

LA 1.2

5/2/2/1- DALRRD 0019(2023/2024)

**APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029.**

**CLOSING DATE: 28 NOVEMBER 2023 @ 11:00**

**NB: THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:**

**DATE : 09 NOVEMBER 2023**

**VENUE : BOARDROOM 562 , HARVEST HOUSE  
30 HAMILTON STREET  
PRETORIA**

**TIME : 10:00**

**TECHNICAL ENQUIRIES : Mr. Samuel Mothoane / Ms. Alta Vermaak**  
**TEL : 012 319 6080/6202 / 060 973 0477 / 060 972 9533**  
**EMAIL : [SamuelM@dalrrd.gov.za](mailto:SamuelM@dalrrd.gov.za); [AltaV@dalrrd.gov.za](mailto:AltaV@dalrrd.gov.za)**

**BID RELATED ENQUIRIES : Ms G Maleka / N Zwane**  
**TEL : (012) 312 8372/8386**  
**EMAIL : [Gertrude.Maleka@dalrrd.gov.za](mailto:Gertrude.Maleka@dalrrd.gov.za) ; [NokuthulaZW@Dalrrd.gov.za](mailto:NokuthulaZW@Dalrrd.gov.za)**

**NB: BID CLOSING ADDRESS:**

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**  
**600 LILLIAN NGOYI STREET,**  
**PRETORIA,**  
**0001**

**TECHNICAL PROPOSAL PART 1 OF 2**

## LA 1.1



### agriculture, land reform & rural development

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

**Chief Directorate:** Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Abie Olyn: **Tel:** (012) 312 8383

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

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**BID NUMBER:** 5/2/2/1- DALRRD 0019(2023/2024)

**CLOSING TIME:** 11H00

**CLOSING DATE:** 28 NOVEMBER 2023

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

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

Yours faithfully

**SIGNED**  
**BIDS MANAGEMENT**  
**DATE: 03 NOVEMBER 2023**

## 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](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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

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

**8. Inspections, tests and analyses**

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



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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	5/2/2/1- DALRRD 0019(2023/2024)	CLOSING DATE:	28 NOVEMBER 2023	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
600 LILLIAN NGOYI STREET,					
PRETORIA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms G Maleka / N Zwane		CONTACT PERSON	Mr. Samuel Mothoane / Ms. Alta Vermaak	
TELEPHONE NUMBER	(012) 312 8372/8386		TELEPHONE NUMBER	012 319 6080/6202 / 060 973 0477 / 060 972 9533	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Gertrude.Maleka@dalrrd.gov.za">Gertrude.Maleka@dalrrd.gov.za</a> ; <a href="mailto:NokuthulaZW@Dalrrd.gov.za">NokuthulaZW@Dalrrd.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:SamuelM@dalrrd.gov.za">SamuelM@dalrrd.gov.za</a> ; <a href="mailto:AltaV@dalrrd.gov.za">AltaV@dalrrd.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
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).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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

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<sup>1</sup> 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.

**SBD4**

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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

<sup>2</sup> 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.

**SBD4**

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

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

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

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

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

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

**BID PROCESS (EQUAL OR BELOW R 50 MILLION)**

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. 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 tender 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;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
- Before 27 April 1994; or
  - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

## 2. GENERAL CONDITIONS

2.1 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

### 2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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.

2.3 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.

### 2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

2.5 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.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 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.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Promotion of South African owned enterprises	3		



The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
- **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
- **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
- **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

**2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.**

### **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:

**80/20**

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

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>max</sub> = 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 the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

**5. SUB-CONTRACTING**

5.1 Will any portion of the contract be sub-contracted?  
(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: .....%
- ii) The name of the sub-contractor: .....
- iii) Points claimed for HDI by the sub-contractor: .....

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1. Name of company/firm: .....

6.2. Company registration number: .....

6.3. 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]

6.4. 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... .....

**THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**



**Terms of Reference**

**THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029.**

**1. INTRODUCTION**

- 1.1 This bid represents the requirements of the Department of Agriculture, Land Reform and Rural Development (DALRRD) for the appointment of a service provider to act as an Internet Service Provider to the Department for the period of five (5) years, starting from **1 April 2024 to 31 March 2029**.
- 1.2 The successful bidder will be responsible for providing the services as stipulated in these requirements.
- 1.3 The current DALRRD Internet Service Provider contract expires on 31 March 2024. The contract (with the successful bidder) will be valid for a period of five (5) years from 1 April 2024 to 31 March 2029. The new Internet Service Provider must therefore be **fully operational (i.e. all services available and functioning according to the conditions of the contract) by 1 April 2024**.
- 1.4 **DALRRD current Internet Breakout and Bandwidth:**
  - 1.4.1 Harvest House, Pretoria = 1Gbs Bandwidth as well as 120Mbps Wireless Redundancy.
  - 1.4.2 Stellenbosch, Western Cape = 50Mbps Bandwidth as well as 50Mbps Fibre Optic Redundancy.
  - 1.4.3 Roodeplaat, Pretoria = Rapid-Link for Data/Voice to Harvest House with 20Mbps speed.
- 1.5 Bidders, who cannot deliver services as stated in these requirements, must provide an explicit indication during completion of the specification.
- 1.6 **Enquiries**
  - 1.6.1 Mr. Samuel Mothoane, phone 012 319 6080 / 060 973-0477, email [SamuelM@dalrrd.gov.za](mailto:SamuelM@dalrrd.gov.za)
  - 1.6.2 Ms. Alta Vermaak, phone 012 319 6202 / 060 972-9533, email [AltaV@dalrrd.gov.za](mailto:AltaV@dalrrd.gov.za)

**2. EVALUATION CRITERIA**

**The bid will be evaluated in three stages. 1) Compliance stage and 2) Functionality criteria and 3) Preference points system.**

**THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

**2.1. FIRST STAGE: MANDATORY REQUIREMENTS**

**NB: Bidders that do not adhere with all the below-mentioned requirements will not be considered for Second Stage; this means that such bids will not be evaluated on the Second stage (Functionality criteria System).**

- 2.1.1 The bidder must be registered with the **Independent Communications Authority of South Africa (ICASA) for more than three (3) years (from the date the certificate is signed )** and Proof thereof must be submitted. The ICASA Certificate must be in Electronic Communications Network Services (ECNS) or Electronic Communications Services (ECS). **(ICASA Certificate must be attached)** as part of the bidders' tender response indicating the **Bidder's Name and Date of Registration with ICASA**. From
- 2.1.2 Bidders **must fully be compliant** with the requirements set out in the **scope of work** as per paragraph 3, bidders **MUST** complete **Annexure A** indicating their acceptance of ALL the requirements failure to which will result the bid being non responsive (**Bids that do not comply with Annexure A will be disqualified**).
- 2.1.3 Bidders must attend a compulsory briefing session.

**2.2 SECOND STAGE -EVALUATION OF FUNCTIONALITY**

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

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
<b>Capability</b> – Firms experience Track record and Competency	<p>The bidders must have successfully completed or have running projects as Internet Service Providers and must submit <b>three or more reference letters of Internet Services Provider, EACH reference letter</b> must indicate atleast a minimum of 2000 or more end-users of <b>Internet Services Provider</b>, the reference letters for completed or running projects in "ISP" services.</p> <p><b><u>Service provider must indicate:</u></b></p> <p>EACH reference letter must indicate atleast a minimum of <b>2000 end-users</b> of "ISP" services. The reference letters must include <b>Name of company where ISP services was provided, include the number of end-users for ISP services, contact details of the company where ISP services was provided {Contact Name, Email address, Telephone/Mobile number}</b>.</p> <p>– No project successfully completed/current with less than 2000 end users = <b>Poor (Score 1)</b></p> <p>– Projects successfully completed /current with less than 2000 end users = <b>Average (Score 2)</b></p> <p>– 3 projects successfully completed/current with 2000 or more end users= <b>Good (Score 3)</b></p>	<b>40</b>

**THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	<ul style="list-style-type: none"> <li>– 4 projects successfully completed/current with 2000 or more end users = <b>Very Good (Score 4)</b></li> <li>– 5 or more projects successfully completed/current with 2000 or more end users= <b>Excellent (Score 5)</b></li> </ul>	
<b>Association Membership</b>	<p>The bidder must be registered with any South African Internet Service Provider Association with National Coverage for a minimum of three (3) years.</p> <p>DALRRD will verify the association membership on the day of the Evaluation. Bidders are required to attach their membership information indicating the Bidder's Name, Date of Registration and Level of Membership.</p> <ul style="list-style-type: none"> <li>- 1 Year to less than 2 years of Membership = <b>Poor (Score 1)</b></li> <li>- 2 to less than 3 years Membership = <b>Average (Score 2)</b></li> <li>- 3 Years Membership = <b>Good (Score 3)</b></li> <li>- 4 Years Membership = <b>Very Good (Score 4)</b></li> <li>- More than 4 Years Membership = <b>Excellent (Score 5)</b></li> </ul>	<b>40</b>
<b>Project Plan</b>	<p>The Bidders must include a Project Plan to <b>CLEARLY INDICATE</b> installation and setup periods to ensure that the new service is fully operational by <b>01 April 2024</b>.</p> <ul style="list-style-type: none"> <li>– <b>Attach a Detailed Project Plan</b> in a Microsoft Project Plan template that must include <b>Activities, Deliverables and Timeframes</b>. <ul style="list-style-type: none"> <li>– <b>Does not</b> Outline the proposed project plan with minimum activities, is fully operational by 01 April 2024 = <b>Poor (Score 1)</b>.</li> <li>– <b>Partially</b> Outlining the proposed project plan with minimum activities, is fully operational by 01 April 2024 with dependency refer to = <b>Average (Score 2)</b></li> <li>– <b>Adequately</b> Outlining the proposed project plan with minimum activities, is fully operational date is by 01 April 2024 with dependency = <b>Good (Score 3)</b></li> <li>– <b>Very Good</b> Outlining the proposed project plan with minimum activities, is fully operational by 01 April 2024 with no dependency = <b>Very Good (Score 4)</b></li> <li>– <b>Exceptionally</b> Outline the proposed project plan with minimum activities, is fully operational before 1 April 2024 = <b>Excellent (Score 5)</b>.</li> </ul> </li> </ul>	<b>20</b>
<b>TOTAL</b>		<b>100</b>

NB: The bids that fail to achieve a minimum of **60 points** out of 100 points for functionality will be disqualified.

RFB for Internet service for DALRRD for five years from 1 April 2024

**THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

**2.3 THIRD STAGE- EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM.**

**2.3.1 POINTS AWARDED FOR PRICE**

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

**80/20**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender.

**2.4 POINTS AWARDED FOR SPECIFIC GOALS**

- 2.4.1 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.
- 2.4.2 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— 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
- 2.4.3 Any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.** (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

**Note to bidders: The bidder must indicate how they claim points for each preference point system.**



**THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage of ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
Who is female	5		
Who has a disability	2		
Specific goal: Who is youth	2		
Specific goal: Locality (Promotion of SA owned enterprises)	3		

**The points scored for price must be added to the points scored for specific goals to obtain the bidder's total points scored out of 100.**

### 3. SCOPE OF WORK

<p><b>3.1 SCOPE</b></p>
<p><b>3.2</b> DALRRD requires the contract to provide for the initial requirement (i.e. at the start of the contract), as well as different upgrade options. This is to allow the Department to upgrade their bandwidth utilization during the contract period, without having to change the contract. DALRRD reserves the right to decide if and when to upgrade, and which of the upgrade options to implement.</p>
<p><b>3.3</b> DALRRD also requests additional options, like a wireless connection for redundancy purposes, installation at an additional location, as well as an IPv6 prefix. These are mandatory requirements of the tender, i.e. the bidder must be able to render these services and bidders must specify prices for these services for the contract period. However, DALRRD reserves the right to decide whether or not to implement these services, which services and when (i.e. either at the start of the contract or any time during the contract period).</p> <p><b>The Bandwidth of any additional office should start at 50Mbps for Main Connection and 25 Mbps for Redundancy.</b></p>
<p><b>3.4</b> Hand over period (at start and end of the contract):</p> <p>End of contract: At the end of the contract the current service provider undertakes to allow the new service provider to rent their solution until the new service provider's solution is operational for up to a Maximum of 4 months.</p> <p>Beginning of contract: To enable a smooth handover the new service provider will be responsible and accountable to arrange with the current service provider to rent &amp; continue using the current solution until the new solution is fully operational from 01 April 2024 if the new solution is not fully operational by 1 April 2024.</p>
<p><b>3.3</b> There must be a contention ratio of 1:1, for 24 hours of every day.</p>

**THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

3.4	<b>The ISP must use the following technologies to provide the required bandwidth to DALRRD:</b>
3.4.1	Fibre Optic: Use a fibre optic connection to carry the Internet data to and from the Main Site at Harvest House, 30 Hamilton Road, Pretoria;
3.4.2	Fiber Optic: Use a fibre optic connection to carry the Internet data to and from Stellenbosch Offices, Western Cape;
3.4.3	Fiber Optic: Use a fibre optic connection to carry the Internet data to and from DALRRD New Office, Pretoria;
3.4.4	Rapid-link: Use of Rapid-Link or alternative technology connection to carry the Internet and Data to and from Roodeplaat, Pretoria to Main Site at Harvest House, 30 Hamilton Road, Pretoria.
3.4.5	CPE routers must be included for all sites and the service must be managed by the ISP.
3.5	<b>Wireless/Fiber connection for redundancy purposes:</b>  Use of wireless/fibre technology to carry a redundancy Internet data link for all sites and the redundancy link must be configured on the same CPE routers included above. The service must be managed by the ISP. The redundancy link speed must be half (1/2) of the main connection speeds of the optic fibre link on all the sites. The redundancy must be include on the below sites:
3.5.1	Harvest House, 30 Hamilton Road, Pretoria;
3.5.2	Stellenbosch Offices, Western Cape;
3.5.3	DALRRD New Office, Pretoria;
3.5.4	Roodeplaat, Pretoria.
3.6	<b>As an initial bandwidth requirement, DALRRD needs a total of:</b>
3.6.1	At the start of the contract, the total Bandwidth supplied must be as follows and the International Bandwidth must be initially set to half (½) of the total bandwidth:
a)	The Fibre Optic Bandwidth supplied must initially be at <b>1200 Mbps</b> at the Harvest House, Pretoria with <b>1200 Mbps local</b> and <b>600 Mbps international</b> ;
b)	The Fibre Optic Bandwidth supplied must initially be at <b>100 Mbps</b> at the Stellenbosch Offices, Western Cape with <b>100 Mbps local</b> and <b>50 Mbps international</b> ;
c)	The Fibre Optic Bandwidth supplied must initially be at <b>500 Mbps</b> at DALRRD New Building, Pretoria with <b>500 Mbps local</b> and <b>250 Mbps international</b> ;
d)	The <b>Rapid-link or alternative</b> technology for connection to carry the Internet and Data to and from Roodeplaat to Main Site (Harvest House) must be initially at <b>40 Mbps</b> .

**THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

3.6.2	<p>DALRRD reserves the right to <b>upgrade the bandwidth</b> during the contract period as and when needed (i.e. on an ad hoc basis).</p> <p>DALRRD reserves the right to decide when to upgrade, and which of the upgrade options to implement.</p> <p>Bidders must specify prices for different upgrade options:</p> <p>The Fibre Optic bandwidth upgrades must include an upgrade of either or all the sites. Upgrade options for Fibre Optic Bandwidth are required as follows including the increase on Redundancy as well of which the redundancy must be ½ of the actual Bandwidth speed:</p>
<b>UPGRADES FOR YEAR 2 of the contract:</b>	
a)	<p><b>Increment of 200 Mbps:</b></p> <p>Upgrade to total Fibre Optic bandwidth of <b>1400 Mbps</b> at the Harvest House, Pretoria with <b>1400 Mbps local</b> and <b>700 Mbps international (YEAR 2);</b></p>
b)	<p><b>Increment of 50 Mbps:</b></p> <p>Upgrade to total Fibre Optic bandwidth of <b>150 Mbps</b> at Stellenbosch Offices, Western Cape with <b>150 Mbps local</b> and <b>75 Mbps international (YEAR 2);</b></p>
c)	<p><b>Increment of 100 Mbps:</b></p> <p>Upgrade to total Fibre Optic bandwidth of <b>600 Mbps</b> at DALRRD New Building, Pretoria with <b>600 Mbps local</b> and <b>300 Mbps international (YEAR 2);</b></p>
d)	<p><b>Increment of 20 Mbps:</b></p> <p>Upgrade to total <b>Rapid-link or alternative technology</b> for connection of <b>60 Mbps</b> to carry the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 2);</b></p>
<b>UPGRADES FOR YEAR 3 of the contract:</b>	
e)	<p><b>Increment of 200 Mbps:</b></p> <p>Upgrade to total Fibre Optic bandwidth of <b>1600 Mbps</b> at the Harvest House, Pretoria with <b>1600 Mbps local</b> and <b>800 Mbps international (YEAR 3);</b></p>
f)	<p><b>Increment of 50 Mbps:</b></p> <p>Upgrade to total Fibre Optic bandwidth of <b>200 Mbps</b> at Stellenbosch Offices, Western Cape with <b>200 Mbps local</b> and <b>100 Mbps international (YEAR 3);</b></p>
g)	<p><b>Increment of 100 Mbps:</b></p> <p>Upgrade to total Fibre Optic bandwidth of <b>700 Mbps</b> at DALRRD New Building, Pretoria with <b>700 Mbps local</b> and <b>350 Mbps international (YEAR 3);</b></p>
h)	<p><b>Increment of 20 Mbps:</b></p> <p>Upgrade to total <b>Rapid-link or alternative technology</b> for connection of <b>80 Mbps</b> to carry the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 3);</b></p>

**THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

<b>UPGRADES FOR YEAR 4 of the contract:</b>	
<b>i) Increment of 200 Mbps:</b>	Upgrade to total Fibre Optic bandwidth of <b>1800 Mbps</b> at the Harvest House, Pretoria with <b>1800 Mbps local</b> and <b>900 Mbps international (YEAR 4)</b> ;
<b>j) Increment of 50 Mbps:</b>	Upgrade to total Fibre Optic bandwidth of <b>250 Mbps</b> at Stellenbosch Offices, Western Cape with <b>250 Mbps local</b> and <b>125 Mbps international (YEAR 4)</b> ;
<b>k) Increment of 100 Mbps:</b>	Upgrade to total Fibre Optic bandwidth of <b>800 Mbps</b> at DALRRD New Building, Pretoria with <b>800 Mbps local</b> and <b>400 Mbps international (YEAR 4)</b> ;
<b>l) Increment of 20 Mbps:</b>	Upgrade to total <b>Rapid-link or alternative technology</b> for connection of <b>100 Mbps</b> to carry the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 4)</b> ;
<b>UPGRADES FOR YEAR 5 of the contract:</b>	
<b>m) Increment of 200 Mbps:</b>	Upgrade to total Fibre Optic bandwidth of <b>2000 Mbps</b> at the Harvest House, Pretoria with <b>2000 Mbps local</b> and <b>1000 Mbps international (YEAR 5)</b> ;
<b>n) Increment of 50 Mbps:</b>	Upgrade to total Fibre Optic bandwidth of <b>300 Mbps</b> at Stellenbosch Offices, Western Cape with <b>300 Mbps local</b> and <b>150 Mbps international (YEAR 5)</b> ;
<b>o) Increment of 100 Mbps:</b>	Upgrade to total Fibre Optic bandwidth of <b>900 Mbps</b> at DALRRD New Building, Pretoria with <b>900 Mbps local</b> and <b>450 Mbps international (YEAR 5)</b> ;
<b>p) Increment of 20 Mbps:</b>	Upgrade to total <b>Rapid-link or alternative technology</b> for connection of <b>120 Mbps</b> to carry the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 5)</b> .
3.7	DALRRD reserves the right to request the ISP to also provide the service at additional offices that is not already specified in the contract.  <b>The Bandwidth of additional office should start at 50Mbps for Main Connection and 25 Mbps for Redundancy and must be quoted on the Price Schedule (paragraph 2.5).</b>
3.8	Redundancy Wireless/Fiber as per initial Bandwidth and Bandwidth Upgrades:
a)	Redundancy Wireless/Fibre Optic Bandwidth of <b>1200 Mbps</b> at the Harvest House, Pretoria: <b>600 Mbps (YEAR 1)</b> ;
b)	Redundancy Wireless/Fibre Optic Bandwidth of <b>100 Mbps</b> at Stellenbosch Offices, Western Cape: <b>50 Mbps (YEAR 1)</b> ;

**THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

c)	Redundancy Wireless/Fibre Optic Bandwidth of <b>500 Mbps</b> at DALRRD New Building, Pretoria: <b>250 Mbps (YEAR 1)</b> ;
d)	Redundancy Wireless/Fibre Optic Bandwidth of <b>20 Mbps</b> at Roodeplaat site to carry the <b>Rapid-link or alternative technology for</b> connection for the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 1)</b> ;
e)	Redundancy Wireless/Fibre Optic Bandwidth of <b>1400 Mbps</b> at the Harvest House, Pretoria: <b>700 Mbps (YEAR 2)</b> ;
f)	Redundancy Wireless/Fibre Optic Bandwidth of <b>150 Mbps</b> at Stellenbosch Offices, Western Cape: <b>75 Mbps (YEAR 2)</b> ;
g)	Redundancy Wireless/Fibre Optic Bandwidth of <b>600 Mbps</b> at DALRRD New Building, Pretoria: <b>300 Mbps (YEAR 2)</b> ;
h)	Redundancy Wireless/Fibre Optic Bandwidth of <b>30 Mbps</b> at Roodeplaat site to carry the <b>Rapid-link or alternative technology for</b> connection for the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 2)</b> ;
i)	Redundancy Wireless/Fibre Optic Bandwidth of <b>1600 Mbps</b> at the Harvest House, Pretoria: <b>800 Mbps (YEAR 3)</b> ;
j)	Redundancy Wireless/Fibre Optic Bandwidth of <b>200 Mbps</b> at Stellenbosch Offices, Western Cape: <b>100 Mbps (YEAR 3)</b> ;
k)	Redundancy Wireless/Fibre Optic Bandwidth of <b>700 Mbps</b> at DALRRD New Building, Pretoria: <b>350 Mbps (YEAR 3)</b> ;
l)	Redundancy Wireless/Fibre Optic Bandwidth of <b>40 Mbps</b> at Roodeplaat site to carry the <b>Rapid-link or alternative technology for</b> connection for the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 3)</b> ;
m)	Redundancy Wireless/Fibre Optic Bandwidth of <b>1800 Mbps</b> at the Harvest House, Pretoria: <b>900 Mbps (YEAR 4)</b> ;
n)	Redundancy Wireless/Fibre Optic Bandwidth of <b>250 Mbps</b> at Stellenbosch Offices, Western Cape: <b>125 Mbps (YEAR 4)</b> ;
o)	Redundancy Wireless/Fibre Optic Bandwidth of <b>800 Mbps</b> at DALRRD New Building, Pretoria: <b>400 Mbps (YEAR 4)</b> ;
p)	Redundancy Wireless/Fibre Optic Bandwidth of <b>50 Mbps</b> at Roodeplaat site to carry the <b>Rapid-link or alternative technology for</b> connection for the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 4)</b> ;
q)	Redundancy Wireless/Fibre Optic Bandwidth of <b>2000 Mbps</b> at the Harvest House, Pretoria: <b>1000 Mbps (YEAR 5)</b> ;
r)	Redundancy Wireless/Fibre Optic Bandwidth of <b>300 Mbps</b> at Stellenbosch Offices, Western Cape: <b>150 Mbps (YEAR 5)</b> ;
s)	Redundancy Wireless/Fibre Optic Bandwidth of <b>900 Mbps</b> at DALRRD New Building, Pretoria: <b>450 Mbps (YEAR 5)</b> ;

**THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

t)	Redundancy Wireless/Fibre Optic Bandwidth of 60 <b>Mbps</b> at Roodeplaat site to carry the <b>Rapid-link or alternative technology</b> for connection for the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 5)</b> ;
3.9	<b>Availability &amp; Penalties:</b>
3.9.1	Availability:
a)	The requirement for the DALRRD is for a guaranteed uptime for 99% from 6h30 to 18h30 Monday to Fridays. A 95% uptime is satisfactory for the other times.
b)	The Department reserves the right to terminate the contract should the availability be below 98% between 6h30 till 18h30 Mondays to Fridays for any three (non-consecutive) months within any 12 consecutive month period of the contract.
c)	The Department reserves the right to charge penalties fees when unarranged downtime happens: <ul style="list-style-type: none"> <li>i. For downtime longer than point paragraph 3.9.1 (a) the ISP must credit the departments account or add bandwidth as per paragraph 3.24 within the month of the incident.</li> <li>ii. The department requires the ISP to restrict changes that may affect DALRRD to Friday nights until Sunday nights to reduce impact of changes and allow for testing of changes by DALRRD.</li> <li>iii. DALRRD requires changes not to be made as far as possible from 26 until 6 of each month.</li> <li>iv. DALRRD requires the ISP to provide the department with a schedule of changes 2 weeks in advance unless there is an emergency to reduce service delivery impact.</li> </ul>
3.10	The DALRRD will keep its current domain name. The ISP must host the DNS domain NDA.AGRIC.ZA for the Department with authority for changes to that domain lying with the DALRRD.
3.11	The DALRRD will keep its current IP ranges. DALRRD shares a public class-B network with the ARC, namely 155.240.0.0, and the DALRRD portion (155.240.0.0 to 155.240.159.0), and these IP ranges must be routed through the ISP. DALRRD has a class-C network used for our DMZ services that must also be routed through the ISP, namely 192.96.1.0/24.
3.12	The DALRRD requires an IPv6 prefix that will cover the extent of the organization, for at least 200 internal networks. If there are any financial implications to this requirement it must be clearly indicated.  The DALRRD reserves the right to decide if and when to implement this service.
3.13	Statistics must be available per:
3.13.1	Hour, day, week, month, and archive of previous months.
3.14	The following statistics are required:
3.14.1	Bandwidth utilization, in histogram format.
3.15	Warning of possible line outages and line outages occurred with the expected and actual time of remedy.
3.16	A service desk, with the following service requirements, must be active for problem reporting and resolution:
3.16.1	Peak time availability (6:30 – 18:30) ;
3.16.2	Emergency arrangement for access of services on a 24 X 7 basis must be provided.
3.17	Escalation procedures will be negotiated with the recommended bidder after the evaluation of the bid.

**THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

3.18	Information on known errors must be made available to the DALRRD after problem resolution. (The method of providing information will be agreed with the successful bidder, e.g. via e-mail.)
3.19	The ISP must already have in place the capability to converge data, voice and video on one infrastructure. This includes voice over IP.
3.20	Bidders must <b>specify costs</b> for the following:
3.20.1	Fibre Optic: Use of a fibre optic connection to carry the Internet data to and from all the sites including CPE routers must be included in the price.
3.20.2	Wireless/Fiber connection for Redundancy purposes to carry a redundant Internet data link to and from all the sites and redundant link must be configured on the same CPE routers must be included in the price as above. The redundant link speed must be at a half (1/2) of the main connection speed of the optic fibre link. This part of the bid will only be considered if it is cost effective and falls within budget. Therefore the Department reserves the right to implement this service at the start of the contract, sometime during the contract period, or not at all.
3.21	Additional costs for upgrading the bandwidth:  Provide prices for different upgrade options specified above.  It is up to DALRRD to determine if and when to make use of this additional bandwidth during the contract period.
3.22	Specify costs for installation and bandwidth for an additional office (not already specified in the contract).  Therefore the Department reserves the right to implement this service sometime during the contract period, or not at all.
3.23	Specify costs for an IPv6 prefix  The DALRRD reserves the right to decide if and when to implement this service.
3.24	If there is a decrease in the (South-African market-related) bandwidth cost, the Service Provider must re-align their pricing during the contract period to the advantage of DALRRD. It is requested that the Service Provider provide an upgraded service rather than passing on the price savings.
3.25	<b>Delivery addresses:</b>
3.25.1	Harvest House, 30 Hamilton Road, Pretoria;
3.25.2	Stellenbosch: Plant Quarantine Station, Polkadraai avenue, Stellenbosch, Western Cape;
3.25.3	DALRDD New Building: 600 Lilian Ngoyi street, Tswane CBD.
3.25.4	Roodeplaat: Moloto Road, Pretoria.
3.26	<b>Financial &amp; Payment considerations:</b>
3.26.1	Payment for the monthly service costs will be done on a monthly <b>basis in advance</b> .
3.26.2	Payment for installation costs will only be done after successful installation (i.e. fully operational according to conditions of the contract).

LA 1.2

5/2/2/1- DALRRD 0019(2023/2024)

**APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029.**

**CLOSING DATE: 28 NOVEMBER 2023 @ 11:00**

**NB: THERE WILL BE A COMPULSORY BRIEFING SESSION AS FOLLOWS:**

**DATE : 09 NOVEMBER 2023**

**VENUE : BOARDROOM 562 , HARVEST HOUSE  
30 HAMILTON STREET  
PRETORIA**

**TIME : 10:00**

**TECHNICAL ENQUIRIES : Mr. Samuel Mothoane / Ms. Alta Vermaak**  
**TEL : 012 319 6080/6202 / 060 973 0477 / 060 972 9533**  
**EMAIL : [SamuelM@dalrrd.gov.za](mailto:SamuelM@dalrrd.gov.za); [AltaV@dalrrd.gov.za](mailto:AltaV@dalrrd.gov.za)**

**BID RELATED ENQUIRIES : Ms G Maleka / N Zwane**  
**TEL : (012) 312 8372/8386**  
**EMAIL : [Gertrude.Maleka@dalrrd.gov.za](mailto:Gertrude.Maleka@dalrrd.gov.za) ; [NokuthulaZW@Dalrrd.gov.za](mailto:NokuthulaZW@Dalrrd.gov.za)**

**NB: BID CLOSING ADDRESS:**

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**  
**600 LILLIAN NGOYI STREET,**  
**PRETORIA,**  
**0001**

**FINANCIAL PROPOSAL PART 2 OF 2**



**5/2/2/1 DALRRD 0019( 2023-24)**

**PRICING SCHEDULE FOR THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND RFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029.**

NAME OF BIDDER: .....	BID NO.: 5/2/2/1 DALRRD -0019(2023-2024)
CLOSING TIME	

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

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

R.....

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

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND RFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

Pricing Schedule for Internet Service for Five (5) Years from 1 April 2024

No	Service description	Unit	Qty	Unit Price	Total once off Price per year	Total Monthly Price per Year	Total yearly price (Once off plus monthly)	Total Price
1.	<b>INITIAL SETUP AT START OF THE CONTRACT:</b>							
1.1.	<b>Fibre Optic to Harvest House, Pretoria:</b>							
1.1.1	Installation	Each	1	R	R			
1.1.2	Operational: Local 1200 Mbps, International 600 Mbps	Months	12	R		R		
1.2.	<b>Redundancy at Harvest House, Pretoria:</b>							
1.2.1	Installation	Each	1	R	R			
1.2.2	Operational cost of redundancy: Local 600 Mbps, International 300 Mbps	Months	12	R		R		
1.3.	<b>Fibre Optic to New building, Pretoria:</b>							
1.3.1	Installation	Each	1	R	R			
1.3.2	Operational: Local 500 Mbps, International 250 Mbps	Months	12	R		R		
1.4.	<b>Redundancy at New building, Pretoria:</b>							
1.4.1	Installation	Each	1	R	R			
1.4.2	Operational cost of redundancy: Local 250 Mbps, International 125 Mbps	Months	12	R		R		
1.5.	<b>Fibre Optic to Stellenbosch, Western Cape:</b>							
1.5.1	Installation	Each	1	R	R			
1.5.2	Operational: Local 100 Mbps, International 50 Mbps	Months	12	R		R		
1.6.	<b>Redundancy at Stellenbosch, Western Cape:</b>							
1.6.1	Installation	Each	1	R	R			

