LA 1.2

5/2/1 (1374) 2022/2023

THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP A GENDER AND DISABILITY STRATEGY FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD).

CLOSING DATE: 15 MARCH 2023 @ 11:00

TECHNICAL ENQUIRIES	: Ms. Adel Ferreira
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EMAIL:	AdelF@dalrrd.gov.za

BID RELATED ENQUIRIES	: Mr. Kopano Ntsoane / Ms. Sando Nkwana
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LA 1.1

agriculture, land reform
& rural development

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

Chief Directorate: Supply Chain and Facilities Management Services: **Sub-Directorate: Demand** and Acquisition Management Services: **Enquiries:** Mr Kopano Ntsoane: **Tel:** (012) 312 8262

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

RFQ NO: **5/2/1 (1374) 2022/2023**
CLOSING TIME: **11H00** **CLOSING DATE: 15 MARCH 2023**

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

NB: KINDLY FURNISH US WITH THE FOLLOWING DOCUMENTS WHEN SUBMITTING YOUR PROPOSAL/S.

1. Quotations or Proposals
2. Completed SBD Forms
3. TCC
4. Fully Detailed CSD Report

THE ABOVE DOCUMENTS MUST BE COMPLETED IN DETAIL AND RETURNED WITH YOUR QUOTATIONS OR PROPOSALS. QUOTATIONS/PROPOSALS MUST BE SUBMITTED TO QUOTATIONS.NAT@DALRRD.GOV.ZA ***(FAILURE TO COMPLY WILL DISQUALIFY YOUR QUOTATIONS/ PROPOSALS)***

Yours faithfully

SIGNED
QUOTATION MANAGEMENT
DATE: 07/03/2023

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:
…………………………………………………………………………………………
…………………………………………………………………………………………

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

2.3.1 If so, furnish particulars:
……………………………………………………………………………………
……………………………………………………………………………………

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………	………………………………………………
Signature	Date
………………………………	………………………………………………
Position	Name of bidder

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

PRICE QUOTATION PROCESS (UP TO R 1 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

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1. GENERAL CONDITIONS

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

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

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

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.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID)** and **company registration document / CSD report to show/ substantiate percentage ownership equity.**

- Who is female- **attach certified copy of identity document (ID)** and **company registration document / CSD report to show/ substantiate percentage ownership equity.**

- Who has a disability – **attach doctor's letter confirming the disability**

- Who is youth - **attach certified copy of identity document (ID)** and **company registration document / CSD report to show/ substantiate percentage ownership equity.**

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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 table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

then the organ of state must indicate the points allocated for specific goals for 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 tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system)**	**Percentage ownership equity (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……………………………………………………………………….

4.4. Company registration number: ……………………………………………………………....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

agriculture, land reform
& rural development

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

TERMS OF REFERENCE FOR THE DEPARTMENTAL INTERNAL GENDER AND DISABILITY MANAGEMENT STRATEGY

Version	: Final Version
Document Status	: Final
Document Name	: Terms of Reference: Departmental Internal Gender and Disability Management Strategy
Component	: Directorate: Diversity Management and Transformation Strategies

Table of Contents

1. BACKGROUND

1.1 Women Empowerment, Gender equality and Disability Mainstreaming in the country is steered by an ideal of human rights which integrates recognition of equal and indisputable rights of all women, men and people with disabilities. This ideal is an essential principle under the Bill of Rights of the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996). Despite women's role in the growth of agriculture, land reform and rural development, women face tenacious impediments as well as societal and economic constraints that limit their further inclusion in agriculture, land reform and rural development.

1.2 The country articulated its steadfast pledge to the empowerment and improvement of the material conditions of the most vulnerable members through the National Development Plan (NDP-2030). The NDP proposes that the transformation of the economy should involve active participation and empowerment of women that the role of women as leaders in all spheres should be advocated and actively supported.

1.3 Women Empowerment, Gender Equality and Disability mainstreaming are at the heart of the country's transformation agenda. The Presidency directive is to reach 50% of women in decision making in government and private sector and 2% Persons with Disability at senior management should be adhered to. Meeting the quotas will create an enabling environment to adequately meet women's needs, interests and concerns as well as ensuring creation of conducive environment for Persons with Disabilities.

