

LA 1.2

5/2/2/1- DLRRD 0037 (2025/2026)

APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

CLOSING DATE: 15 APRIL 2026 @ 11:00

NB: THERE WILL BE NO BRIEFING SESSION FOR THIS BID.

TECHNICAL ENQUIRIES : Dr Sharmla Govender-van Wyk
TEL : (012) 012) 012 3129299
EMAIL : NSIF@dlrrd.gov.za

BID RELATED ENQUIRIES **BIDS MANGEMENT UNIT**
TEL : (012) 312 8383/ 8381/ 9627
EMAIL : Bids@dlrrd.gov.za

NB: BID CLOSING ADDRESS:
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
600 LILLIAN NGOYI STREET, PRETORIA, 0001

TECHNICAL PROPOSAL PART 1 OF 2

LA 1.1



land reform & rural development

Department:
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 LAND REFORM AND RURAL DEVELOPMENT

BID NUMBER: 5/2/2/1- DLRRD 0037 (2025/2026)

CLOSING TIME: 11H00

CLOSING DATE: 15 APRIL 2026

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

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), SBD1, SBD4, SBD 5, SBD 6.1 Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SIGNED
BIDS MANAGEMENT
DATE: 23 MARCH 2026

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.

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
1.5. VALIDITY PERIOD: 120 DAYS
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

Js475wc

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

BID PROCESS (EQUAL OR BELOW R50 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:

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

- 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)
A person historically disadvantages 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 citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation- a) Before 27 April 1994 l. On or before 27 April 1994 and who would be entitled to acquire	8		

citizenship by naturalisation prior to the date.			
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Promotion of enterprises located in South Africa	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

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

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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = 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		NO	
-----	--	----	--

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.

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



OFFICE OF THE DEPUTY DIRECTOR-GENERAL: RURAL DEVELOPMENT

Private Bag X833, Pretoria, 0001; 600 Lillian Ngoyi Street, Berea Park, Pretoria, 0002

Tel: 012 - 312 9332; E-mail: nomava.otshe@dlrrd.gov.za ; Website: www.dlrrd.gov.za

TERMS OF REFERENCE

FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

1. BACKGROUND AND INTRODUCTION

- 1.1. Approximately 19,2 million people receive social grants.¹ More than 13,1 million people received the child support grant.² Despite the social grants, rural areas continue to exhibit high poverty headcount ratio in the region of about 81.3% compared to urban areas where it is hovering at 40.7% (approximately 14,7 million rural people).
 - 1.2. South Africa's rural areas remain deeply marginalised, with persistent poverty, unemployment, underdevelopment, and social inequality. Despite multiple interventions post-1994, the rural economy has not undergone the structural transformation needed to reverse the historical legacies of spatial apartheid.
 - 1.3. A Rural Development Framework Policy and Rural Development Bill are proposed as legislative instruments to systematically address these challenges.
 - 1.4. The Department of Land Reform and Rural Development (DLRRD) seeks to appoint a policy and legal service provider to aid in the development of the policy framework to support the proposed legislation.
-

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

2. PURPOSE AND SCOPE OF WORK

- 2.1. In collaboration with the internal technical experts from the Branch Rural Development and the Policy and Legislation Units of the DLRRD, the policy and legal service provider will be expected to assist in the drafting of the policy framework and to advise that the policy is well aligned during the drafting of the legislation through research and expert advice on the following:
- 2.1.1. The precise nature and scope of the DLRRD's legislative obligations in terms of the concurrent functions of rural development. The Constitution of the Republic of South Africa (1996) allocates areas of legislative competence to the three different spheres of government. In terms of schedule 4 Part A of the Constitution, "Rural Development" is identified as a functional area of concurrent national and provincial legislative competence. It is however important to note that, even though the various functions listed in schedules 4 and 5 are allocated to various spheres of government as either concurrent functional areas of competence or exclusive functional areas of competence of spheres of government, rural development functions are not defined in the constitution.
- 2.1.2. Encroachment by the Minister of Land Reform and Rural Development into the functional domain of other cabinet ministers.
- 2.1.3. Constitutional competence on the spheres of Government i.e. National, Provincial and Municipal government in rural development.
- 2.1.4. To give content to:
- 2.1.4.1. the concept "rural" and related concept "rural development" as per Schedule 4, Part A of the Constitution;
- 2.1.4.2. The concurrent functions between the national and provincial spheres of governance and the interface with municipalities in relation with their planning function in part B of Schedule 4.