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

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

No	Service description	Unit	Qty	Unit Price	Total once off Price per year	Total Monthly Price per Year	Total yearly price (Once off plus monthly)	Total Price
1.6.2	Operational cost of redundancy: Local 50 Mbps, International 25 Mbps	Months	12	R		R		
1.7.	<b>Rapid-link or Alternative technology for Roodeplaas, Gauteng:</b>							
1.7.1	Installation	Each	1	R	R			
1.7.2	Operational: 40 Mbps	Months	12	R		R		
1.8.	<b>Redundancy at Roodeplaas, Gauteng:</b>							
1.8.1	Installation	Each	1	R	R			
1.8.2	Operational cost of redundancy: Local 40 Mbps, International 20 Mbps	Months	12	R		R		
	<b>SUB-TOTAL FOR YEAR ONE(once off + monthly= Total yr1)</b>				R	R	R	
2.	<b>UPGRADE OPTIONS:</b>							
2.1	<b>Upgrades for Harvest House, Pretoria :</b> Upgrade with increments of 200 Mbps of Fibre Optic bandwidth & 100 Mbps wireless / redundancy	Months	12	R		R		
	<b>Upgrades for Stellenbosch, Western Cape:</b> Upgrade with increments of 50 Mbps of Fibre Optic bandwidth & 25 Mbps wireless / redundancy	Months	12	R		R		
	<b>Upgrades for New Building, Pretoria:</b> Upgrade with increments of 100 Mbps of Fibre Optic bandwidth & 50 Mbps wireless / redundancy	Months	12	R		R		
	<b>Upgrades for Rapid Link OR Alternative technology for Roodeplaas:</b> Upgrade with increments of 20 Mbps	Months	12	R		R		

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

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND RFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

No	Service description	Unit	Qty	Unit Price	Total once off Price per year	Total Monthly Price per Year	Total yearly price (Once off plus monthly)	Total Price
	<b>SUB-TOTAL OF INCREMENTAL UPGRADES PER YEAR ((once off + monthly= Total incremental)</b>				R	R	R	
2.1.1	Harvest House Year 2:							
2.1.1.1	Installation	Each	1	R	R			
2.1.1.2	Fiber Monthly Operational: Additional 200 Mbps (i.e. total fibre bandwidth of 1400 Mbps local and 700 Mbps international)	Months	12	R		R		
2.1.1.3	Redundancy Monthly Operational: Additional 100 Mbps (i.e. total redundancy of 700 Mbps local and 350 Mbps international)	Months	12	R	R	R		
	Stellenbosch Year 2:							
	Installation	Each	1	R	R			
	Fiber Monthly Operational: Additional 50 Mbps (i.e. total fibre bandwidth of 150 Mbps local and 75 Mbps international)	Months	12	R		R		
	Redundancy Monthly Operational: Additional 25 Mbps (i.e. total redundancy bandwidth of 75 Mbps local and 40 Mbps international)	Months	12	R		R		
	New building Year 2:							
	Installation	Each	1	R	R			
	Fiber Monthly Operational: Additional 100 Mbps (i.e. total fiber bandwidth of 600 Mbps local and 300 Mbps international)	Months	12	R		R		
	Redundancy Monthly Operational: Additional 50 Mbps (i.e. total redundancy bandwidth of 300 Mbps local and 150 Mbps international)	Months	12	R		R		

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

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND RFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

No	Service description	Unit	Qty	Unit Price	Total once off Price per year	Total Monthly Price per Year	Total yearly price (Once off plus monthly)	Total Price
	Roodeplaat Year 2:							
	Installation	Each	1	R	R			
	Fiber Monthly Operational: Additional 20 Mbps (i.e. total 60 Mbps for internet and data)	Months	12	R		R		
	Redundancy at Roodeplaat, Gauteng:							
	Installation	Each	1	R	R			
	Operational cost of redundancy: Local 60 Mbps, International 30 Mbps	Months	12	R		R		
	<b>SUB-TOTAL FOR YEAR TWO (once off + monthly= Total yr2)</b>				R	R	R	
	Harvest House Year 3:							
	Installation	Each	1	R	R			
	Fiber Monthly Operational: Additional 200 Mbps (i.e. total fibre bandwidth of 1600 Mbps local and 800 Mbps international)	Months	12	R		R		
	Redundancy Monthly Operational: Additional 100 Mbps (i.e. total redundancy of 800 Mbps local and 400 Mbps international)	Months	12	R		R		
	Stellenbosch Year 3:							
	Installation	Each	1	R	R			
	Fiber Monthly Operational: Additional 50 Mbps (i.e. total fiber bandwidth of 200 Mbps local and 100 Mbps international)	Months	12	R		R		
	Redundancy Monthly Operational: Additional 25 Mbps (i.e. total redundancy bandwidth of 100 Mbps local and 50 Mbps international)	Months	12	R		R		

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

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

No	Service description	Unit	Qty	Unit Price	Total once off Price per year	Total Monthly Price per Year	Total yearly price (Once off plus monthly)	Total Price
	New building Year 3: Installation	Each	1	R	R			
	Fiber Monthly Operational: Additional 100 Mbps (i.e. total fibre bandwidth of 700 Mbps local and 350 Mbps international)	Months	12	R		R		
	Redundancy Monthly Operational: Additional 50 Mbps (i.e. total redundancy bandwidth of 350 Mbps local and 175 Mbps international)	Months	12	R		R		
	Roodeplaat Year 3: Installation	Each	1	R	R			
	Fiber Monthly Operational: Additional 20 Mbps (i.e. total 80 Mbps for internet and data)	Months	12	R		R		
	Redundancy at Roodeplaat, Gauteng: Installation	Each	1	R	R			
	Operational cost of redundancy: Local 80 Mbps, International 40 Mbps	Months	12	R		R		
	<b>SUB-TOTAL FOR YEAR THREE</b>				R	R	R	
2.1.3	Harvest House Year 4: (once off + monthly= Total yr3)							
2.1.3.1	Installation	Each	1	R	R			
2.1.3.2	Fiber Monthly Operational: Additional 200 Mbps (i.e. total fibre bandwidth of 1800 Mbps local and 900 Mbps international)	Months	12	R		R		
2.1.3.3	Redundancy Monthly Operational: Additional 100 Mbps (i.e. total redundancy of 900 Mbps local and 450 Mbps international)	Months	12	R		R		

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

Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND RFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

No	Service description	Unit	Qty	Unit Price	Total once off Price per year	Total Monthly Price per Year	Total yearly price (Once off plus monthly)	Total Price
	Stellenbosch Year 4: Installation	Each	1	R	R			
	Fiber Monthly Operational: Additional 50 Mbps (i.e. total fibre bandwidth of 250 Mbps local and 125 Mbps international)	Months	12	R		R		
	Redundancy Monthly Operational: Additional 25 Mbps (i.e. total redundancy bandwidth of 125 Mbps local and 65 Mbps international)	Months	12	R		R		
	New building Year 4: Installation	Each	1	R	R			
	Fiber Monthly Operational: Additional 100 Mbps (i.e. total fibre bandwidth of 800 Mbps local and 400 Mbps international)	Months	12	R		R		
	Redundancy Monthly Operational: Additional 50 Mbps (i.e. total redundancy bandwidth of 400 Mbps local and 200 Mbps international)	Months	12	R		R		
	Roodeplaat Year 4: Installation	Each	1	R	R			
	Fiber Monthly Operational: Additional 20 Mbps (i.e. total 100 Mbps for internet and data)	Months	12	R		R		
	Redundancy at Roodeplaat, Gauteng: Installation	Each	1	R	R			
	Operational cost of redundancy: Local 100 Mbps, International 50 Mbps	Months	12	R		R		

Bid Initials .....  
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**PRICING SCHEDULE FOR THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND RFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

