline banners. Crafted from 100% polyester fabric, advanced dye sublimation printing. Deluxe Slimline Banner: 2440mm (W) x 2220mm (H), Double Sided Each banner package must offer several key elements, including: •Aluminium frame •Double-sided branding •100% polyester fabric •Full-color digital dye sublimation print •Easy-to-remove and washable materials Carry bags	1	R_____
8.	Pull up banners	2 m x 1.2mm Wide Unit, with wide still base, with new departmental logo, foldable and carry bag	1	R_____
9.	Telescopic 4 pole cluster of flags	6 m 100% Polyester Ultra Sheen Full Color Print Double Sided Include System, Print, Flag fountain System and Carry Bag, 1.5kg club hammer with rubber handle	1	R_____
10.	Banner	Wall System Print and Carry Bag. Size 3m x 2.25m • Digital Dye-Sublimation Full Color Print	1	R_____

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

		•100% Polyester Material - Single sided •Includes bag, full-color print and system with hammer		
11.	Wall Banner	System, Print and Carry Bag. Size 4500mm x 2250mm •Digital Dye-Sublimation Full Color Print •100% Polyester Material •Includes bag, full-color print and system •Double Sided	1	R_____
12.	Slimline Banner wall	Max 3 x 2.28m, Complete Digitally Printed onto Banner weave, Double Sided Sock Print, Complete with Aluminium Frame, Steel Feet and Carry Bag	1	R_____
13.	Event Dome	Full unit including 7 branded tabletops & carry bags. N.b. including shelves (full color) Standard size 2.76 width x 2.8 height, depth 2.8, total weight 43 kg	1	R_____
14.	Lantern Banners	2m, Print & Mechanism, including carry bag and quad spike	1	R_____
15.	Telescopic 4 pole cluster of flags	6 m 100% Polyester Ultra Sheen Full Color Print Double Sided Include System, Print, Flag fountain System and Carry Bag, 1.5kg club hammer with rubber handle	1	R_____
16.	Stickers	Branding of GG vehicles with anti-corruption message per square meter. Must be printed on sticky vinyl in full color.	1	R_____
17.	A4 Leadership pictures	(to be printed on smooth Mate and non-reflective photopaper) (250 gsm) Full Color	1	R_____
18.	A4 Frames for certificates	380mm x 280mm Gold Ornate Frame with the width between (30-50mm) made of resin. With clear glass to protect the picture (380mm x 280mm) Full color	1	R_____
19.	A3 Frames for certificates	460mm x 355mm Gold Ornate Frame with the width between (30-50mm) made of resin. With clear glass, and cardboard to protect and hold the picture (460mm x 355mm) Full color	1	R_____

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

20.	A4 Frames for Leadership Pictures	460mm x 355mm Gold Ornate Frame with the width between (30-50mm) made of resin. This comes with a (460mm x 355mm board preferably in assorted colors 3mm width). The board must have an opening(295x195) mm to accommodate (297x294) mm picture. With clear glass to protect the picture (460mm x 355mm)	1	R_____
21.	Aluminum and ABS Frames for Door name tags	(V 80x450) MM with transparent foil to cover the printed written content with departmental logo Print to be done on (80 x 450) MM 200-gsm gloss	1	R_____
22.	Branded certificate scroll holder	High-density cardboard to prevent crushing or bending. Dimensions tailored to fit either A4 certificate sizes End closure-Secure, push-fit plastic plug caps, integrated friction-fit. Length: 32 cm to 34,5cm Diameter: 40mm to 50mm	1	R_____
23.	Branded A4 envelopes	229 x 324 mm (22.9 x 32.4 cm) Peel-and-Seal envelopes.	1	R_____
24.	Branded EXPO Bags with 2 string handles – Various Colors	390mm x 320mm x 160mm. With a paper grammage of 280 sgm Art Card gloss, folded to size, Type Ink print Handle Cotton rope Orientation- Landscape	1	R_____
25.	Cotton Sling Bag for Career fairs, Shows/ Expos	120g/m2 natural cotton, this bag has an extra-long handle • 38cm (w) x 42cm (h) • strap: 110cm	1	R_____
26.	Carry bags:	Branding of the carry bags with handles on non-woven fabric. (41 length x 37 wide) cm Land Care	1	R_____
27.	A4 Branded Kraft paper Carrier Bag with Handles for Expos	Bag Size: 318 x 235 x 125mm Material: 120gsm White Kraft Paper Color: White Kraft branded with corporate colors of government design Handle: Paper carrier bag handles	1	R_____
28.	Squeeze water bottle branded:	750 ml (plastic) carrying capacity featuring wide-mouth design for quick refilling. The lid must have opening` and closing valve	1	R_____

