

LA 1.2

5/2/2/1- DLRRD 0013 (2025/2026)

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN ORGANISATIONAL STRUCTURE TO AN ALIGNED STRATEGIC MANDATE AND THE MTFD FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF SIX (6) MONTHS.

CLOSING DATE: 03 NOVEMBER 2025 @ 11:00

NB: THERE WILL BE COMPULSORY BRIEFING SESSION AS FOLLOWS.

DATE: 17 OCTOBER 2025

VENUE: 600 LILIAN NGOYI STREET, DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, PRETORIA.

TIME: 10:00

TECHNICAL ENQUIRIES : Mr. Sandile Luthuli
TEL : (012) 012 312 8466
EMAIL : Sandile.Luthuli@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

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 0013 (2025/2026)

CLOSING TIME: 11H00 **CLOSING DATE:** 03 NOVEMBER 2025

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: 06 OCTOBER 2025

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

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

Js General Conditions of Contract (revised July 2010)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
BID NUMBER:	5/2/2/1 DLRR 0013 (2025/2026)	CLOSING DATE:	03 NOVEMBER 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DESIGN ORGANISATIONAL STRUCTURE TO AN ALIGNED STRATEGIC MANDATE AND THE MTDf FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF SIX (6) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
600 LILLIAN NGOYI STREET, BEREA PARK					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bids Management		CONTACT PERSON	Mr. Sandile Luthuli	
TELEPHONE NUMBER	(012) 312 8381/8383/9627		TELEPHONE NUMBER	(012)) 312 8466	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Bids@dlrrd.gov.za		E-MAIL ADDRESS	Sandile.Luthuli@dlrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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:

SBD4**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 Elias 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)
<p>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 citizen by birth or descent; who become citizen of the Republic of South Africa by Naturalisation-</p> <p>a) Before 27 April 1994</p> <p>I. On or before 27 April 1994 and who would be entitled to acquire</p>	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: Locality (Promotion of SA owned enterprises)	3		

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

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** $\times 8 \div 100$ = 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** $\times 5 \div 100$ = 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** $\times 2 \div 100$ = 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** $\times 2 \div 100$ = number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **Percentage ownership equity** $\times 3 \div 100$ = 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:

BRANCH: CORPORATE SUPPORT SERVICES-CHIEF DIRECTORATE: HUMAN RESOURCES MANAGEMENT AND DEVELOPMENT-DIRECTORATE: ORGANISATIONAL DEVELOPMENT AND SERVICE DELIVERY IMPROVEMENT, Private Bag X250, Pretoria, 0001; Enquiries: Mr Sandile Luthuli. Tel: (012) 312 8466 Cell No: 0609566527. Email Sandile.Luthuli@dlrrd.gov.za

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN ORGANISATIONAL STRUCTURE TO AN ALIGNED STRATEGIC MANDATE AND THE MTFD FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF SIX (6) MONTHS.

1. PURPOSE

- 1.1 The Department of Land Reform and Rural Development (DLRRD) is seeking the services of a service provider to design an organisational structure aligned to the strategic mandates and the Medium-Term Development Framework.

2. BACKGROUND

- 2.1 The implementation of the 7th Administration of national macro-organisation of government demerged the Department of Agriculture, Land Reform and Rural Development (DALRRD) into Department of Agriculture (DOA) and Department of Land Reform and Rural Development (DLRRD) respectively.
- 2.2 The demerging of DALRRD resulted in overlapping of some core functions and responsibilities between DOA and DLRRD as well as misalignment of the start-up organisational structures with the MTFD, government priorities and strategic mandates of department.
- 2.3 The demerging has further resulted in the distribution Programme 1 support services staff between the two departments applying 60/40 ratio to DLRRD and DOA respectively. However, in some units within Programme 1, a 50/50 ratio was applied to equally distribute support staff resulting in the disproportion of ratio between support posts vs core posts which is contrary to best practises and overworking of available support staff.
- 2.4 The DLRRD derives its mandates from the constitution. This mandate has broken down into various functions and competencies of which some are concurrent in nature.
- 2.5 Therefore, the service delivery model and organisational structure requires urgent attention.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN ORGANISATIONAL STRUCTURE TO AN ALIGNED STRATEGIC MANDATE AND THE MTFD FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT. WITHIN A PERIOD OF SIX (6) MONTHS.