1.4 To achieve the above, the Department of Agriculture, Land Reform and Rural Development (DALRRD) is inviting competent service providers to submit proposals and quotations for the development of the Gender Equality, Women Empowerment and Disability Mainstreaming Strategy. The Strategy will investigate radical and meaningful mechanisms to maximize access to opportunities, access and control of resources and empowerment of women and persons with disabilities since they have not benefited much in terms of control of power, resources and decision making in various portfolios and programmes of the Department.

2. PURPOSE

The purpose of the strategy is to guide the mainstreaming of gender and disability into all internal phases and processes of the DALRRD to ensure equality between men and women and persons with disabilities at all levels.

3. PROJECT OBJECTIVES

The objectives of this assignment are to:

3.1 Provide an evidence-based analysis of the current situation regarding women participation, empowerment, control and access to resources and reasonable accommodation for Persons with Disabilities in the Department.

3.2 Conduct desktop analysis regarding compliance and implementation of the Department to Women Empowerment, Gender and Persons with Disability Legislative Frameworks, Gender and Disability Responsiveness of the current Departmental legislations, policies and programmes.

3.3 Identify impact, gaps and opportunities for women's participation, exercise and sharing of power and control over resources for women and Persons with Disabilities in Departmental Planning, Policies, Budgeting and Monitoring and Evaluation Processes.

3.4 Identify key mechanisms and interventions for addressing transformation challenges in the sector.

3.5 Develop the Gender and Disability Mainstreaming Strategy to address the gaps identified and for remedial measures to be undertaken.

4. PROJECT SCOPE

The Service Provider will be expected to:

4.1 Conduct desktop research on women participation, power, access and control over the resources for women including Persons with Disabilities in the Department.

4.2 Determine the trend of the Department on the participation, control of power and sharing of the resources by women and Persons with Disabilities.

4.3 Determine and re-evaluate the programmes alignment to the transformation agenda.

4.4 Assess and analyze women empowerment and Persons with Disability initiatives made to date in ensuring equity and inclusivity of women and Persons with Disabilities. (Through workshops and focused groups with designated groups, strategic partners and managers).

4.5 Analysis of twenty (20) Human Resource Management (HRM) and Strategic Partners policies for gender/disability responsiveness and where gaps are identified, such policies to be reviewed to address the concerns, needs, interests and human rights of women and people with disabilities.

4.6 Alignment of the Departmental Policies to the Gender and Disability National and Legislative Framework and the International, Regional and Sub-regional conventions.

4.7 An Audit and Review be conducted on the implementation of the existing Employment Equity Plan 2021-2026 of DALRRD.

4.8 Review EEP to enable implementation and ensure the EEA Implementation Plan with timelines to meet the Equity targets (short, medium and long term).

4.9 The Gender and Disability Strategy must stipulate the roles and responsibilities of the Gender and Disability Focal Points and his/her inputs in recruitment, selection, policy analysis, development of Strategies, facilitation and monitoring of Gender and Disability Mainstreaming from the planning phases, budgeting, monitoring and evaluation in related processes and procedures.

4.10 Ensure that the Strategy has an aspect on gender empowerment/development for closing the equity gaps of women.

4.11 Evaluate the holistic structural and psychological economic barriers that impact on women, non-conforming persons and Persons with Disabilities and outline the retention mechanism.

4.12 Develop the Implementation Plan for all the principles in the 8-Principle Action Plan for Women Empowerment and Gender Equality across all the different sections/units with relevant questions to guide the units/sections and branches of the DALRRD to complete the Department of Public Service and Administration (DPSA) Tool on the 8-Principle Action Plan.

4.13 Ensure that the Gender Responsive Planning, Budgeting, Monitoring, Evaluation and Auditing (GRPBMEA) is part of the Gender Mainstreaming Strategy and to be cascaded to all internal sections, units, branches as part of the Gender and Disability Mainstreaming Strategy.

4.14 Establishment of the Monitoring and Evaluation (M&E) Forum for regular reporting and strict and regular monitoring of implementation of strategies (Accountability in all the different sections/branches/chief directorates).

4.15 Develop the Implementation Plan to support the Gender and Disability Monitoring and Evaluation of the Programmes undertaken by the Department internally and externally by all stakeholders with Accountability Framework.

4.16 Popularization of the Strategy and Implementation Plan through training of senior managers in 9 provinces and National office.

4.17 Compile and submit the Final Gender and Disability Strategy to the DALRRD.

5. PROJECT DELIVERABLES

The Service Provider must deliver the following outputs:

5.1 Project proposal articulating the project plan, methodology to be used, survey instruments and how they will be carried out.