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

29.	Thermal travel mug with handle	600 ml Stainless steel with spill proof lid. Heat resistant plastic	1	R_____
30.	A3 Certificates (trimmed to size)	To be printed on cardstock matt or gloss. The cardstock can either be: Granite paper Parchment Embossed Linen 200 gsm Full Color	1	R_____
31.	A4 Certificates (trimmed to size)	To be printed on cardstock matt or gloss. The cardstock can either be: Granite paper Parchment Embossed Linen 200 gsm Full Color	1	R_____
32	The fabric scroll banner	Scroll banner (0.8m × 1.5m, with adjustable telescopic poles), printed on polyester stretch fabric using dye-sublimation, and mounted on lightweight tubular aluminium poles (19mm diameter) with end caps (Gold powder-coated finish). This must include hanging rope attached.	1	R_____
TOTAL 3.3				

3.4 FLOORBOARDS, SIGNBOARDS AND DIRECTIONAL BOARDS

Boards sheets and frame must meet the following minimum standards:

- Material: Chromodek insulation finish steel sheet, of 1.0mm thickness minimum
- Background: Semi-matt smoke-grey
- Border: Non-reflectorized green, 20mm width
- Print: UV-resistant vinyl or UV-cured direct print
- Logos: LDARD, (full color)
- Text: Bilingual English and Sepedi, Matt Black Series DNA and B Letters font
- Symbols: SABS approved GHS pictograms (skull/crossbones and exclamation mark)
- Lamination: Matt overlamine, minimum 80 micron
- Compliance: SANS 1186-1:2015 and OHS Act 85 of 1993
- M10 galvanized bolts, nuts and washers must be used to anchor boards to posts.
- Minimum 10-year written guarantee against fading and peeling.

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

All steel sections supporting boards must be treated with 1 coat of primer and 2 coats of enamel paint.

a) To be mounted on the wall

NO	DESCRIPTION	QUANTITY	UNIT PRICE
1. Steel frames as per the size of the board	1500 mm x 1200 mm 1 mm sheets ABS boards print full color on vinyl one side – including holding frame	1	R_____
	845mm x 600mm 1 mm sheet ABS boards print full color on vinyl one side – including holding frame	1	R_____
	900mm x 400mm 1 mm sheet ABS boards print full color vinyl one side – including holding frame	1	R_____
	935mm x 435mm 1 mm sheet ABS boards print full color vinyl both side – including holding frame	1	R_____
2. Aluminium frames as per the size of the board	1500 mm x 1200 mm 1 mm ABS boards print full color on vinyl one side – including holding frame	1	R_____
	845mm x 600mm 1 mm ABS boards print full color on vinyl one side – including holding frame	1	R_____
	900mm x 400mm 1 mm ABS boards print full color vinyl one side – including holding frame	1	R_____
	935mm x 435mm 1 mm ABS boards print full color vinyl both side – including holding frame	1	R_____
3. Aluminium framed safety board	190 mm x 190 mm ABS board print full color on vinyl one side	1	R_____
	290 mm x 2900 mm ABS board print full color on vinyl one side	1	R_____
TOTAL 3.4 (a)			R_____

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

b) To be mounted on the poles

ITEM	DESCRIPTION		UNIT PRICE
1. Signboard with Steel frames as per the size of the board mounted on wooden or steel post	1500 mm x 1200 mm 1 mm ABS boards print full color on vinyl one side – including holding frame	1	R_____
	845mm x 600mm 1 mm ABS boards print full color on vinyl one side – including holding frame	1	R_____
	900mm x 400mm 1 mm ABS boards print full color vinyl one side – including holding frame	1	R_____
	935mm x 435mm 1 mm ABS boards print full color vinyl both side – including holding frame	1	R_____
	1200mm x 800mm x1 mm ABS boards print full color vinyl both side – including holding frame	1	R_____
2. Steel poles	2.4 m long 60mm Dia, 2mm wall thickness and top cap. Including Planting 600mm into ground with 20MPa concrete, and anchoring signboard with M10 fully galvanised bolts and nut.	1	R_____
3. Wooden poles	2.4 m long 150mm Dia CCA Treated pole with explosion plates on both ends. Including Planting 600mm into ground with 20MPa concrete, and anchoring signboard with M10 fully galvanised bolts and nut.	1	R_____
4. Steel poles	2.4 m long 100mm Dia steel round tube post, 2mm wall thickness and top cap. Including Planting 600mm into ground with 20MPa concrete, and anchoring signboard with M10 fully galvanised bolts and nut.	1	R_____
5. Steel posts	2.4 m long 76mm Dia steel round tube post, 2mm wall thickness and top cap. Including Planting 600mm into ground with 20MPa concrete, and anchoring signboard with M10 fully galvanised bolts and nut.	1	R_____
TOTAL 3.4 (b)			R_____