3. SCOPE AND DEFINITION OF WORK

3.1 The Service Provider must execute the following:

- 3.1.1 To design the organisational structure aligned to Vision 2030 of the National Development Plan, departmental mandate and priorities with focus on Land Redistribution, Land Tenure Reform, Post Settlement Support, Restitution, Deeds Registration, Rural Development, National Geomatics Management Services, Spatial Planning and Land Use Management, Provincial Operations, Corporate Support Services, Financial Management Services and Office the Director General to become a developmental state, customer-focused, efficient, skilled, appropriately resourced and high performing organisation.
- 3.1.2 Develop the service delivery model for the department taking into account the role of National Office, Provincial and District Offices.
- 3.1.3 Map all (Core business and Support functions) business processes pertaining to level 1 to level 5 processes (Level 1: Enterprise Process Landscape, Level 2: End-to-End Processes, Level 3: Sub-Processes, Level 4: Activities (Swimlane Processes) and Level 5: Procedures and System Processes and develop Standard Operating Procedures (SOPs) aligned to the strategic mandate.
- 3.1.4 Determine the number of posts required for the new macro and micro organisational structure using scientific processes or tools by amongst others, determining a ratio of support function posts against core function posts.
- 3.1.5 Design the post establishment for the proposed organisational structure aligned to the departmental mandate, skills requirement and the MTEF;
- 3.1.6 Conduct engagement sessions with branches for gathering information and keep records
- 3.1.7 Provide regular reporting to all relevant stakeholders.
- 3.1.8 Design and review job descriptions for all posts in the proposed organisational structure;
- 3.1.9 Conduct job evaluations process for all posts for presentation to the departmental panel;

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- 3.1.10 Develop a communication strategy and communication plan, including publishing of communiqués, posters, flyers and any other materials;
- 3.1.11 Develop a change management strategy and programmes;
- 3.1.12 Develop a migration strategy and process for implementation of the proposed structure;
- 3.1.13 Design a skills transfer plan for the officials within the Directorate: Organisational Development Unit; and
- 3.1.14 Digitisation of departmental processes and impact on organisational structure.
- 3.1.15 Develop business case addressing the requirements for DPSA consultation process of the final proposed organisational structure.

4. DESIGN PRINCIPLES

- 4.1 The design principles of proposed structural scenarios/ models should be drawn from the good practice in the context of the public service. The following principles must be adhered to:
 - 4.1.1 The structure must be aligned to the new mandate.
 - 4.1.2 The structure should be based on an integrated service delivery model.
 - 4.1.3 The structure must respond to the deficit in the country's revenue and effective utilisation of resources - while ensuring service delivery;
 - 4.1.4 The functions should be defined to determine where best they can be delivered or performed (centralise vs decentralise; concurrent functions vs non-concurrent functions; Government vs Public Entities);
 - 4.1.5 Ensure optimal utilisation of resources (human, financial and facilities);
 - 4.1.6 Eliminate the duplication of processes and functions;
 - 4.1.7 Achieve greater efficiency, effectiveness and economy of scale;
 - 4.1.8 Determine the appropriate span of control and number of posts required and clearly defined reporting lines; and
 - 4.1.9 Promote intergovernmental collaboration in service delivery as well as resource sharing.

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5. DELIVERABLES

5.1 The service provider will be responsible for the following deliverables:

- 5.1.1 A detailed project plan to execute the project within a period of six (6) months from the date of appointment; indicate how and the format the documents must be submitted.
- 5.1.2 Develop and implement a communication strategy and communication plan, including publishing of communiqués, posters, flyers and any other materials for the roll out of the new organisational structure;
- 5.1.3 Develop and implement a change management strategy and programmes to address the organisational culture, the readiness for change in the organisation and for the roll out of the new organisational structure;
- 5.1.4 Provide an As-Is report on the operational inefficiency (current challenges) to deliver services to clients;
- 5.1.5 Mapped business processes pertaining to level 1 to level 5 processes (Level 1: Enterprise Process Landscape, Level 2: End-to-End Processes, Level 3: Sub-Processes, Level 4: Activities (Swimlane Processes) and Level 5: Procedures and System Processes and develop Standard Operating Procedures (SOPs)
- 5.1.6 A cost effective, integrated structure (macro and micro levels), with focus on Land Redistribution, Land Tenure Reform, Post Settlement Support, Restitution, Deeds Registration, Rural Development, National Geomatics Management Services, Spatial Planning and Land Use Management, Provincial Operations, Corporate Support Services, Financial Management Services and Office the Director General for at least 5 years (MTSF cycle);
- 5.1.7 A Business Case that addresses integration/ decentralization of service delivery model which is drawn from good practice in the context of a developmental state that takes into consideration concurrent competencies;
- 5.1.8 A report on the determination of the number of posts required for the new macro and micro-organisational structure and the scientific processes or tools used;
- 5.1.9 Developed job descriptions for the proposed organisational structure inclusive of Key performance areas, job requirements, job knowledge and job skills, and provide a catalogue and library on all job descriptions for the department;
- 5.1.10 Job evaluation results for all the posts in the proposed organisational structure that is to be presented to the departmental panel;
- 5.1.11 Developed migration strategy and process for implementation of the proposed structure inclusive of the matching and placement of employees;
- 5.1.12 Prepare presentations on the structure design process and proposed organisational structure and present to the stakeholders for information purposes;
- 5.1.13 Submit the findings of the recommended proposed organisational structure and post establishment (macro and micro levels) to the executive committee of the department for approval; and