No	Service description	Unit	Qty	Unit Price	Total once off Price per year	Total Monthly Price per Year	Total yearly price (Once off plus monthly)	Total Price
	<b>SUB-TOTAL FOR YEAR FOUR(once off + monthly= Total yr4)</b>				R	R	R	
2.1.4	Harvest House Year 5:							
2.1.4.1	Installation	Each	1	R	R			
2.1.4.2	Fiber Monthly Operational: Additional 200 Mbps (i.e. total fiber bandwidth of 2000 Mbps local and 1000 Mbps international)	Months	12	R		R		
2.1.4.3	Redundancy Monthly Operational: Additional 100 Mbps (i.e. total redundancy bandwidth of 1000 Mbps local and 500 Mbps international)	Months	12	R		R		
2.2.4	Stellenbosch Year 5:							
2.2.4.1	Installation	Each	1	R	R			
2.2.4.2	Fiber Monthly Operational: Additional 50 Mbps (i.e. total fiber bandwidth of 300 Mbps local and 150 Mbps international)	Months	12	R		R		
2.2.4.3	Redundancy Monthly Operational: Additional 25 Mbps (i.e. total redundancy bandwidth of 150 Mbps local and 75 Mbps)	Months	12	R		R		
2.3.4	New building Year 5:							
2.3.4.1	Installation	Each	1	R	R			
2.3.4.2	Fiber Monthly Operational: Additional 100 Mbps (i.e. total fibre bandwidth of 900 Mbps local and 450 Mbps international)	Months	12	R		R		
2.3.4.3	Redundancy Monthly Operational: Additional 50 Mbps (i.e. total redundancy bandwidth of 450 Mbps local and 225 Mbps international)	Months	12	R		R		
2.4.4	Roodeplaat Year 5:							
2.4.4.1	Installation	Each	1	R	R			

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



Name of Bidder: .....

**PRICING SCHEDULE FOR THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

No	Service description	Unit	Qty	Unit Price	Total once off Price per year	Total Monthly Price per Year	Total yearly price (Once off plus monthly)	Total Price
2.4.4.2	Fiber Monthly Operational: Additional 20 Mbps (i.e. total 120 Mbps for internet and data)	Months	12	R		R		
	Redundancy at Roodeplaat, Gauteng:							
	Installation	Each	1	R	R			
	Operational cost of redundancy: Local 40 Mbps, International 20 Mbps	Months	12	R		R		
	<b>SUB-TOTAL FOR YEAR FIVE (once off + monthly= Total yr5)</b>				R	R	R	
2.5	<b>Optional: Additional office:</b> Fibre optic service at an additional office							
2.5.1.	Installation	Each	1	R	R			
2.5.2	Monthly Operational: Local 50 Mbps, International 25 Mbps	Months	60	R		R		
2.5.3	Redundancy for additional office at 25 Mbps	Months	60	R		R		
	<b>SUB-TOTAL FOR ADDITIONAL OFFICE (once off + monthly= Total Add)</b>				R	R	R	
3	<b>OPTIONAL SERVICES</b>							
3.1	<b>Optional: IPv6 prefix:</b> IPv6 prefix that will cover the extent of the organisation, for at least 200 internal networks							
3.1.1	Installation	Each	1	R	R			
3.1.2	Monthly cost	Months	60	R		R		
3.2	<b>Optional: Quality of Service (QoS):</b> Quality of Service (QoS) mechanism to enable the DALRRD to shape incoming traffic based on protocol.							
3.2.1	Installation	Each	1	R	R			
3.2.2	Operational cost	Months	60	R		R		

Bid Initials .....  
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 Date:.....

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**PRICING SCHEDULE FOR THE APPOINTMENT OF AN INTERNET SERVICE PROVIDER (ISP) TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF FIVE (5) YEARS FROM 1 APRIL 2024 TO 31 MARCH 2029**

No	Service description	Unit	Qty	Unit Price	Total once off Price per year	Total Monthly Price per Year	Total yearly price (Once off plus monthly)	Total Price
	<b>SUB-TOTAL FOR OPTIONAL SERVICES (once off + monthly= Total optional)</b>				R	R	R	
4	<b>CEILING PRICE (GRAND TOTAL INCLUDING VAT)(Total Yearly 1 + once off +Yr2 +yr 3 + yr4 + yr5 + add + Optional)</b>							R

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

Any enquiries regarding bidding procedures may be directed to the –

- 1.1. **Technical enquiries**  
**Mr. Samuel Mothoane Contact no: 012 319 6080**  
**Email address: [SamuelM@dalrrd.gov.za](mailto:SamuelM@dalrrd.gov.za)**
- 1.2. **Bids enquiries**  
**Mr Abie Olyn**  
**Supply Chain Management**  
**Tel: 012 312 9518**  
**Email: [Abie.Olyn@dalrrd.gov.za](mailto:Abie.Olyn@dalrrd.gov.za)**

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

**ANNEXURE A: TERMS OF REFERENCE**

**NB:** Under Compliant please mark Yes or No.

**3. SCOPE OF WORK**

		COMPLIANT		
		YES	NO	COMMENTS
<b>3.1</b>	<b>SCOPE</b>			
<b>3.2</b>	DALRRD requires the contract to provide for the initial requirement (i.e. at the start of the contract), as well as different upgrade options. This is to allow the Department to upgrade their bandwidth utilization during the contract period, without having to change the contract. DALRRD reserves the right to decide if and when to upgrade, and which of the upgrade options to implement.			
<b>3.3</b>	<p>DALRRD also requests additional options, like a wireless connection for redundancy purposes, installation at an additional location, as well as an IPv6 prefix. These are mandatory requirements of the tender, i.e. the bidder must be able to render these services and bidders must specify prices for these services for the contract period. However, DALRRD reserves the right to decide whether or not to implement these services, which services and when (i.e. either at the start of the contract or any time during the contract period).</p> <p><b>The Bandwidth of any additional office should start at 50Mbps for Main Connection and 25 Mbps for Redundancy.</b></p>			
<b>3.4</b>	<p>Hand over period (at start and end) add to 2.15.</p> <p>ISP needs to provide ± 50Mb line from 1 Sept 2023 to allow for config, setup, pulling of cables, testing and ensuring connectivity as well as failover and movement of DMZ as was as email g/w to allow for hand-over period of one-month to be operational 1 Oct 2023 according to the spec as per RFB.</p> <p>The current ISP must assist in providing to the new ISP.</p> <p>Provide an internet service to Department of Agriculture, Forestry and Fisheries (DAFF) from 1 October 2018 for a period of 60 months. (This solution must be life and operating on 1 October 2018 if not the new Supplier will be responsible and accountable to arrange with old supplier to continue with working solution until new solution is operational).</p>			

**ANNEXURE A: TERMS OF REFERENCE**

		COMPLIANT		
		YES	NO	COMMENTS
3.3	There must be a contention ratio of 1:1, for 24 hours of every day.			
3.4	<b>The ISP must use the following technologies to provide the required bandwidth to DALRRD:</b>			
3.4.1	Fibre Optic: Use a fibre optic connection to carry the Internet data to and from the Main Site at Harvest House, 30 Hamilton Road, Pretoria;			
3.4.2	Fiber Optic: Use a fibre optic connection to carry the Internet data to and from Stellenbosch Offices, Western Cape;			
3.4.3	Fiber Optic: Use a fibre optic connection to carry the Internet data to and from DALRRD New Office, Pretoria;			
3.4.4	Rapid-link: Use of Rapid-Link connection to carry the Internet and Data to and from Roodeplaat, Pretoria to Main Site at Harvest House, 30 Hamilton Road, Pretoria.			
3.4.5	Rapid-link: Use of Rapid-Link connection to carry the Internet and Data to and from Roodeplaat, Pretoria to Main Site at Harvest House, 30 Hamilton Road, Pretoria.			
3.4.6	CPE routers must be included for all sites and the service must be managed by the ISP.			
3.4.7	CPE routers must be included for all sites and the service must be managed by the ISP.			
3.5	<b>Wireless/Fiber connection for redundancy purposes:</b>  Use of wireless/fibre technology to carry a redundancy Internet data link for all sites and the redundancy link must be configured on the same CPE routers included above. The service must be managed by the ISP. The redundancy link speed must be half (1/2) of the main connection speeds of the optic fibre link on all the sites. The redundancy must be include on the below sites:			
3.5.1	Harvest House, 30 Hamilton Road, Pretoria;			
3.5.2	Stellenbosch Offices, Western Cape;			