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

3.5 LIGHT BOXES

Light Boxes to be mounted on the poles, be hung with chain or steel from the wall or standing 3m from the surface to the board (either steel or wooden)

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE
1. Steel frames as per the size of the board	1500 mm (w) x 1200 mm (h) x 160mm (b) sheet ABS light box print full color on vinyl one side – including holding frame	1	R _____
	845mm (w) x 600mm (h) x 160mm (b) sheet ABS light box print full color on vinyl one side – including holding frame	1	R _____
	900mm (w) x 400mm (h) x 160mm (b) sheet ABS light box print full color on vinyl one side – including holding frame	1	R _____
	935mm (w) x 435mm (h) x 160mm (b) sheet ABS light box print full color on vinyl one side – including holding frame	1	R _____
2. Aluminium frames as per the size of the board	1500 mm (w) x 1200 (h) mm x 160mm (b) sheet ABS light box print full color on vinyl one side – including holding frame	1	R _____
	845mm (w) x 600mm (h) x 160mm (b) sheet ABS light box print full color on vinyl one side – including holding frame	1	R _____
	900mm (w) x 400mm (h) x 160mm (b) sheet ABS light box print full color on vinyl one side – including holding frame	1	R _____
	935mm (w) x 435mm (h) x 160mm (b) sheet ABS light box print full color on vinyl one side – including holding frame	1	R _____
3. Steel chain	8mm diameter fully galvanized chain link, max of 3m length to support the light box on all sides, including mounting to any structure of mortar, steel or wood	1	R _____
4. Steel chain	10mm diameter fully galvanized chain link, max of 3m length to support the light box on all sides, including mounting to any structure of mortar, steel or wood	1	R _____
5. Square tube frame	Fabrication of steel support frame using 40mm x 40mm x 2mm steel square tube of 3m long length, to support the light box, including 600mm depth grounding with 20MPa concrete.	1	R _____
TOTAL 3.5			R _____

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

3.6 BILLBOARDS

NO	DESCRIPTION	BRANCH	UNIT	Quantity	Rate	Amount
1.	Billboard: (3m X 6m) Billboard to be mounted on major highways, freeways and high speed expressways;	Allow a provisional sum for the: - Design and fabrication of billboards - Compliance and acquiring approval to/by Municipal By-Laws and National Roads Regulations. - Facilitation of installation through the Agent of identified sign boards The bidder will implement the highway or freeway boards under instruction for the request and must provide all regulatory compliance and quotation/s from the Agents managing highway sign boards	Provisional Sum R50 000 Mark up / Profit	1 R50 000	Indicate Mark-up/ Profit % _____	R_____
TOTAL 3.6						R

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

3.7 Other Printing and signages

NO	DESCRIPTION	BRANCH	UNIT	Quantity	Rate	Amount
1	Other Printing and signages , e.g. plaque, glass wall engraving (the above serve as examples but limited to mentioned items:	Allow a provisional sum for the: Supply and installation other printing and signages related works under instruction,	Provisional Sum R50 000 Mark up / Profit	1 R50 000	Indicate Mark-up/ Profit % _____	 R_____
				TOTAL 3.7		R

TOTAL BID PRICE

3.1	R
3.2	R
3.3	R
3.4 (a)	R
3.4 (b)	R
3.5	R
3.6	R
3.7	R
SUB - TOTAL	R
VAT 15%	R
TOTAL BID PRICE (INCLUSIVE OF 15% VAT)	R

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

4.PRINTING

The service provider will be expected to print documents in addition to 3 Scope of work as and when the need arises.

a) Other Documents

Colors: Full color

Text: To be dictated by the design

Quantity: The estimated number of copies is included in the above table but may differ at the finalisation.