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

- 2.1.4.3. More specifically, the constitutional competence of the Department of Agriculture (DOA) and the Provincial Departments dealing with rural development (PDAs), as a concurrent function, in terms of the planning for and implementation of rural development programmes.

- 2.2. To propose changes to the draft Bill to harmonize laws with the constitution to balance the constitutional competencies between.
 - 2.2.1. The functional domain of the Minister of Land Reform and Rural Development and of other Ministers (such as the Minister of Mineral Resources);
 - 2.2.2. National Departments, Provincial Departments dealing with rural development and the local sphere of government.

- 2.3. To assist the internal team with cross-referencing all legislation relevant: relationships to existing laws and collaborative legislation with the DLRRD and Provincial Departments of Agriculture and Local Government policies and legislations for better alignment in terms of rural development.

- 2.4. To ensure that the policy addresses the changing dynamics with regards to rural areas e.g. climate change, agriculture and other land-based sectors and social dynamics

- 2.5. The service provider may be expected to travel to a maximum 5 rural districts in Eastern Cape, KwaZulu-Natal, Limpopo, Mpumalanga and Gauteng as identified by the Department to collect data, discuss with key informants/stakeholders on the socio-economic dynamics in rural areas.

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

3. SKILLS, KNOWLEDGE AND EXPERIENCE REQUIREMENTS

3.1 Competencies and expertise required from the incumbent who will undertake the outputs are:

- a) Knowledge: Knowledge of the South African constitutional, legislative and policy environment as it relates to the intergovernmental system and interventions regime;
- b) Skills: Interpretation of law and policy, research and writing skills, project management, programme planning;
- c) Experience: experience and knowledge of the public administration, intergovernmental relations, international experience in rural development, and forms and systems of government; high level strategic thinker; and
- d) Essential qualifications: public policy and law

3.2 In order to execute this project the service provider/s must possess the following knowledge, 10 years or more expertise and skills:

- a) An understanding of the national political, strategic and policy environment;
- b) In-depth knowledge of the intergovernmental relations environment and cooperative governance in South Africa;
- c) Policy development and legislative drafting;
- d) Extensive technical knowledge and skills in project management, data collection and analysis, synthesis, and research; and
- e) Good understanding of the Constitution and applicable governance legislation and regulatory environment.

3.3 Reporting Requirements:

The policy and legal service provider will work closely with the Director: Systems and Procedures, the internal team, National Policy Review Committee and the in-house drafter to draft the rural development policy and provide guidance towards the legislation.

3.3.1 Responsibilities of the DLRRD:

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

The DLRRD will provide:

- a) Background information, documents and reports on the specific area to be legislated or regulated or where a circular or guideline is needed.
- b) All comments received from different stakeholders.
- c) Any guidelines on the specific aspect to be legislated or regulated or where a circular or guideline is needed.
- d) Legal opinions
- e) Socio-economic impact assessment results, if it is available
- f) Selected court cases, if needed and if available
- g) Provide further guidance on the scope of the project.

3.3.2 Responsibilities of the service provider

The service provider will:

- (a) Partner closely with the DLRRD team and any other structure of the DLRRD for the duration of the project;
- (b) Consolidate all comments received from different stakeholders.
- (b) Attend progress meetings for the duration of the project to review progress;
- (c) Submit record of detailed deliverables undertaken as per paragraph 1 and 2 above, and respective costs, when submitting invoices to DLRRD on intervals to be agreed; and
- (d) Any other responsibilities as agreed by the parties.