## ANNEXURE A: TERMS OF REFERENCE

		COMPLIANT		
		YES	NO	COMMENTS
3.5.3	DALRRD New Office, Pretoria;			
3.5.4	Roodeplaat, Pretoria.			
3.6	<b>As an initial bandwidth requirement, DALRRD needs a total of:</b>			
3.6.1	At the start of the contract, the total Bandwidth supplied must be as follows and the International Bandwidth must be initially set to half (½) of the total bandwidth:			
a)	The Fibre Optic Bandwidth supplied must initially be at <b>1200 Mbps</b> at the Harvest House, Pretoria with <b>1200 Mbps local</b> and <b>600 Mbps international</b> ;			
b)	The Fibre Optic Bandwidth supplied must initially be at <b>100 Mbps</b> at the Stellenbosch Offices, Western Cape with <b>100 Mbps local</b> and <b>50 Mbps international</b> ;			
c)	The Fibre Optic Bandwidth supplied must initially be at <b>500 Mbps</b> at DALRRD New Building, Pretoria with <b>500 Mbps local</b> and <b>250 Mbps international</b> ;			
d)	The <b>Rapid-link</b> connection to carry the Internet and Data to and from Roodeplaat to Main Site (Harvest House) must be initially at <b>40 Mbps</b> .			
3.6.2	DALRRD reserves the right to <b>upgrade the bandwidth</b> during the contract period as and when needed (i.e. on an ad hoc basis).  DALRRD reserves the right to decide when to upgrade, and which of the upgrade options to implement.  Bidders must specify prices for different upgrade options:  The Fibre Optic bandwidth upgrades must include an upgrade of either or all the sites. Upgrade options for Fibre Optic Bandwidth are required as follows including the increase on Redundancy as well of which the redundancy must be ½ of the actual Bandwidth speed:  <b>UPGRADES FOR YEAR 2 of the contract:</b>  a) <b>Increment of 200 Mbps:</b>			

**ANNEXURE A: TERMS OF REFERENCE**

		COMPLIANT		
		YES	NO	COMMENTS
	Upgrade to total Fibre Optic bandwidth of <b>1400 Mbps</b> at the Harvest House, Pretoria with <b>1400 Mbps local</b> and <b>700 Mbps international (YEAR 2)</b> ;			
<b>b)</b>	<b>Increment of 50 Mbps:</b>  Upgrade to total Fibre Optic bandwidth of <b>150 Mbps</b> at Stellenbosch Offices, Western Cape with <b>150 Mbps local</b> and <b>75 Mbps international (YEAR 2)</b> ;			
<b>c)</b>	<b>Increment of 100 Mbps:</b>  Upgrade to total Fibre Optic bandwidth of <b>600 Mbps</b> at DALRRD New Building, Pretoria with <b>600 Mbps local</b> and <b>300 Mbps international (YEAR 2)</b> ;			
<b>d)</b>	<b>Increment of 20 Mbps:</b>  Upgrade to total Rapid-Link connection of <b>60 Mbps</b> to carry the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 2)</b> ;			
<b>UPGRADES FOR YEAR 3 of the contract:</b>				
<b>e)</b>	<b>Increment of 200 Mbps:</b>  Upgrade to total Fibre Optic bandwidth of <b>1600 Mbps</b> at the Harvest House, Pretoria with <b>1600 Mbps local</b> and <b>800 Mbps international (YEAR 3)</b> ;			
<b>f)</b>	<b>Increment of 50 Mbps:</b>  Upgrade to total Fibre Optic bandwidth of <b>200 Mbps</b> at Stellenbosch Offices, Western Cape with <b>200 Mbps local</b> and <b>100 Mbps international (YEAR 3)</b> ;			
<b>g)</b>	<b>Increment of 100 Mbps:</b>  Upgrade to total Fibre Optic bandwidth of <b>700 Mbps</b> at DALRRD New Building, Pretoria with <b>700 Mbps local</b> and <b>350 Mbps international (YEAR 3)</b> ;			

**ANNEXURE A: TERMS OF REFERENCE**

		COMPLIANT		
		YES	NO	COMMENTS
<b>h)</b>	<b>Increment of 20 Mbps:</b>  Upgrade to total Rapid-Link connection of <b>80 Mbps</b> to carry the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 3);</b>			
<b>UPGRADES FOR YEAR 4 of the contract:</b>				
<b>i)</b>	<b>Increment of 200 Mbps:</b>  Upgrade to total Fibre Optic bandwidth of <b>1800 Mbps</b> at the Harvest House, Pretoria with <b>1800 Mbps local</b> and <b>900 Mbps international (YEAR 4);</b>			
<b>j)</b>	<b>Increment of 50 Mbps:</b>  Upgrade to total Fibre Optic bandwidth of <b>250 Mbps</b> at Stellenbosch Offices, Western Cape with <b>250 Mbps local</b> and <b>125 Mbps international (YEAR 4);</b>			
<b>k)</b>	<b>Increment of 100 Mbps:</b>  Upgrade to total Fibre Optic bandwidth of <b>800 Mbps</b> at DALRRD New Building, Pretoria with <b>800 Mbps local</b> and <b>400 Mbps international (YEAR 4);</b>			
<b>l)</b>	<b>Increment of 20 Mbps:</b>  Upgrade to total Rapid-Link connection of <b>100 Mbps</b> to carry the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 4);</b>			
<b>UPGRADES FOR YEAR 5 of the contract:</b>				
<b>m)</b>	<b>Increment of 200 Mbps:</b>  Upgrade to total Fibre Optic bandwidth of <b>2000 Mbps</b> at the Harvest House, Pretoria with <b>2000 Mbps local</b> and <b>1000 Mbps international (YEAR 5);</b>			
<b>n)</b>	<b>Increment of 50 Mbps:</b>			

**ANNEXURE A: TERMS OF REFERENCE**

		COMPLIANT		
		YES	NO	COMMENTS
	Upgrade to total Fibre Optic bandwidth of <b>300 Mbps</b> at Stellenbosch Offices, Western Cape with <b>300 Mbps local</b> and <b>150 Mbps international (YEAR 5)</b> ;			
<b>o)</b>	<b>Increment of 100 Mbps:</b>  Upgrade to total Fibre Optic bandwidth of <b>900 Mbps</b> at DALRRD New Building, Pretoria with <b>900 Mbps local</b> and <b>450 Mbps international (YEAR 5)</b> ;			
<b>p)</b>	<b>Increment of 20 Mbps:</b>  Upgrade to total Rapid-Link connection of <b>120 Mbps</b> to carry the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 5)</b> .			
3.7	DALRRD reserves the right to request the ISP to also provide the service at additional offices that is not already specified in the contract.  <b>The Bandwidth of additional office should start at 50Mbps for Main Connection and 25 Mbps for Redundancy and must be quoted on the Price Schedule (paragraph 2.5).</b>			
3.8	Redundancy Wireless/Fiber as per initial Bandwidth and Bandwidth Upgrades:			
a)	Redundancy Wireless/Fibre Optic Bandwidth of <b>1200 Mbps</b> at the Harvest House, Pretoria: <b>600 Mbps (YEAR 1)</b> ;			
b)	Redundancy Wireless/Fibre Optic Bandwidth of <b>100 Mbps</b> at Stellenbosch Offices, Western Cape: <b>50 Mbps (YEAR 1)</b> ;			
c)	Redundancy Wireless/Fibre Optic Bandwidth of <b>500 Mbps</b> at DALRRD New Building, Pretoria: <b>250 Mbps (YEAR 1)</b> ;			
d)	Redundancy Wireless/Fibre Optic Bandwidth of <b>20 Mbps</b> at Roodeplaat site to carry the <b>Rapid-link</b> connection for the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 1)</b> ;			