Weight and size of paper: to be dictated by specification.

b) All booklets and manuals must be printed on both sides.

c) Artwork & design will be supplied by the Department at the time of Procuring.

For all documents to be printed the specifications would act as a guide. An example of expectations are reflected as follows:

- Size: A4/ A5/ A3/ A2/ A1/ A0
- Copywriting: Included
- Editing, proofreading: Included
- Photography: Included
- Design and layout: Included
- Packaging and delivery: Included

4.1 REPRODUCTION AND LAYOUT

- i) Typesetting and layout of copy, which will be supplied in electronic format in Microsoft Office, e.g., Word Supplier to provide final proofs and generate electronic generation of plates for printing; provide the LDARD with an electronic version for web publishing (PDF).
- ii) Copy of the documents to be printed will be provided to the service provider.
It is imperative that specialised attention be given to the clarity and accuracy of these reports.

5. QUALITY ASSURANCE

The service provider shall ensure that all work conforms to the highest professional standards. Quality assurance is required in terms of clear translation of the script and audio.

6. CONDITIONS

- The Department will not make an upfront payment to a successful service provider.
- Payment will only be made in accordance to the delivery of service that will be agreed upon by both parties and upon receipt of an original invoice.

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

7. BID EVALUATION CRITERIA

CRITERIA	REQUIREMENTS
Pre-compliance criteria	Bidders must submit all documents as outlined below.
Price	The lowest bidder will be allocated 80 points. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.
Preferential points for specific goals	Bidders will be allocated preferential points for specific goals as per table 7.4.1 c

7.1 Phase 1: Pre-Compliance evaluation

7.1.1 During this phase bid responses are registered and to ascertain the number of bid responses received before the closing date and time.

7.1.2 The following key information of bidders will be verified on the CSD in line with Public Finance Management Act and regulatory requirements to qualify for further evaluation processes:

- Business registration including details of directorship and membership
- In the service of the state status
- Tax compliance status
- Identity number (s)
- Tender defaulting and restriction status, and
- Any additional and supplementary verification information communicated by National Treasury.

Compulsory Briefing:

The Compulsory Briefing session must be attended as per scheduled date and time, and representatives must ensure to sign the attendance register. Non-attendance will result to disqualification.

7.1.3 REQUIRED DOCUMENTS:

Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Pricing Schedule – SBD 3.2	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

Declaration of Interest – SBD 4	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time. (Must declare other companies that they own. Refer to Paragraph 2.3)
Preference Point Claim Form – SBD 6.1	YES	Must be fully completed, signed and Returnable of the supplied pro forma document will lead to Disqualification. Non-claiming of points on this form will lead to zero (0) even if supporting documentation is attached.
Joint Venture Agreement/ Power of Attorney in case of Joint Ventures	YES	Attach a valid JV agreement. Non-submission will lead to disqualification. In the case of an award, the company need to register on CSD as a JV. The process is that the service providers must register the JV at SARS and then open a JV bank account. With those documents they can then register the JV on the CSD. The department will only make payment to a JV account.
Specification	YES	Must comply with the specification

7.2 Bidders must ensure that they meet the following requirements before the bid can be awarded:

CRITERIA	REQUIREMENT
Tax compliance status	"Bidder must be tax compliant before the bid is awarded
Identity number (s) or directors	Must all be active
Business registration	Entity must be in business
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
In the service of the state status	Bid will not considered if Shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless the approval from

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

CRITERIA	REQUIREMENT
	executive authority to do business with the state is submitted with the proposal
Tender defaulting and restriction status	Entity and directors must not be restricted

7.3 TECHNICAL EVALUATION

Bidders will be evaluated based on functionality. The minimum threshold for functionality is **65 points out of 100 points**. Bidders who fail to meet minimum threshold will be disqualified and will not be evaluated further for price and preference points.

CRITERIA	SCORING INDICATORS	SCORING GUIDE/ VALUE	WEIGHT
a) Company Experience in the field of Printing Services. Detailed experience of company relating to printing and track record (please attach appointment letters with contact details and values of the contracts) (failure to submit will forfeit points). Experience includes but not limited to the following: <u>Reference letters must contain the following: ANNEXURE A</u> • Signed and on an entity letterhead. • Clearly indicate the type of service provided. • Reference letters to be dated and signed • Contract duration. • Relevant contact person's name, surname and position • Relevant contact number/s LDARD reserves the right to contact these Organisations, without prior notice to the bidder	5 and above years' Experience	5	45
	3 -4 years' Experience	3	
	1- 2 years' Experience	1	
	No information provided/ 0 contracts executed	0	