4. MANDATORY REQUIREMENTS

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

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

5. DELIVERABLES

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

5.1 The successful service provider must deliver the following:

Phases	Deliverables
<p>Phase 1</p> <ol style="list-style-type: none"> 1. Inception report. 2. Literature Review 3. Stakeholder Participation Plan and Database 	<ul style="list-style-type: none"> • <u>Detailed Inception Report covering but not limited to the following:</u> <ul style="list-style-type: none"> ○ Detailed understanding of the assignment, establish objectives of the project, and confirmation of the project scope ○ Establishing Project governance structures including Project Management Team (PMT) ○ Project Scheduling and a comprehensive costing plan with detailed costing per project phase as per the requirement of the scope of work. ○ Proposed methodology and work plan ○ Risk assessment and mitigation measures ○ Confirmation of timelines and deliverables • <u>Literature Review</u> • A comprehensive overview of the current state of rural development utilizing census information and other approved statistical sources. The literature review may include local and international case studies (1 Southern African, 1 African, 1 European, China and Brazil). • It must highlight the key policy provisions and include the successes and weaknesses of rural development policies in those countries. • It must further discuss the definition for rural and rural development. • Analysis of socio-economic conditions in rural areas (including infrastructure, livelihoods, land use, service delivery, and governance) • Identification of gaps, challenges, and opportunities in the current rural development framework • Alignment analysis with national priorities, constitutional mandates, and international commitments (e.g. SDGs, AU Agenda 2063) <p>It must also include the policy proposals OR recommendations on rural development from key government documents such as the National Development Plan, National Spatial Development Framework, The Integrated Rural Development Sector Strategy (2023), the Integrated Sustainable Rural Development Programme and Strategy (2001), other relevant government reviews completed since 1994 and various sector reports that impact on rural development including but not limited to the mining sector, tourism, environment, land, energy, water, social development, health and rural safety.</p> <p>Rural Development Indaba recommendations and other policy recommendations emanating from other workshops impacting rural development since the National Development Plan (2012).</p> <ul style="list-style-type: none"> • Stakeholder mapping and engagement plan • PMT meetings will be every two weeks online until the completion of the project unless clashing with other consultative meetings planned for the project.

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

<p>Phase 2: Consultation and drafting of Policy</p>	<p><u>Consultations</u></p> <p>Schedule of events/ meetings and subsequent outcomes in line with the scope of work:</p> <ul style="list-style-type: none"> (a) (5 districts - one each in Eastern Cape, KwaZulu-Natal, Limpopo, Mpumalanga and Gauteng (Districts to be identified with the DLRRD) (b) Three meetings with senior management in Pretoria (Branch Management meeting, National Policy Review Committee meeting and EXCO) (c) Three online meetings (Intergovernmental Forum Meeting and National Policy Review Meeting) <ul style="list-style-type: none"> • Records and summaries of consultations (workshops, interviews, focus groups, written submissions) • Key issues, inputs, and recommendations raised by stakeholders • How stakeholder inputs informed the policy direction <p><u>Draft the policy:</u></p> <ul style="list-style-type: none"> • Outline the nature of the problems and its root causes (socio-economic analyses) • Policy vision, objectives, and guiding principles • Definitions including of rural development and rural • Strategic policy pillars and priority intervention areas • Institutional and governance arrangements • Roles and responsibilities of key stakeholders • Policy implementation framework • Monitoring, evaluation, and reporting framework • Risk management considerations • Outcomes and Theory of Change of the Policy and how the proposed policy addresses root causes (including economic outlook/forecasting) • Alignment to the constitution, legislation and key strategies of government • Roles and responsibilities • Programmatic Interventions • Groups that will benefit from the policy proposals • Costs, funding and resource implications <ul style="list-style-type: none"> • Groups that were consulted and their views, which views are not supported and reasons? • How does government minimize associated costs, risks and ensure effective implementation? <p>Consultations as per the stakeholder consultation plan developed in Phase 1.</p>
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TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

	<p>A draft report must be submitted to the PMT, and the draft report must have been subjected to the consultations mentioned for comments prior to finalization of the report.</p> <p>Socio-Economic Impact Assessment Summary</p> <ul style="list-style-type: none"> • Assessment of anticipated socio-economic impacts of the proposed policy • Consideration of inclusivity (women, youth, persons with disabilities, vulnerable rural communities) <p>Implementation and Action Plan</p> <ul style="list-style-type: none"> • Phased implementation plan with timelines • Key activities, outputs, and performance indicators • Institutional capacity requirements • High-level budget and funding considerations
<p>Phase 3: Final Policy</p>	<ul style="list-style-type: none"> • Revised policy incorporating comments from the client and stakeholders • Compliance with government policy and legislative drafting standards • Presentation of the draft policy to Rural Development Branch Management meeting or stakeholders, National Policy Review Committee and IGR Forum and EXCO • Finalise comments • Submission of presentation materials (slides and briefing notes) Submit to PMT. • Present Final policy to Rural Development Branch Management meeting, National Policy Review Committee and IGR Forum and EXCO • Support the Department with preparations for approval processes, if requested. • Executive summary suitable for Cabinet or executive approval processes <p>Handover and Close-Out Report</p> <ul style="list-style-type: none"> • Summary of work undertaken, and deliverables achieved • Final recommendations and next steps • Submission of all source documents, datasets, and editable policy files

The successful service provider will be required to provide hard and electronic copies of all draft and final reports.