**ANNEXURE A: TERMS OF REFERENCE**

		COMPLIANT		
		YES	NO	COMMENTS
e)	Redundancy Wireless/Fibre Optic Bandwidth of <b>1400 Mbps</b> at the Harvest House, Pretoria: <b>700 Mbps (YEAR 2);</b>			
f)	Redundancy Wireless/Fibre Optic Bandwidth of <b>150 Mbps</b> at Stellenbosch Offices, Western Cape: <b>75 Mbps (YEAR 2);</b>			
g)	Redundancy Wireless/Fibre Optic Bandwidth of <b>600 Mbps</b> at DALRRD New Building, Pretoria: <b>300 Mbps (YEAR 2);</b>			
h)	Redundancy Wireless/Fibre Optic Bandwidth of <b>30 Mbps</b> at Roodeplaat site to carry the <b>Rapid-link</b> connection for the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 2);</b>			
i)	Redundancy Wireless/Fibre Optic Bandwidth of <b>1600 Mbps</b> at the Harvest House, Pretoria: <b>800 Mbps (YEAR 3);</b>			
j)	Redundancy Wireless/Fibre Optic Bandwidth of <b>200 Mbps</b> at Stellenbosch Offices, Western Cape: <b>100 Mbps (YEAR 3);</b>			
k)	Redundancy Wireless/Fibre Optic Bandwidth of <b>700 Mbps</b> at DALRRD New Building, Pretoria: <b>350 Mbps (YEAR 3);</b>			
l)	Redundancy Wireless/Fibre Optic Bandwidth of <b>40 Mbps</b> at Roodeplaat site to carry the <b>Rapid-link</b> connection for the Internet and Data to and from Roodeplaat to Main Site (Harvest House) <b>(YEAR 3);</b>			
m)	Redundancy Wireless/Fibre Optic Bandwidth of <b>1800 Mbps</b> at the Harvest House, Pretoria: <b>900 Mbps (YEAR 4);</b>			
n)	Redundancy Wireless/Fibre Optic Bandwidth of <b>250 Mbps</b> at Stellenbosch Offices, Western Cape: <b>125 Mbps (YEAR 4);</b>			
o)	Redundancy Wireless/Fibre Optic Bandwidth of <b>800 Mbps</b> at DALRRD New Building, Pretoria: <b>400 Mbps (YEAR 4);</b>			

**ANNEXURE A: TERMS OF REFERENCE**

		COMPLIANT		
		YES	NO	COMMENTS
p)	Redundancy Wireless/Fibre Optic Bandwidth of 50 <b>Mbps</b> at Roodeplaat site to carry the <b>Rapid-link</b> connection for the Internet and Data to and from Roodeplaat to Main Site (Harvest House) ( <b>YEAR 4</b> );			
q)	Redundancy Wireless/Fibre Optic Bandwidth of <b>2000 Mbps</b> at the Harvest House, Pretoria: <b>1000 Mbps (YEAR 5)</b> ;			
r)	Redundancy Wireless/Fibre Optic Bandwidth of <b>300 Mbps</b> at Stellenbosch Offices, Western Cape: <b>150 Mbps (YEAR 5)</b> ;			
s)	Redundancy Wireless/Fibre Optic Bandwidth of <b>900 Mbps</b> at DALRRD New Building, Pretoria: <b>450 Mbps (YEAR 5)</b> ;			
t)	Redundancy Wireless/Fibre Optic Bandwidth of 60 <b>Mbps</b> at Roodeplaat site to carry the <b>Rapid-link</b> connection for the Internet and Data to and from Roodeplaat to Main Site (Harvest House) ( <b>YEAR 5</b> );			
3.9	<b>Availability &amp; Penalties:</b>			
3.9.1	Availability:			
a)	The requirement for the DALRRD is for a guaranteed uptime for 99% from 6h30 to 18h30 Monday to Fridays. A 95% uptime is satisfactory for the other times.			
b)	The Department reserves the right to terminate the contract should the availability be below 98% between 6h30 till 18h30 Mondays to Fridays for any three (non-consecutive) months within any 12 consecutive month period of the contract.			
3.10	The DALRRD will keep its current domain name. The ISP must host the DNS domain NDA.AGRIC.ZA for the Department with authority for changes to that domain lying with the DALRRD.			
3.11	The DALRRD will keep its current IP ranges. DALRRD shares a public class-B network with the ARC, namely 155.240.0.0, and the DALRRD portion (155.240.0.0 to 155.240.159.0), and these IP ranges must			

## ANNEXURE A: TERMS OF REFERENCE

		COMPLIANT		
		YES	NO	COMMENTS
	be routed through the ISP. DALRRD has a class-C network used for our DMZ services that must also be routed through the ISP, namely 192.96.1.0/24.			
3.12	<p>The DALRRD requires an IPv6 prefix that will cover the extent of the organization, for at least 200 internal networks. If there are any financial implications to this requirement it must be clearly indicated.</p> <p>The DALRRD reserves the right to decide when and if to implement this service.</p>			
3.13	<p>Statistics must be available per:</p> <p>3.13.1 Hour, day, week, month, and archive of previous months.</p>			
3.14	<p>The following statistics are required:</p> <p>3.14.1 Bandwidth utilization, in histogram format.</p>			
3.15	Warning of possible line outages and line outages occurred with the expected and actual time of remedy.			
3.16	<p>A service desk, with the following service requirements, must be active for problem reporting and resolution:</p> <p>3.16.1 Peak time availability (6:30 – 18:30) ;</p> <p>3.16.2 Emergency arrangement for access of services on a 24 X 7 basis must be provided.</p>			
3.17	Escalation procedures will be negotiated with the recommended bidder after the evaluation of the bid.			
3.18	Information on known errors must be made available to the DALRRD after problem resolution. (The method of providing information will be agreed with the successful bidder, e.g. via e-mail.)			
3.19	The ISP must already have in place the capability to converge data, voice and video on one infrastructure. This includes voice over IP.			
3.20	Bidders must <b>specify costs</b> for the following:			
3.20.1	Fibre Optic: Use of a fibre optic connection to carry the Internet data to and from all the sites including CPE routers must be included in the price.			

## ANNEXURE A: TERMS OF REFERENCE

		COMPLIANT		
		YES	NO	COMMENTS
3.20.2	<p>Wireless/Fiber connection for Redundancy purposes to carry a redundant Internet data link to and from all the sites and redundant link must be configured on the same CPE routers must be included in the price as above. The redundant link speed must be at a half (1/2) of the main connection speed of the optic fibre link.</p> <p>This part of the bid will only be considered if it is cost effective and falls within budget. Therefore the Department reserves the right to implement this service at the start of the contract, sometime during the contract period, or not at all.</p>			
3.21	<p>Additional costs for upgrading the bandwidth:</p> <p>Provide prices for different upgrade options specified above.</p> <p>It is up to DALRRD to determine if and when to make use of this additional bandwidth during the contract period.</p>			
3.22	<p>Specify costs for installation and bandwidth for an additional office (not already specified in the contract).</p> <p>Therefore the Department reserves the right to implement this service sometime during the contract period, or not at all.</p>			
3.23	<p>Specify costs for an IPv6 prefix.</p> <p>The DALRRD reserves the right to decide if and when to implement this service.</p>			
3.24	<p>If there is a decrease in the (South-African market-related) bandwidth cost, the Service Provider must re-align their pricing during the contract period to the advantage of DALRRD. It is requested that the Service Provider provide an upgraded service rather than passing on the price savings.</p>			
3.25	<p><b>Delivery addresses:</b></p>			
3.25.1	<p>Harvest House, 30 Hamilton Road, Pretoria;</p>			

**ANNEXURE A: TERMS OF REFERENCE**

	COMPLIANT		
	YES	NO	COMMENTS
3.25.2 Stellenbosch: Plant Quarantine Station, Polkadraai avenue, Stellenbosch, Western Cape;			
3.25.3 DALRDD New Building: 600 Lilian Ngoyi street, Tswane CBD.			
3.25.4 Roodeplaat: Moloto Road, Pretoria.			
3.26 <b>Financial &amp; Payment considerations:</b>			
3.26.1 Payment for the monthly service costs will be done on a monthly <b>basis in advance</b> .			
3.26.2 Payment for installation costs will only be done after successful installation (i.e. fully operational according to conditions of the contract).			