5.2 Inception report with Strategic partners/stakeholder analysis for consultation purposes.

5.3 Programmes review with a synthesis of women empowerment and disability mainstreaming interventions in the department to ensure they are gender and disability responsive.

5.4 Overview of enabling environment in terms of gender and disability responsive facilities.

5.5 Preliminary draft Gender and Disability Mainstreaming Strategy incorporating the implementation plan with responsibilities of different stakeholders and timelines.

5.6 Submit final Gender and Disability Mainstreaming Strategy with a medium (2) and long term (5) year implementation plan which includes the following:

- Integrating the HOD 8-point Principle Plan in all the Departmental Branches with clear gender and disability mainstreaming;
- Develop monitoring tools for M&E on gender and disability mainstreaming with Accountability Framework at the Strategic level;
- Clearly spell-out Gender Responsive Budgeting in all Branches; and
- Popularize the Gender and Disability Mainstreaming Strategy through training of senior managers at National and Provincial levels.

6. PROJECT DURATION

6.1 The project is expected to be completed in **12 months** effective from the date of appointment.

6.2 Time frames must be adhered to; financial penalties will be imposed for any delay or non-compliance with the time and quality requirements.

Table 1: Project Phases and Time Frames

PROJECT PHASE	DELIVERABLES	TIME FRAMES
Phase 1 (10%)	Inception report	April 2023
Phase 2 (10%)	Literature review on current Strategic and Policy documents	May 2023
Phase 3 (10%)	Stakeholder/Strategic partners engagements	June 2023
Phase 4 (25%)	20 Policy analysis and review	July 2023
Phase 5 (25%)	Draft Gender and Disability Mainstreaming Strategy and presented to Directorate: Diversity Management and Transformation Strategies	September 2023
Phase 6 (10%)	Final Gender and Disability Mainstreaming Strategy with the Implementation Plan and Accountability Framework presented to the Directorate: Diversity Management and Transformation Strategies	November 2023
Phase 7 (10%)	Popularisation of the Strategy with Implementation Plan to Senior Managers through Training nationally and provincially	January to March 2024

7. EVALUATION CRITERIA

Quotations received will be evaluated on the following **Three (3) stages**.

7.1. FIRST STAGE: COMPLIANCE CHECK

Responses for Request for Quotation (RFQ) will be checked against:

- Registration of the service provider on the CSD.
- Proof that the tax requirements of the service provider are in order.
- Completion of the SBD 6.1.
- Submission of Company profile and related documents.
- Fully completed pricing schedule.

NB*: Non-compliance on the above mentioned will be considered for* ***Second Stage****.*

7.2. SECOND STAGE: ASSESSMENT OF THE SUBMITTED PROPOSALS INFORMATION AND RELATED DOCUMENTS

The Department will through the submitted proposals to assess the capability of the Service Providers based on the below mentioned aspects:

7.2.1 Research experience:

- Any proof/information of Company outlining minimum of 10 years 'experience in Gender and Disability analysis and the development of the Gender and Disability Strategy.

- Any proof showing that Service Provider has an experience in Gender and Disability Mainstreaming training in particular with Senior and Executive Managers in the Public Service.

- Contactable references (letters) for the work done by the Service Providers in the past years on Gender and Disability Analysis and Strategy Development.

7.2.2 Qualifications and skills of key personnel:

(A) The Service Provider's key personnel team must have relevant qualifications, skills and experience in Strategy Development.

(B) The Service Provider must submit, as part of its proposal, the following:

- The structure and composition of the four (4) proposed team, clearly outlining the main disciplines/specialties of Gender and Disability Strategy Development.

- Curriculum Vitaes (CVs) of the key personnel; and the CVs must clearly highlight qualifications, areas of experience/competence relevant to the tasks and objectives of the assignment as outlined above.

7.2.3 Proposed Methodology

- The Service Provider must demonstrate thorough understanding of the objectives and deliverables of the Strategy Development in line with the Gender and Disability Legislative Frameworks.

- The Service Provider must provide a detailed proposal of the methodology/ approach to be used to carry out the scope of work outlined above and clearly demonstrate how the deliverables will be achieved.

7.2.4 The Proposal

The Service Provider must provide an activity plan (project plan) of actions to achieve the objectives of the Strategy, specifying budgeted days, timelines and sequence for the Strategy Development and level of staff to be assigned.