5.2 The electronic copy must be produced in MS Word and PDF format.

5.3 All documents must be in English.

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

5.4 PAYMENT SCHEDULE

PHASES	DELIVERABLES	COST PER PHASE	TIMEFRAME
Phase 1 1. Inception report. 2. Literature Review 3. Stakeholder participation and database	Detailed Inception Report covering but not limited to the following: Literature Review Stakeholder Consultation	15%	2 months
Phase 2: Consultation and drafting of Policy	Draft the policy:	50%	8 months
Phase 3: Final Policy	Present draft policy to Rural Development Branch Management meeting, National Policy Review Committee and IGR Forum and EXCO	35%	2 months

6. EVALUATION CRITERIA

This bid shall be evaluated based on functionality and in accordance with 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 as stipulated below.

6.1. First Stage - Evaluation of Functionality

Functionality will be evaluated by independent Members of the Bid Evaluation Committee in accordance with the functionality criteria and values illustrated below. 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.**

Table 2: Evaluation criteria for functionality

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	TOTAL
RESOURCES			35
<p>1. Capability: Team Leaders' experience, track record and competency</p>	<p>The team leader must have a NQF level 8 qualification in law or Public Administration or Development and at least 10 years post qualification experience in policy research and development for government.</p> <p>(Attach copies of qualifications, a CV indicating a detailed profile of previous work experience and contactable references, the CV must demonstrably experience in public or constitutional law matters).</p> <ul style="list-style-type: none"> I. NQF 8 or higher with less than 5 years post qualification experience - Poor = 1 II. NQF 8 or higher with between 5 years and less than 10 years post qualification experience - Average = 2 III. NQF 8 or higher with 10 years' post qualification experience - Good = 3 IV. NQF 8 or higher with more than 10 and less than 15 years post qualification experience - Very good= 4 V. NQF 8 or higher with 15 or more years post qualification experience - Excellent = 5 <p>N.B. The Department reserves the right to verify the qualifications and CV.</p>	15	

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<p>2. Capability: Project Teams experience, track record and competency</p>	<p>The composition of the Technical Team to be utilized in the execution of the project consists of the following professions:</p> <p>A legal practitioner/Lawyer: With a bachelor’s NQF 7 degree or higher qualification in law/legal profession and 5 years of post-qualification experience in either dealing with public or constitutional law.</p> <p>(Attach copies of qualifications, a CV indicating a detailed profile of previous work experience and contactable references, the CV must demonstrate experience in public or constitutional law matters).</p> <ol style="list-style-type: none"> I. Legal practitioner/ Lawyer with a bachelor’s NQF 7 degree or higher qualification with less than 3 years post qualification experience – Poor = 1 II. Legal practitioner/ Lawyer with a bachelor’s NQF 7 degree or higher qualification with 3 years to less than 5 years post qualification experience – Average = 2 III. Legal practitioner/ Lawyer with a bachelor’s NQF 7 degree or higher qualification with 5 years post qualification experience – Good = 3 IV. Legal practitioner/ Lawyer with a bachelor’s NQF 7 degree or higher with more than 5 less than 7 years post qualification experience - Very good= 4 V. Legal practitioner/ Lawyer with a bachelor’s NQF 7 degree or higher qualification with 7 or more years post qualification experience – Excellent = 5 	<p>10</p>	
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TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

	<p>An Economist: with a NQF 7 bachelor’s degree or higher qualification in Economics / Development Economics and 5 years post-qualification experience in development economics analysis.</p> <p>(Attach copies of qualifications, a CV indicating a detailed profile of previous work experience and contactable references, the CV must demonstrably experience in public or constitutional law matters).</p> <p>I. An Economist with a NQF 7 bachelor’s degree or higher qualification in Economics / Development Economics with less than 3 years post-qualification experience in development economic analysis – Poor (score 1)</p> <p>II. An Economist with a NQF 7 bachelor’s degree or higher qualification in Economics / Development Economics with 3 years but less than 5 years post-qualification experience in development economic analysis - Average (score 2)</p> <p>III. An Economist with a NQF 7 bachelor’s degree or higher qualification in Economics / Development Economics with more than 5 less than 7years post-qualification experience in development economic analysis - Good (score 3)</p> <p>IV. An Economist with a NQF 7 bachelor’s degree or higher qualification in Economics / Development Economics with 7 to 10 years post-qualification experience in development economic analysis - Very Good (score 4)</p> <p>V. An Economist with a NQF 7 bachelor’s degree or higher qualification in Economics / Development Economics with more than 10 years post-qualification experience in development economic analysis - Excellent (score 5)</p>	10	
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TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