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- 5.1.14 Submit a written comprehensive report/ business case addressing the requirements for DPSA consultation process of the final proposed organisational structure containing the purposes, functions, post establishment and job gradings in the form of a printed A4 booklet and a CD/UBS stick.
- 5.1.15 Engagement schedule to be developed for each critical stage of the project in collaboration with OD, Line Managers and submitted to ADDG: CSS for approval.

6. PROJECT PHASES AND TIME FRAMES

- 6.1 It is expected that the project must be completed within a period of six (6) months effective from the date of appointment.
- 6.2 Time frames must be adhered to as financial penalties will be imposed for any delay or non-compliance with time and quality requirements.
- 6.3 Should it be found that the service provider delays the project unreasonably, for each 5 (five) day period, or other stipulated period, there shall be a penalty in terms of percentages which will be deducted from the payment as indicated below:

Milestone	% Payment	5 days overdue	10 days over-due	15 days over-due	30 days over-due	More than 30 days over-due
Phase 1:	50%	15%	25%	50%	75%	100%
Phase 2:	25%	15%	25%	50%	75%	100%
Phase 3:	25%	15%	25%	50%	75%	100%
	100%					

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TABLE 1: PROJECT PHASES AND TIME FRAMES

PROJECT PHASES	DELIVERABLES	TIMELINES
Phase 0: Project Initiation and Mobilization	Understanding the scope of work, negotiating the Service Level Agreement, and defining the project charter and roles, and mobilizing the team	3 months for Phases 0 & 1:
Phase 1: Strategically aligned Organisational Structure	<ol style="list-style-type: none"> 1. Project plan to execute the project within a period of six (6) months; 2. Change management strategy and programmes to address the organisational culture, the readiness for change in the organisation and for the roll out of the new organisational structure; 3. Communication strategy and communication plan, including publishing of communiqués, posters, flyers and any other materials for the roll out of the new organisational structure; 4. As – Is analysis report of the DLRRD environment outlining challenges and issues around the current approved start up organisational structure, processes and people in order to determine requirements for the realigned organisational structure to the strategy mandate of LRRD; 5. Mapped business processes pertaining to level 1 to level 5 processes for Core business and Support function: <p><u>Level 1: Enterprise Process Landscape:</u></p> <ul style="list-style-type: none"> ❖ Process Importance driven by value, satisfaction, and profit ❖ Direct focus on key customers and related operational performance metrics ❖ Build understanding of senior management ownership for core processes, and the contributing functions <p><u>Level 2: End-to-End Processes:</u></p> <ul style="list-style-type: none"> ❖ Deepens the understanding of each Enterprise process to scope the engagement, and focus on the most appropriate area of opportunity <p>❖</p>	

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PROJECT PHASES	DELIVERABLES	TIMELINES
	<ul style="list-style-type: none"> ❖ Interactions between functional areas (internal customer/external) and performance measures <p><u>Level 3: Sub-Processes:</u></p> <ul style="list-style-type: none"> ❖ For the process area(s) of opportunity: identify each step and cross-functional relationship ❖ Discover the process wastages and potential root causes ❖ Identify where data collection will be of most value <p><u>Level 4: Sub-Process</u></p> <ul style="list-style-type: none"> ❖ Develop Swimlane Processes) and <p><u>Level 5: Sub-Processes</u></p> <ul style="list-style-type: none"> ❖ Procedures and System Processes and develop Standard Operating Procedures (SOPs) <ol style="list-style-type: none"> 6. Determine integrated service delivery model taking into account the role of Public Entities and National Provincial Shared Services and submit business case; 7. Define functions to determine where best they should be delivered or performed (centralized vs decentralize; concurrent functions vs non-concurrent functions; National Government vs Public Entities); 8. Determine appropriate span of control and clearly defined reporting lines; 9. Determine the number of posts required for the realignment organisational structure using scientific processes or tools; 10. Develop a migration strategy and process for implementation of the proposed structure inclusive of the matching and placement of employees; 11. Design a skills transfer plan for the officials within the organisational development unit; 12. Prepare presentations on the structure design process and proposed organisational structure and present to the stakeholders; 	