NB*: Proposals that are not addressing the above-mentioned aspects will not be considered for Third stage.*

7.3. THIRD STAGE: AWARDING OF POINTS IN TERMS OF PREFERNCE POINTS SYSTEM (Refer to SBD 6.1)

7.3.1 The 80/20 preference point system

a) The following formula must be used to calculate the points of price in respect of procurement with a rand value equal to or above R2000 and up to a rand value of R1000 000

Ps= Points scored for price of tender under consideration
Pt = Rand value of offer tender consideration
Pmin = Rand value of lowest acceptable tender

a) A maximum of 20 points may be awarded to a tenderer for being an HDI and/or subcontracting with and HDI and /or achieving any of the specified goals stipulated in regulation 17.

b) The points scored by a tenderer in respect of the goals contemplated in sub-regulation (2) must be added to the points scored for price.

c) Only the tender with the highest number of points scores may be selected

7.3.2 Stipulation of preference point system to the used

The department hereby stipulate the preference pointed system which will be applied in the adjudication of price quotations:

Historically disadvantaged individuals:

Who had no franchise in national elections before the 1983 and 1993 Constitution	10
Who is female	5
Who is a Person with Disability	2
Who is youth (specific goals)	3
Total points for price and HDIs must not exceed	**100**

8. PROJECT MANAGEMENT

8.1 The Director: Diversity Management and Transformation Strategies.

8.2 The Project Steering Committee shall be instituted to perform oversight functions that would ensure the realization of the objectives of the project.

8.3 A project implementation plan detailing stages, activities, milestones and timeframes of the project must be developed by the Service Provider. The plan should be linked to the Service Provider's budget.

9. PROPOSAL

9.1 The Service Provider should prepare a proposal showing their understanding of the assignment and indicating how they will go about implementing the assignment.

9.2 The proposal should also direct attention at how they interpret the task. It is important that the Service Provider's interpretation of the task is the same as that of the Department. Thus, it is important for Service Providers to seek clarity if they do not understand.

9.3 The proposal should be accompanied by a detailed cost estimate, in a quote format, for the completion of the whole task detailing each cost item.

10. CONFLICT OF INTEREST

10.1 The Service Provider is required to certify that they are independent of DALRRD, including its State-Owned Enterprises, Provincial Department of Agriculture and that there is no record of anything that would compromise their independence during the study.

11. TERMS AND CONDITIONS

11.1 DALRRD reserves the right to disqualify any Service Provider which does any one or more of the following, and such disqualification may take place without prior notice to the offending Service Provider, however the Service Provider will be notified in writing of such disqualification;

11.2 Service Providers that submitted incomplete information and documentation according to the requirements of this quotation document;

11.3 Service Providers that submitted information that is fraudulent, factually untrue or inaccurate information.

11.4 All the responds are subjected to General Conditions of the Contract (GCC).

12. ENQUIRIES

12.1 Service Providers are at liberty to discuss any technical enquiries with:

Name: Ms. Adel Ferreira
Telephone Number: 012 319 6978
Email address: AdelF@dalrrd.gov.za

12.2 The contract will be valid for a period of 12 months from the date of receipt of an official order.

12.3 **Please note that no service should be rendered without receipt of the official order.**

13. APPROVAL

13.1 This term of reference/specification was approved by Director: Diversity and transformation Management.

Name	Signature	Date
Ms Adel Ferreira		21 February 2023

TOTAL QUOTE PRICE DALRRD 2022-2023

1. *The accompanying information must be used for the formulation of proposals.*

2. *Bidders are required to indicate rates based on the total Estimated cost for all the activities and including expenses inclusive of VAT for the project.*

3 ***TOTAL QUOTE PRICE*** *R...*

PHASES	% PAYABLE	TIMEFRAMES	Total
Phase 1 Inception report	10%	1 month	
Phase 2 Literature review on current Strategic and Policy documents	10%		R....................
Phase 3 Stakeholder/Strategic partners engagements	10%	1 months	R....................
Phase 4 20 Policy analysis and review	25%	2 months	R....................
Phase 5 Draft Gender and Disability Mainstreaming Strategy and presented to Directorate: Diversity Management and Transformation Strategies	25%	3 months	R....................
Phase 6 Final Gender and Disability Mainstreaming Strategy with the Implementation Plan and Accountability Framework presented to the Directorate: Diversity Management and Transformation Strategies	10%	2 months	R....................
	100%	**12 months**	
TOTAL COST EXCL VAT			R..........................
VAT			R..........................
GRAND TOTAL INC VAT			R..........................