	N.B. Department reserves the right to verify the qualifications and CV.		
EXPERIENCE OF THE SERVICE PROVIDER			40
CAPABILITY Experience and Track Record of Team Members, Company Competency	<p>The company must have completed a minimum of three (3) projects in the past ten (10) years, from closing date of the bid, Collectively, these projects must demonstrate competence in:</p> <ul style="list-style-type: none"> • Rural Development, • Technical Writing, and • Policy Development <p>The required competency areas do not have to be demonstrated within the same project. Experience in the competency areas may be demonstrated across different projects, provided that, collectively, the submitted reference letters confirm experience in all three competency areas within the stipulated ten (10) year period.</p> <p>NB: Reference letters of previously successful completed project by the company, Reference letters must be on the bidders' Client' official letterheads with contact details and it must be duly signed and stamped by the Company:</p> <p>NB: The content of the reference letters must indicate the type of services rendered and period of the project. Contracts, Service Level Agreements and Purchase Orders will not be considered as proof of experience.</p> <p>I. Reference letter(s) submitted of successful completion of one (1) project, demonstrating experience in three (3) required competency areas– Poor = 1</p>	40	

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

	<p>II. Reference letter(s) submitted of successful completion of two (2) projects, which collectively demonstrates experience in three (3) of the required competency areas– Average = 2</p> <p>III. Reference letter(s) submitted of successful completion of three (3) projects, which collectively demonstrate experience in all three (3) required competency areas– Good = 3</p> <p>IV. Reference letter(s) submitted proving successful completion of four (4) projects, which collectively demonstrate experience in all three (3) required competency areas- Very good = 4</p> <p>V. Reference letter(s) submitted proving successful completion of five (5) or more projects, which collectively demonstrate experience in all three (3) required competency areas– Excellent = 5</p> <p>NB. The Department reserves the right to verify the authenticity of all submitted letters.</p>		
METHODOLOGY AND PROJECT PLAN			25
METHODOLOGY AND PROJECT MANAGEMENT	<p>A broad overview of approaches and methodology that may be employed to execute the project, as per the scope of work and should cover the below-mentioned points: The degree to which the methodology proposed is sound, professional, realistic and logical.</p> <ul style="list-style-type: none"> • Method and clarity regarding the presentation of the final outputs of the project • Programme with clear timelines and output. • Project plan • Indicators and means of verifying progress. • Quality assurance steps indicated. 	25	

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

	<ul style="list-style-type: none"> • Clear reporting mechanism. <ol style="list-style-type: none"> I. The methodology does not address the requirements as specified above – Poor = 1 II. The methodology inadequately and poorly addresses the requirements as specified above – Average = 2 III. The methodology addresses all the requirements as specified above and is acceptable for implementation - Good = 3 IV. The methodology addresses all the requirements as specified above and is acceptable for implementation, includes a risk management plan - Very good= 4 V. The methodology addresses all the requirements as specified above, how the project will be delivered, a risk management plan and indicate additional value adds such as advanced monitoring systems, capacity building, or knowledge transfer that go beyond the stated requirements – Excellent = 5 		
TOTAL		100	

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

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

8.2.1 POINTS AWARDED FOR PRICE

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

80/20

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

Where

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender.

8.2.2 POINTS AWARDED FOR SPECIFIC GOALS

- 8.2.2.1 **In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, 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 4 below as may be supported by proof/ documentation stated in the conditions of this tender.**

- 8.2.2.2 **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**

- 8.2.2.3 **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.**

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

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Note to Service Provider: The Service Provider must indicate how they claim points for each preference point system.

Table 1 : Points Awarded for Specific Goals

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)
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 Service Provider's total points scored out of 100.

7. PERIOD OF FINALISATION

7.1. The service provider is expected to conclude the assignment within 12 months from the date of the appointment and should not go beyond the expected conclusion date.

TERMS OF REFERENCE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

8. DELIVERY AND PAYMENT

- 8.1. Payment will be made in accordance with the proportion of the work completed and upon acceptance by the Department in accordance with the contract.
- 8.2. Payment will be affected within 30 days after receipt of a detailed invoice from the successful service provider (s).