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PROJECT PHASES	DELIVERABLES	TIMELINES
	<p>13. Design realigned organisational structure and post establishment (with focus on Land Redistribution, Land Tenure Reform, Post Settlement Support, Restitution, Deeds Registration, Rural Development, National Geomatics Management Services, Spatial Planning and Land Use Management, Provincial Operations, Corporate Support Services, Financial Management Services and Office the Director General aligned to the departmental mandate, and the MTEF with no duplicate of functions among Programmes;</p> <p>14. Submit the findings of the recommended proposed organisational structure and post establishment (macro and micro levels)</p>	
Phase 2: Job Descriptions and Job Evaluations	<p>1. Determine job requirements per jobs for realigned structure pertaining to qualifications, job skills, job competencies and job knowledge;</p> <p>2. Developed job descriptions for the realigned structure inclusive of Key performance areas, job requirements, job knowledge, job skills, and provide a catalogue and library on all job descriptions for the Department;</p> <p>3. Facilitate process for verification and sign-off of job descriptions from Senior Management – Signed off sheets for all Branches</p> <p>4. Conduct Job evaluation for all jobs for the proposed organisational structure and post establishment;</p> <p>5. Quality assures job evaluation results;</p> <p>6. Present JE results to Departmental JE Panel</p> <p>7. Facilitate approval for core related job evaluation results; and</p> <p>8. Facilitate the process for concurrence from the DPSA for Programme 1 job evaluation results.</p>	2 months

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PROJECT PHASES	DELIVERABLES	TIMELINES
Phase 3: Final reports for approval by Executive Management and for DPSA consultation	1. Submit a written comprehensive report/business case addressing the requirements for DPSA consultation process of the final proposed realigned organisational structure containing the purposes, functions, post establishment and job gradings in the form of a printed A4 booklet and a CD/UBS stick	1 Month for Phase 3:
		6 MONTHS

7. MONITORING AND REPORTING

- 7.1 The Project Sponsor is the Acting Deputy Director-General: Corporate Support Services, The Project Leader/Manager is the Chief Director: Human Resource Management & Development, The Project Coordinator is the Director: Organisational Development and Service Delivery Improvement.
- 7.2 Service provider will be expected to be on-site for the duration of the project, and the department will avail following:
- 7.2.1 Medium Term Development Framework (MTDF);
- 7.2.2 Annual Report Department (DLRRD);
- 7.2.3 Legislative and other mandates;
- 7.2.4 Departmental Intranet via network when on premises of the department
- 7.3 A Service Level Agreement will form the basis of managing the contract. The appointed service provider will be expected to attend weekly meetings and provide written report(s) on progress as and when required to the Project Leader/Manager and bi-weekly Project Board meetings chaired by the Acting Deputy Director-General: Corporate Support Services will take place. During phase 1 the service provider will present to EXCO twice at 3 months and 6 months intervals and report to the Minister at the end of phase 1, then one report during phase 2 to EXCO and at the end of phase 2 to the Minister and finally a close-out report to EXCO and Minister by the end of phase 3.

8. REQUIRED EXPERTISE OF THE SERVICE PROVIDER AND SOFTWARE TO BE USED

- 8.1 The service provider must have the following:
- 8.1.1 Experience in the design of large sized organisational structures, including public service departments
- 8.1.2 Extensive expertise with suitably qualified persons in organisation development and design;

- 8.1.3 Team leader must hold tertiary qualification with minimum NQF Level 7 in the field related to Organisational Development and Design with at least 10 years' experience in designing structures, Attach CV's with copies of qualifications.
- 8.1.4 Ensure that people with relevant skills are part of the project. A team profile containing names, qualifications, experience of persons who will be directly involved in a project must be submitted;
- 8.1.5 Attach 3 reference letters from clients, including at least one government department for a full scale restructuring of the department where the service provider has provided similar services. The reference letters must be on the service provider' clients letter head and must be duly signed;
- 8.1.6 Provide a schedule that projects how time will be spent; and
- 8.1.7 The pricing schedule must include all costs involved.
- 8.1.8 Service Provider must produce the structure on the MS Visio and Excel.