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

b) Cumulative Experience in contracts of similar value in printing Services. Proof such as orders or appointment letters and reference letters must be attached. (failure to submit will forfeit points)- Attach reference letter.	Above 150% of this Bid Offer	5	35
	101% to 150% of this Bid Offer	4	
	61% to 100% of this Bid Offer	3	
	31% to 60% of this Bid Offer	2	
	11% to 30% of this Bid Offer	1	
	Up to 10% of this Bid Offer	0	
Proof of office location Evidence Bidders must submit proof of residence from Local Municipality (Utility bill) or Confirmation of pre-paid utility from ESKOM (not older than 3 months) or Title Deed or Lease agreement or PTO or letter from the tribal authority.	Within the borders of Limpopo Province	5	20
	Outside the borders of Limpopo Province	3	
Total			100

7.4 APPLICATION OF PREFERENCE POINT SYSTEM

7.4.1 80/20 PREFERENCE POINT SYSTEM FOR GOODS AND SERVICES

- a. The preferential points will be allocated for specific goals as prescribed in Section 2 of the Preferential Procurement Policy Framework Act (5 of 2000), Paragraph 3.2.1 and 7.7 of the Reconstruction and Development Programme White Paper of 1994 and the Broad-Based Economic Empowerment Act, 2003.
- b. The following formula must be used to calculate the points for price of tenders/procurement (quotations) including “tenders for income generating contracts” with Rand Value **below a Million** to be calculated as per the below table inclusive of all applicable taxes:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

P_s = Points scored for price of bid under consideration

P_t = Rand value of tender consideration

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

P_{min} = Rand value of lowest acceptable tender

c. A maximum of **20 points** will be awarded in accordance with the table below:

NO	SPECIFIC GOALS	20 POINTS	MEANS OF VERIFICATION
a	Black People ownership > 51%	5	CSD Report and copy of company registration document
b	Women Ownership > 51%	4	ID Document
c	Persons with Disability Ownership >51%	5	CSD and Medical Certificate from recognized Medical Practitioner
d	Youth Ownership >51%	6	ID Document
TOTAL POINTS		20	

8. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

The validity (binding) period for the bid will be **240 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally.

9. NEGOTIATIONS

Bidders should note that the department might subject the successful bidder to negotiations for fair market related prices.

10. SITE INSPECTION

- a. **The top 3 bidders** who scored the highest points will be physically inspected for capability and resources to perform the contract
- b. The purpose of the site inspections is to confirm validity and accuracy of the information submitted in the bidder's bid document. Where the validity and accuracy of the information submitted in the bidder's bid document cannot be confirmed during the site visit, the bidder will be disqualified.

11. BID PRICE

- (a) Bid price will be fixed for the first 12 months thereafter CPI will apply

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

- (b) It is compulsory for a person to register for VAT if the value of taxable supplies made or to be made, is in excess of R2,3 million. Non- VAT Vendors will be given 7 working days to register. Subsequent to registration with SARS, bidders are not allowed to increase their bid amounts.
- (c) All prices must be VAT inclusive (**for those who are VAT registered**) and any other costs necessary for the execution and completion of the contract in accordance with the bid document and should be in South African currency.
- (d) Bidders must prepare a pricing schedule signed by the authorized signatory.
- (e) The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices.

12. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index (CPI)Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
-------------------------------	---------------------

Bidders should apply for price adjustment

13. ENQUIRIES, BRIEFING SESSION AND CLOSING DATE

13.1 Enquiries in connection with this request should be directed to the following officials: -

Admin: Kumalo L who can be contacted at 015 294 3361 or on email @ KumaloL@agric.limpopo.gov.za

Technical: Maphiri IZ @ 071 0295552 or by email MaphiriZ@agric.limpopo.gov.za

13.2 Completed bid documents should be delivered in sealed envelopes marked **“DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS”** to be deposited in the Tender Box at the Parking Bay in Temo Towers.

13.3 Closing date of the bid is **30 November 2026** and the closing time is 11h00.

CONFIDENTIAL

DESIGN, PRINTING, REPRODUCTION, LAYOUT, PROOF READING, PACKAGING, DELIVERY OF DOCUMENTS AND INSTALLATION OF SIGNBOARDS FOR LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 36 MONTHS.

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

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

Js General Conditions of Contract (revised July 2010)