9. TERMS AND CONDITIONS

- 11.1 Awarding of the bid will be subject to the service provider's acceptance of DLRRD Supply Chain Management general contract conditions.
- 11.2 The DLRRD and the service provider will sign a Service Level Agreement upon appointment.
- 11.3 The department reserves the right to terminate the contract if there is clear evidence of non-performance.
- 11.4 Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the DLRRD.
- 11.5 No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the DLRRD, except where duly authorised to do so in writing by the DLRRD.
- 11.6 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in DLRRD.

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11.7 The successful Service Provider agrees to keep confidential all records and information of or related to the project and not disclose such records or information to any third party without the prior written consent of DLRRD.

12. ENQUIRIES

Query	Name	Telephone
Technical related	Dr Sharmila Govender-van Wyk	012 3129299
SCM Queries	Bids unit (012) 312-8383/8381/9627	Bids@dlrrd.gov.za

The official working hours during which the bidder will be able to liaise with the Department will be from 08H30 to 16H00 Monday to Friday, except public holidays. Bidders should ensure that bids are delivered timeously to the correct address.

Appointed service providers should note that provincial supply chain offices will be responsible for generating order (s) as well as the payment (s) thereof.

LA 1.2

5/2/2/1- DLRRD 0037 (2025/2026)

APPOINTMENT OF THE POLICY AND LEGAL SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS.

CLOSING DATE: 15 April 2026 @ 11:00

NB: THERE WILL BE NO BRIEFING SESSION FOR THIS BID.

TECHNICAL ENQUIRIES : Dr Sharmla Govender-van Wyk
TEL : (012) 312 9299
EMAIL : Sharmla.GovenderVanWyk@dlrrd.gov.za

BID RELATED ENQUIRIES **BIDS MANGEMENT UNIT**
TEL : (012) 312 8383/ 8381/ 9627
EMAIL : Bids@dlrrd.gov.za

NB: BID CLOSING ADDRESS:
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
600 LILLIAN NGOYI STREET, PRETORIA, 0001

FINANCIAL PROPOSAL PART 2 OF 2

PRICING SCHEDULE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SPECIALIST TO ASSIST THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER.....	BID NO.: 5-2-2-1 DLRRD 0037(2025/2026)
CLOSING TIME:	CLOSING DATE: 15 APRIL 2026

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

1. Bidders must complete pricing schedule in full.
2. **Prices must be firm for the full period of the contract.** Any adjustments to the bid prices that include consumer price index, rate of exchange, etc. will not be considered, as these adjustments **must be factored in the bid prices.**
3. Total bid price must be inclusive of travel costs (daily commuting to and from office) and admin fees.
4. Bidders are required to indicate total cost for the project.

Total Bid Price (INCLUSIVE OF VAT) R.....

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SPECIALIST TO ASSIST THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS

PHASES	DELIVERABLES	COST PER PHASE	TIMEFRAME	TOTAL COST PRICE
Phase 1 1. Inception report. 2. Literature Review 3. Stakeholder participation and database	Detailed Inception Report covering but not limited to the following: Literature Review Stakeholder Consultation	15%	2 months	R.....
Phase 2: Consultation and drafting of Policy	Draft the policy:	50%	8 months	R.....
Phase 3: Final Policy	Present draft policy to Rural Development Branch Management meeting, National Policy Review Committee and IGR Forum and EXCO	35%	2 months	R.....
TOTAL COST EXCLUDING VAT		R.....		
VAT 15%		R.....		
TOTAL COST INCLUDING VAT FOR A PERIOD OF 6 MONTHS		R.....		

Any

enquiries regarding bidding procedures may be directed to the –

Name of Bidder:

PRICING SCHEDULE FOR THE APPOINTMENT OF THE POLICY AND LEGAL SPECIALIST TO ASSIST THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM IN DEVELOPING A RURAL DEVELOPMENT POLICY FRAMEWORK TO SUPPORT THE DRAFTING OF A RURAL DEVELOPMENT BILL FOR THE PERIOD OF TWELVE (12) MONTHS

12. ENQUIRIES

Query	Name	Telephone
Technical related	Dr Sharmla Govender-van Wyk	012 3129299
SCM Queries	Bids unit (012) 312-8383/8381/9627	Bids@dlrrd.gov.za