9. MANDATORY REQUIREMENTS

9.1 The bidder must attend compulsory briefing session.

9.2 The bidder must fully complete Pricing Schedule, **no other pricing template will be acceptable.**

10 METHOD OF PAYMENT

- 10.1 Payment shall be made in phases in terms of project deliverables.
- 10.2 Financial penalties will be imposed for agreed upon milestones, targets and deadlines not met in line with table 6.3
- 10.3 Original invoices as per time sheets that substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid.
- 10.4 Time sheets must clearly indicate the number of hours spent on the project as well as for what purpose those hours were spent.
- 10.5 Invoices must be sent to:

Physical Address: OR
Assistant Director: Payment
600 Lillian Ngoyi Street,
S2BE-023,
Berea Park,
PRETORIA, 0001

Postal Address:
Assistant Director: Payment
Private Bag 833
PRETORIA
0001

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11. ADMINISTRATIVE ISSUES

11.1 Persons assigned to Project

The persons proposed for use on the project shall be identified at the outset and remains in use on the project unless prior written permission is granted by the Department to change the staffing proposal. Such permission will only be granted in exceptional cases.

11.2 Use of Material and Information

No material or information derived from the provision of the services under the contract may be used for any purposes other than those of the Department, except where authorised in writing to do so.

11.3 Copyright of data and documents

Copyright in respect of all documents and electronic data, prepared or developed for the purpose of the project by the service provider, shall be vested in the Department.

11.4 Travel and Subsistence Expenses

11.4.1 Travel and subsistence expenses claimed by the service provider, and for which the Department is responsible, will be based on the prescribed Departmental policy as applicable to Government employees.

11.4.2 Any travel for which the service provider wishes to claim re-imbursement in terms of the above shall be undertaken only with prior approval of the (A) DDG: Corporate Support Services. An engagement schedule that including travelling will be approved by ADDG

12. CONFIDENTIALITY CLAUSE

12.1 The service provider is expected to sign a confidentiality agreement and agrees to keep confidential all records and information of or related to the Department obtained in any manner whatsoever, and not to disclose such records or information to any third party without the Department's consent.

12.2 All documents are confidential and remain the property of the department and are not allowed to be utilised without prior permission by the Director-General: DLRRD.

13. DOMICILE

13.1 The Department chooses as its *domiciliumcitandi et executandi* the serving of any notices and legal documents the following physical address:

The Director-General
Department of Land Reform and Rural Development
600 Lillian Ngoyi Street

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Pretoria

14. EVALUATION CRITERIA

This bid shall be evaluated in three stages. During the first stage, bids will be evaluated on functionality, during the second stage, each bidder will be required to prepare presentation which will then be evaluated. The third stage of evaluation will be price and the 80/20 preference points system.

14.1 First Stage -Evaluation of Functionality

14.1.1 Members of the bid evaluation committee will individually evaluate the functionality in accordance with the below functionality criteria and values.

14.1.2 The applicable values that will be utilised when scoring each criteria ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
RESOURCES	<p>Project leader must hold a minimum of NQF Level 7 tertiary qualification in Operations Management/ Production Management/ Management Services or related to Organisational Development. Attach certified copy of qualification,</p> <ul style="list-style-type: none"> ○ <i>Project Leader with NQF 5 qualification in Operations Management/ Production Management/ Management Services or related to Organisational Development. - Poor (1)</i> ○ <i>Project Leader with NQF 6 qualification in Operations Management/ Production Management/ Management Services or related to Organisational Development- Average (2)</i> ○ <i>Project Leader with NQF Level 7 tertiary qualification in Operations Management/ Production Management/ Management Services or related to Organisational Development:- Good (3)</i> ○ <i>Project Leader with NQF Level 8 tertiary qualification in Operations Management/ Production Management/ Management Services or related to Organisational Development- Very Good (4)</i> ○ <i>Project Leader with NQF Level 9 Operations Management/ Production Management/ Management Services or related to Organisational Development- Excellent (5)</i> 	15
	<p>Project leader must have a minimum of 10 years' experience in organisational development including government dept. Attach detailed CVs with experience and recent contactable references.</p> <ul style="list-style-type: none"> ○ <i>Project Leader with less than 8 years' experience related to organisational development for government departments - Poor (1)</i> ○ <i>Project Leader with more than 8 and less than 10 years' experience related to organizational development for government departments - Average (2)</i> 	15

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RITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
	<ul style="list-style-type: none"> ○ <i>Project Leader with with minimum of 10 years' experience related to organizational development for government departments - Good (3)</i> ○ <i>Project Leader with more than 10 and less than 11 years' experience related to organizational development for government departments - Very Good (4)</i> ○ <i>Project Leader with more than 11 years' or more experience related to organizational development for government departments - Excellent (5)</i> 	

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	<p>Team of 20 members with a minimum NQF Level 6 tertiary qualification in Operations Management/ Production Management/ Management Services or related to Organisational Development.</p> <p>Attach certified copies of qualifications.</p> <ul style="list-style-type: none"> ○ <i>Provision of less than 18 team members, each holding at least an NQF Level 6 tertiary qualification Operations Management/ Production Management/ Management Services related to Organisational Development - Poor (1)</i> ○ <i>Provision of 19 team members, each holding at least an NQF Level 6 tertiary qualification in Operations Management/ Production Management/ Management Services or related to Organisational Development - Average (2)</i> ○ <i>Provision of 20 team members, each holding at least an NQF Level 6 tertiary qualification Operations Management/ Production Management/ Management Services or related to Organisational Development. - Good (3)</i> ○ <i>Provision of 21 team members, each holding at least an NQF Level 6 tertiary qualification in Operations Management/ Production Management/ Management Services or related to Organisational Development - Very Good (4)</i> ○ <i>Provision of more than 22 team members, each holding at least an NQF Level 6 tertiary in in Operations Management/ Production Management/ Management Services or related to Organisational Development - Excellent (5)</i> 	15
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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
	<p>All the 20 Team members must have a minimum of 3 years' experience in <i>organisational</i> development. Attach detailed CVs with experience and recent contactable references.</p> <ul style="list-style-type: none"> ○ All Project Team members 1 with years' experience <i>related to</i> organisational development- Poor (1) ○ All Project Team members with 2 years' experience <i>related to</i> organisational development- Average (2) ○ All Project Team members with 3 years' experience <i>related to</i> organisational development- Good (3) ○ All Project Team members with 4 years' experience <i>related to</i> organisational development- Very Good (4) ○ All Project Team members with in 5 years' experience to organisational development- Excellent (5) 	15
ABILITY (Proof of experience must be clearly and distinctly indicated)	The service provider must have successfully completed a minimum of three projects in organisational development including at least one being in the government department. Attach 3 reference letters in the clients letterhead, signed and dated.	40

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CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
	<p>The department reserve the right to verify the reference letters.</p> <p>One reference letter attached - Poor (1) Two reference letter attached - Average (2) Three reference letter including one from a government department attached -Good (3) Four reference letter including 2 from government department attached -Very Good (4) Five or more reference letter including 3 from government department attached – Excellent (5)</p>	

Bidders who reached a minimum threshold of **60 out of 100** for functionality will be evaluated on the next stage of Presentation, those bidders will be expected to avail themselves for presentation.

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14.2 Second Stage - Presentation

14.2.1 Members of the bid evaluation committee will individually evaluate the presentations in accordance with the below presentation criteria and values.

14.2.2 The applicable values that will be utilised when scoring each criteria ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHTS
METHODOGY AND PROJECT MANAGEMENT	<ul style="list-style-type: none"> The Bidders shall present a detail methodology/ project plan reflecting how the project will be implemented: <p>The presentation must detail the following:</p> <ul style="list-style-type: none"> a. Project approach b. Resource allocation c. Engagement and client dependency approach d. Organised labour Engagement e. Change management f. Project risks – risks identification, mitigation plan g. Implementation plan h. Conflict management <ul style="list-style-type: none"> <i>Proposed approach and methodology addresses only 2 above. — Poor (1)</i> <i>Proposed approach and methodology 3 of the above — Average (2)</i> <i>Proposed approach and methodology adequately address all the above criteria (a- f) — Good (3)</i> <i>Proposed approach and methodology adequately address all the above criteria (a-f) with add-on (Implementation Plan) — Very Good (4)</i> <i>Proposed approach and methodology adequately address all the above criteria (a-f) with add-on (Implementation Plan and Conflict management) Excellent (5)</i> 	100
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

Bidders who reached a minimum threshold of **60 out of 100** for functionality will be evaluated on the next stage of Presentation, those bidders will be expected to avail themselves for presentation.

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14.3 Third Stage: Price and Specific Goals.

14.3.1 POINTS AWARDED FOR PRICE

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender.

14.3.2 POINTS AWARDED FOR SPECIFIC GOALS

14.3.2.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

14.3.2.2 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

14.3.2.3 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.

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

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

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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)
1. 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 citizen by birth or descent, who become citizen of the Republic of South Africa by Naturalisation- a) Before 27 April 1994 b) On or before 27 April 1994 and who would be entitled to acquire citizenship by naturalisation prior to the date.	8		
Who is female	5		
Who has a disability	2		
Specific goal: Who is youth	2		
Specific goal: Locality (Promotion of SA owned enterprises)	3		

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

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15. GENERAL CONDITIONS OF CONTRACT

- 15.1 The General Conditions of Contract apply, and the Department reserves the right not to award the contract.

16. TERMS AND CONDITIONS

- 16.1 Awarding of the Bid will be subject to the Service Provider's express acceptance of the Departmental Supply Chain Management general contract conditions.

- 16.2 The Department and the Service Provider will sign a Service Level Agreement (SLA) upon appointment. The SLA will include the following:

- 16.2.1 Period of agreement;
- 16.2.2 Project objectives and scope;
- 16.2.3 Staffing;
- 16.2.4 Project plan and project plan management;
- 16.2.5 Budget;
- 16.2.6 Cost and fee payment;
- 16.2.7 Method of communication;
- 16.2.8 Reporting relationship;
- 16.2.9 Deliverables and terms of deliverables;
- 16.2.10 Form and formats of working papers;
- 16.2.11 Reviews;
- 16.2.12 Uncompleted work;
- 16.2.13 Confidentiality;
- 16.2.14 Disputes; and
- 16.2.15 Financial penalties and termination of contract

- 16.3 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 Department.

- 16.4 No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the Department unless where duly authorized to do so in writing by the Department.

- 16.5 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 the Department.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN ORGANISATIONAL STRUCTURE TO AN ALIGNED STRATEGIC MANDATE AND THE MTFD FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT. WITHIN A PERIOD OF SIX (6) MONTHS.

- 16.6 The successful Service Provider agrees to keep all records and information of or related to the project confidential and not discloses such to any third party without prior written consent of the Department.
- 16.7 The Department reserves the right to terminate the contract in the event that there is clear evidence of non-performance and compliance with the contract.
- 16.8 The Department reserves the right to award or not to award this contract
- 16.9 The short-listed Service Providers may be required to do a presentation virtually to the Department at their own cost should it be deemed necessary to do so.
- 16.10 Successful Service Provider will be informed about the outcome of the Bid in writing after the Bid has been finalized.
- 16.11 The Service Provider must be available to commence with the project immediately upon appointment.
- 16.12 The Service Provider must apply to the Department in writing for an extension on the delivery date on any milestone if valid reasons are given.
- 16.13 Bids received after the closing date and time will NOT be considered
- 16.14 Any change of information provided in the tender document that may affect delivery of services must be brought to the Department's attention as soon as possible. Failure to comply may result in the contract being terminated.
- 16.15 The Service Provider presenting information intentionally incorrect or fraudulent will be disqualified.
- 16.16 The Service Providers who have been declared insolvent and wish to do business with the Department must have been rehabilitated and provide the necessary proof.
- 16.18 Successful bidder is subject to positive screening and vetting results of all resources submitted to participate in the project.

17. TRAVEL AND ACCOMMODATION

- 17.1 Travel and accommodation arrangement will be done in line with the Departmental Travel Policy
- 17.2. All travelling and accommodation arrangements to be taken by the appointed Service Provider shall be approved by the Department prior the travelling date.
- 17.3 Proof of travelling and accommodation expenses should be attached to the invoice (e.g., receipts, logbook etc.)
- 17.4 Travelling by air where it is deemed more practical shall be limited to economy class and may only be undertaken with prior written approval of the Project Manager/Project Sponsor.
- 17.5 Actual cost of hiring a car in the B class category between airport of arrival and venue of the meeting shall be reflected on the invoice.
- 17.6 When using private vehicles, claims are limited to the tariff laid down from time to time by the Department of Transport for category B vehicles. (Distance between Service

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Provider's Office and home is viewed as private kilometers). Need to be specific in terms of the size of the engine, e.g. 2 litres.

- 17.3 Accommodation shall be limited to three-star accommodation or lower.

18. PROJECT TASK TEAM

- 18.1 The Project Coordinator must establish a Project Task Team with the Departmental Officials within the Organisational Development and the appointed Service Provider responsible for operations and deliverables within the projectNational Treasury E-Portal
- 18.2 The Project Task Team is responsible to report to the Project Steering Committee on the deliverables of the project and to manage the overall operations of the re-alignment Project. The Secretariat service will be provided by the Directorate: Organisational Development and Service Delivery Improvement.
- 18.3 The Project Task Team will convene weekly and the primary function is the overall project management of all the project deliverables and to implement resolutions from the Project Board.

19. SERVICE PROVIDER

- 19.1 The Service Provider represent the interest of those analysing, designing, developing, facilitating and advising on the project product. They are accountable for the quality of the product delivered.

20. LABOUR ENGAGEMENT MEETINGS

The Labour Engagement Meetings will be organised and managed by the Director: Employee Relations. The meetings will be attended by:

- 20.1 Project Manager;
20.2 Project Coordinator;

- 20.3 Project Task Team Members;
- 20.4 Labour Union Representatives; and
- 20.5 The appointed Service Provider may attend this meeting should they be requested to do so.
- 20.6 The Labour Engagement Meetings will convene twice a month or as and when a need arises. The Secretariat service will be provided by the Office of the Director: Employee Relations.

21. ENQUIRIES.

Technical Enquiries

Mr. Sandile Luthuli

Director: Organisational Development and Service Delivery Improvement

Telephone: (012) 312 8466

Cell: 060 956 6527

Email: Sandile.Luthuli@dlrrd.gov.za

Bids Management

(012) 312 8383/8381/9627

Bids@dlrrd.gov.za

LA 1.2

5/2/2/1- DLRRD 0013 (2025/2026)

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN ORGANISATIONAL STRUCTURE TO AN ALIGNED STRATEGIC MANDATE AND THE MTFD FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT FOR A PERIOD OF SIX (6) MONTHS.

CLOSING DATE: 03 NOVEMBER 2025 @ 11:00

NB: THERE WILL BE COMPULSORY BRIEFING SESSION AS FOLLOWS.

DATE: 17 OCTOBER 2025

VENUE: 600 LILIAN NGOYI STREET, DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT, PRETORIA.

TIME: 10:00

TECHNICAL ENQUIRIES : Mr. Sandile Luthuli
TEL : (012) 012 312 8466
EMAIL : Sandile.Luthuli@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

DLRRD 5/2/2/1- DLRRD 0013 (2025/2026)

PRICING SCHEDULE FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A REALIGNED ORGANISATIONAL STRUCTURE TO THE STRATEGIC MANDATE AND THE MTDf FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF SIX (6) MONTHS

[SBD 3.3]

PRICING SCHEDULE (Professional Services)

NAME OF SERVICE PROVIDER.....BID NO.: 5/2/2/1- DLRRD 0013 (2025/2026)

CLOSING TIME: 11:00am ON 03 NOVEMBER 20205

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

1. The prices to be firm for the duration of the contract.
2. The Department will make a fixed provisional sum of R300,000 available for travel and accommodation expenses, subject to prior written approval and in accordance with the Departmental Travel Policy
3. **TOTAL BID PRICE** **R.....**

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

Bid No.:

Name of Bidder:

PRICING SCHEDULE FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN OF A REALIGNED ORGANISATIONAL STRUCTURE TO THE STRATEGIC MANDATE AND THE MTDF FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT WITHIN A PERIOD OF SIX (6) MONTHS**TABLE A**

a	Cost Per Phase	Timeframe	Unit Cost (Excluding VAT)	Total Cost (Excluding VAT)
Phase 1: Strategically aligned Organisational Structure	50%	3 months	R.....	R.....
Phase 2: Job Descriptions and Job Evaluations	25%	2 Months	R.....	R.....
Phase 3: Final reports for approval by Executive Management and for DPSSA consultation	25%	1 Month	R.....	R.....
TOTAL COST EXCLUDING VAT				R.....
VAT 15%				R.....
PROVISIONAL SUM				R 300 000
TOTAL COST INCLUDING ALL EXPENSES AND VAT				R.....

Bidder Initials

Signature.....

Date:.....